

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, November 20, 2017
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. APPOINTMENTS
 - A. Board of Review (Council)
 1. Email 10/25/17 – City Clerk
 2. Biographical Sketch/resume – Gary R. Patrosso
 - B. Mayoral Appointments – Council Members to Commissions/Committees/Boards/Organizations
 1. Beautification Commission
 2. Community Tree Commission
 3. Historical Commission
 4. Local Officers Compensation Commission
 5. Planning Commission
 6. Senior Citizens Commission
 7. Citizens Recreation Commission
 8. Grosse Pointe Woods Foundation Liaison
 9. Compensation & Evaluation Committee
 10. Construction Committee
 11. Finance Committee
 12. Fireworks Committee
 13. Mack Avenue Business Study Committee
 14. Public Relations Committee
 15. Ad Hoc Public Safety Committee
 16. Grosse Pointe Chamber of Commerce
 - C. Council Appointments – Council Members to Commission/Board/Organizations
 1. Pension Board Trustee
 2. Grosse Pointes-Clinton Refuse Disposal Authority
 - a. Representative
 3. Wayne County Community Development Advisory Council
 - a. Representative
 - b. Alternate
 - c. Planning Committee
 4. SEMCOG
 - a. Delegate
 - b. Alternate

7. MINUTES

- A. Council 11/13/17
- B. Committee-of-the-Whole 10/30/17
- C. Election Commission 10/31/17
- D. Beautification Advisory Commission 09/13/17
- E. Historical Commission 09/14/17, Excerpt 10/12/17, w/recommendation:
 - 1. Cook Schoolhouse Repairs/Budget Transfer
 - a. Email 10/10/17 – Director of Public Services
 - b. Estimate 10/09/17 – Rely-On Construction
- F. Senior Citizens Commission 09/09/17, 03/21/17
- G. Tree Commission 09/06/17, 10/04/17 w/recommendation:
 - 1. Purchase Arbor Day seedlings

8. COMMUNICATIONS

- A. Application for Permit/License to Solicit
 - 1. Daniel E Salden – ProBroker Realty
- B. Budget Amendment: Milk River/Grosse Gratiot Drain
 - 1. Memo 11/20/17 – City Administrator-Treasurer/Comptroller
 - 2. FY 2017/18 Budget Revenue Analysis – Grosse Gratiot Drain
 - 3. FY 2017/18 Budget Worksheets – Grosse Gratiot Drain
 - 4. Estimated Interest Based on SRF Drawdowns
- C. Resignations:
 - 1. Chris DiCicco – Tree Commission
 - 2. John W. Parthum, Jr. – Historical Commission
 - 3. Local Officers Compensation Commission-George R. McMullen Jr.
 - 4. Phil Whitman – Historical Commission
- D. 2018 Commission Appreciation Reception
 - 1. Memo 10/25/17 – City Administrator
- E. Monthly Financial Report – October 2017

9. BIDS/PROPOSALS/
CONTRACTS

- A. Contract: Lake Front Park Tennis Court Resurfacing
 - 1. Memo 10/26/17 – Director of Public Services
- B. Purchase: Ammunition
 - 1. Memo 10/18/17 – Director of Public Safety
 - 2. Quote – Kiesler's Police Supply, Inc.
- C. Agreement/Budget Amendment: 2017 CDBG Subrecipient
 - 1. Memo 11/07/17 – City Administrator

2. Memo 11/20/17 – Treasurer/Comptroller
3. 2017/18 budget Worksheet - CDBG
4. Letter 10/27/17 – Wayne County
5. Contract Enumeration
6. Subrecipient Agreement 07/01/17 – 06/30/22

D. Contract/Budget Transfer: 2017 SAW Grant – Sewer Cleaning and CCTV

1. Memo 11/15/17 - Director of Public Services
2. Letter 11/07/17 – Anderson, Eckstein & Westrick
3. Tabulation of Bids

E. Contract/Budget Transfer: Solid Waste Collection

1. Memo 11/06/17 – Director of Public Services
2. Letter 11/16/17 - City Attorney
3. Refuse Collection Contract

10. ORDINANCE

A. First Reading: An Ordinance to Amend Chapter 10 Businesses, Article VII Street Sales and Solicitations to Add Certain Definitions and to Amend Sec. 10-264 Requirements for Permit, to Allow Street Sales or Solicitations By Charitable or Civic Organizations Under Certain Conditions, and to Provide for Civil Infraction Violations

1. Letter 11/14/17 – City Attorney
2. Proposed Ordinance
3. Letter 09./28/17 – City Attorney
4. HB 4160

11. CLAIMS/ACCOUNTS

A. Rodwan Consulting Company

1. Invoice No 2401 10/18/17
2. Invoice No 2402 10/18/17

B. Plante Moran

1. Invoice 1487486 11/06/17
2. Invoice 1487487 11/06/17
 - a. Memo 11/16/17 – Treasurer/Comptroller

C. Labor Attorney

1. Keller Thoma Invoice 113188 11/01/17

D. WCA Assessing

1. Invoice 14977 Oct. 2017
2. Invoice 14934 Sept. 2017

E. City Attorneys

1. Don R. Berschback
2. Charles T. Berschback

12. NEW BUSINESS/PUBLIC COMMENT

13. ADJOURNMENT

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

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

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

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

Lisa Hathaway

From: Lisa Hathaway
Sent: Wednesday, October 25, 2017 11:07 AM
To: Robert E Novitke; Don R. Berschback; Charles Berschback; 'George McMullen'
Cc: Cathy Behrens; Ashley Radcliffe
Subject: Resignation on Board of Review

All,

In speaking with Cathy this morning, it was brought to my attention that due to George's "filing" for an elective office, he has thereby resigned his seat from the Board of Review, which created a vacancy. I have provided Cathy with a copy of the only Board of Review Application/Biographical Sketch on file for Mr. Gary R. Patrosso, 1647 Edmundton, received on July 25, 2017.

- **Section 9.6. - Board of Review.**

Effective January 1, 1962, the Board of Review shall be composed of five (5) freeholders who are qualified and registered electors of the City of Grosse Pointe Woods, who, during their term of office, shall not be city officers or employees or be nominees or candidates for any elective city office. The filing by a member of the Board of Review of his nomination petition for an elective city office or the filing of a consent thereto, or upon accepting appointment to an elective office, or upon becoming an employee of the city, the same shall constitute a resignation from the Board of Review.

You may contact me with any questions.

Sincerely,

*Lisa Kay Hathaway, CMMC/MMC
City Clerk/F.O.I.A. Coordinator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313 343-2447
313 343-5667 (Fax)*

*Director-Michigan Association of Municipal Clerks (MAMC)
Chair - MAMC Membership/CMMC Program
Member - MAMC Legislative Committee*



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

RECEIVED

JUL 25 2017

CITY OF GROSSE PTE. WOODS

BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

<input type="checkbox"/> Beautification Commission	<input type="checkbox"/> Building Authority
<input checked="" type="checkbox"/> Board of Review	<input type="checkbox"/> Community Tree Commission
<input type="checkbox"/> Citizens' Recreation Commission	<input type="checkbox"/> Downspout Board of Appeals
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Community Events Committee	<input type="checkbox"/> Mack Avenue Business Study Committee
<input type="checkbox"/> Local Officers' Compensation Commission	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Pension Board	<input type="checkbox"/> Other:
<input type="checkbox"/> Senior Citizens' Commission	

NAME: GARY R. PATROSSO

ADDRESS: 1647 EDMUNDTON DR., GROSSE POINTE WOODS, MI 48236

TELEPHONE: Home: 313.886.7239 Office: 313.886.1000

E-Mail: garyp.realty@gmail.com

OCCUPATION: REALTOR / ASSOCIATE BROKER

OF YEARS RESIDENT OF GROSSE POINTE WOODS: 56

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

see ATTACHED Resume

↓
EDUCATION: _____

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: DIRECTOR : GROSSE POINTE
BOARD OF REALTORS

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: VAST KNOWLEDGE
OF THE HOUSING MARKET IN GROSSE POINTE WOODS.

Shari Lombardo
Signature of sponsor
SHARI LOMBARDO

Gary Patrosso
Signature of applicant

Date: 7/25/17

Return to Clerk's Office

NOTE: Biographical sketches will be retained on file for one year. Please resubmit a new form after that time.

GARY R. PATROSSO

1647 Edmundton Drive
Grosse Pointe Woods, MI 48236

Cell: 313.770.0359
Home: 313.886.7239

SUMMARY OF QUALIFICATIONS

- 14 years of full-time Real Estate experience, encompassing all aspects of helping clients buy and sell real estate. In-depth knowledge of Southeast Michigan real estate market, focusing extensively on the Grosse Pointes.
- Extensive Negotiating Skills.
- Skilled in acquiring and developing strong relationships with people.
- 35+ of experience in various work environments, i.e. outside sales, inside sales.
- Highly self-motivated. Eager to apply background and expertise in new arenas.
- B.S. Communications – Strong organizational and interpersonal skills.
- Eagle Scout.

EXPERIENCE

- Associate Broker – Real Estate In The Pointes, Grosse Pointe Farms, MI 7/14 – Current
Elected and Current Director Grosse Pointe Board of Realtors
- Associate Broker – Adlhoch & Associates, Grosse Pointe Woods, MI 4/11 – 7/14
- Associate Broker – Keller Williams Lakeside, Shelby Twp., MI 2/09 – 9/09
- Owner/Realtor – Keller Williams Great Lakes, St. Clair Shores, MI 8/04 – 2/09
- Realtor – Real Estate One, Utica Road, Fraser, MI 6/03 – 8/04
- Project Manager for all aspects of Lighting for Borders Bookstores' nationwide expansion. Did all fixture counts from blueprints. Worked with builders to determine what type of light fixtures to purchase. Entered all purchase agreements with manufacturers. Negotiated pricing with lightbulb manufacturers. Coordinated all deliveries from manufacturers to job sites with general contractors and electrical contractors. Developed a system to efficiently handle and maintain up to 22 nationwide Borders Bookstores simultaneously.
- Outside and Inside Sales for various electrical contractors throughout Southeast Michigan. 9/94 – 6/03
- Outside and Inside Sales for various electrical contractors in and around the Silicon Valley, CA. 5/84 – 9/94

EDUCATION/TRAINING

- B.S. – Communications with Journalism Minor – Western Michigan University, Kalamazoo, MI 1982. School newspaper reporter. Diving Team Member.
- Extensive on-going Real Estate Market Analyses and Continuing Education.

REFERENCES

Furnished upon request

Gary & Jeannie Patrosso
Team Patrosso
Associate Broker/Realtor
Gary Cell: 313.770.0359
garyp.realty@gmail.com
www.SellingGPhomes.com

Integrity, Honesty, Dedication,
Professionalism



- ♦ Licensed Realtor since 8/03.
- ♦ Was Part-Owner Keller Williams Great Lakes (KWGL)
- ♦ Developed Mentoring Program at KWGL office.
- ♦ Was actively involved in the ongoing Education/Training program for new agents at KWGL office.
- ♦ Completed Broker class and received Broker's License. (Jack Waller, Instructor).
- ♦ Taught Short Sale classes at KWGL office.
- ♦ Member of the Rules and Regulations Committee at MiRealsource.
- ♦ Member of the Foreclosure/Short Sale Committee at MiRealsource.
- ♦ Member of the annual St. Clair Shores Open House Committee.
- ♦ Approved by the State of Michigan to teach Pre-Licensing Classes for Real Estate Agents.
- ♦ Listed Bank-Owned homes for Flagstar Bank in Southeast Michigan.
- ♦ Member of MCAR, MAR and NAR, GPBR, MiRealsource, Realcomp.
- ♦ In-depth knowledge of local Real Estate Market.

REAL ESTATE **IN THE** POINTES

18472 Mack Ave. Grosse Pointe Farms, MI 48236 • 313.886.1000



COUNCIL
11-13-17 - 169

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, NOVEMBER 13, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:42 p.m. by Mayor Novitke.

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

Also Present: Acting City Administrator/City Clerk Hathaway
City Attorney Chip Berschback
Treasurer/Comptroller Behrens

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

The following Commission members were in attendance:
Mike Fuller, Planning Commission
Bonnie Medura, Beautification Advisory Commission

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

Motion carried by the following vote:

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

The City Clerk administered the Oath of Office for the Office of Mayor to Robert E. Novitke, with a four-year term to expire November 2021.

The City Clerk administered the Oath of Office to the following Council Members with a four-year term to expire November 2021:

- Vicki A. Granger;
- George R. McMullen Jr.;
- Todd A. McConaghy.

Motion by Granger, seconded by Shetler, to adopt the Rules of Order and Procedure for the Common Council as presented.

Motion carried by the following vote:

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

Motion by Shetler, seconded by McConaghy, regarding **election of Mayor Pro-Tem**, that the City Council appoint Art Bryant as Mayor Pro-Tem.

Motion carried by the following vote:

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

The City Attorney provided an overview regarding amendments to **Chapter 34 Solid Waste**.

Motion by Granger, seconded by Bryant, regarding **First Reading: An Ordinance Amending Chapter 34 Solid Waste Article II Collection and Disposal to Adopt New Standards for Collection and Cart Use and to Amend Certain Sections to Coincide with Refuse Collection Contracts**, that the City Council concur with the amendment of this ordinance, set a date of November 20, 2017, for a second reading and final adoption, and directed the City Clerk to publish the same by title in the Grosse Pointe News.

Motion by Granger, seconded by Bryant, to amend the previous motion by deleting "November 20, 2017" and inserting "December 4, 2017."

Motion carried by the following vote:

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

No: None

Absent: None

Motion by McMullen, seconded by Bryant, to adjourn tonight's meeting at 8:06 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

7B

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 30, 2017, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

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

ABSENT: None

ALSO PRESENT: City Administrator Smith
Treasurer/Comptroller Behrens
City Attorney Chip Berschback
City Clerk Hathaway
Director of Public Services Schulte
Building Official Tutag

Also present was Brian Keesey, McKenna & Associates, and Lyle Winn and Scott Lockwood from Anderson, Eckstein & Westrick.

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

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

Motion carried by the following vote:

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

Hearing no objections, **regulation of businesses/City Planner** was taken out of order. The City Attorney provided an overview and introduced Brian Keesey, Senior Planner from McKenna. Discussion ensued regarding regulating uses. The City Attorney requested to engage McKenna & Associates to assist with establishing appropriate ordinances for regulating businesses on Mack Avenue including hookah lounges, smoke shops, pawn brokers, tattoo parlors, and adult businesses. He proposed to have the City Attorney, Building Official, and Mr. Keesey meet to develop ordinances for review by the Planning Commission and approved by the City Council. He requested approval of an agreement with McKenna & Associates in an amount not to exceed \$2,000.00. He also recommended the Committee-of-the-Whole make a recommendation to the City Council to extend the existing moratorium until the end of April prohibiting the listed types of businesses from coming into the City in accordance with the moratorium.

The Mayor stated consideration needs to be given to whether the City has the authority to regulate the businesses, can they be placed all in one district, in what area would they placed, and would regulations be enforceable. The Building Official stated there are a number of ways in which to regulate the businesses such as placing them in the C-2

District. He referred to the City of Birmingham's regulated use ordinance, which he likes. The City Attorney stated McKenna's claim to establish these ordinances are legal, proper, and can be done. Mr. Keesey stated it is enforceable. There was a consensus of the Committee to engage McKenna to move forward with drafting a proposed ordinance.

Motion by Granger, seconded by Shetler, regarding **moratorium on building permits for certain types of businesses**, that the Committee-of-the-Whole recommend the City Council extend the existing moratorium until April 30, 2018.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, to remove the item regarding extending the existing moratorium from the Committee-of-the-Whole agenda.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, that the motions regarding extending the moratorium be immediately certified.

Motion carried by the following vote:

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

Hearing no objections, the next item taken out of order was regarding **roadside solicitation**. The City Attorney provided an overview and stated Knights of Columbus and the Goodfellows will be requesting to solicit in the near future. He stated recently enacted MCL 257.676(b) permits street solicitations. There was a consensus of the Committee to move forward with a first reading incorporating the amendments in state law.

Motion by Bryant, seconded by Shetler, that roadside solicitation be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

The next item discussed was regarding **solid waste collection/disposal**. The Treasurer/Comptroller provided an overview of administration's memo dated October 30, 2017, regarding bids for the solid waste collection/disposal contract. Green for Life (GFL) was the low bidder out of two bids received. Administration recommended awarding the five-year contract to GFL. There was a consensus of the Committee to move forward with GFL.

Mr. Winn provided an overview of the bid specifications for the five-year contract. He is looking for direction to determine which option to move forward with; whether to use two carts including one for refuse, or to include a cart for recyclables only and no cart for refuse. Cart color(s) also need to also be determined.

The Treasurer/Comptroller reviewed millage spreadsheets and stated a maximum of 2.658 can be levied in accordance with Headlee, however the roll-back was not factored out to year five. She stated the annual cost for garbage including only one cart for recycling is \$235.00, and the annual cost with a cart for both refuse and recycle is \$250.00. The Treasurer/Comptroller, City Administrator, Director of Public Services, and City Engineers all recommended the City include two carts in the contract award. The Treasurer/Comptroller stated an ordinance amendment will be needed if a cart is used for refuse because the current ordinance does not allow for use of anything other than disposable plastic rubbish bags. Further discussion included public relations information being disseminated regarding the two carts and changing to a four-day pick-up schedule. Administration was asked to include a time requirement for cart removal on pick-up day. There was a consensus of the Committee to recommend to City Council awarding a five-year contract to GFL including two carts (refuse and recycle.) The contract does include an option to extend an additional five years upon a six-month notice. The City Attorney stated he would be prepared for a first reading of the ordinance amendment before the City Council on November 13, 2017.

There was a consensus of the Committee that matte brown carts be used for refuse, and matte green be used for recycle.

Motion by Bryant, seconded by Granger, that solid waste collection/disposal be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

The next item discussed was regarding installation of an **elevator** at City Hall. The Treasurer/Comptroller suggested consideration may want to be given to this project at this time for inclusion in the upcoming Municipal Improvement Bond. The Treasurer/Comptroller stated at an estimated cost of \$500,000.00, an additional \$35-40,000.00 annually would be added to the payment for twenty years. She stated the City can bond up to \$2.5 million, and current projects are at \$2.215 million. A new bond resolution would be required if Council decided to add the project for a total of \$2.7

million. Or, the City can bond for \$2.5 million and make up the difference from fund balance. In order for the City Engineer to update floor plans, it would cost approximately \$5,000.00. Administration was asked to provide suggestions regarding the absent voter office for relocating upstairs or elsewhere. There was a consensus of the Committee that this item remain on the Committee-of-the-Whole agenda.

Under New Business:

- The City Engineer stated the SAW grant bids came in lower than expected. He stated the grant is based on \$1.1 million with the City's 10% match (\$110,000.) He stated \$620,000.00 was allotted for televising and inspections with the bid coming in at \$229,000.00, which is \$370,000 under the budgeted estimate. He stated Districts 3 and 4 have not been televised since 2003, and is requesting to extend the contract. He will be looking at it further in the spring.
- The Mayor stated Mr. Duchane is returning to a Committee-of-the-Whole Meeting the beginning of December to discuss the Public Safety Authority, and reminded administration to have a back-up plan prepared regarding a Headlee override proposal.
- The Mayor acknowledged that tonight is Council Member Ketel's last meeting serving as a Grosse Pointe Woods Council Member, as he decided not to run for another term.
- The Director of Public Services discussed Lake Front Park drainage improvements that are underway to eliminate flooding problems near the Ford Estate.

Motion by Bryant, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 9:39 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor



ELECTION COMMISSION
10-31-17

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, OCTOBER 31, 2017, IN THE ABSENT VOTER OFFICE – LOWER LEVEL OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

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

Roll Call: Chair/City Clerk Hathaway
 City Attorney Don Berschback
 Council Member Art Bryant

Absent: None
Also Present: Deputy City Clerk Gerhart

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

Motion carried by the following vote:

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

The Chair announced the Public Accuracy Test would commence at 2:01 p.m., and concluded at 2:12 p.m. After comparing the results tape against the chart of predetermined results and test deck, the testing was declared accurate.

Motion by Berschback, seconded by Bryant, that the results of today's Public Accuracy Test for the November 7, 2017, General Election be accepted.

Motion carried by the following vote:

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

The following individual was heard under public comment:

- Erin Stahl, St. Clair Shores resident, posed questions pertaining to the City's new Dominion equipment, differences between the three State-approved vendor's equipment, and questioned when Detroit would be holding their public accuracy testing.

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

Motion carried by the following vote:

Yes: Berschback, Bryant, Hathaway

No: None

Absent: None

Motion by Bryant, seconded by Berschback, that the meeting be adjourned at 2:14 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
Chair/City Clerk

Approved by Commission
10-11-17

**Beautification Advisory Commission
Lake Room – GPW Community Center
20025 Mack Plaza Dr., Grosse Pointe Woods
Meeting – September 13, 2017 – 7:00 p.m.**

RECEIVED
SEP 15 2017
CITY OF GROSSE POINTE WOODS



Present: Arslanian, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Miller, Sauter, Spreder, Stephens, Stewart

Also Present: Ketels

Excused: Casinelli

Not Present: Hess, Ragland

Guest: Katie Schell

Call to Order: The meeting was called to order by Chairperson McCarthy at 7:06 p.m.

Minutes: The August 9, 2017 meeting minutes were distributed and reviewed.

Motion by Arslanian, seconded by Hage, to approve the August 9, 2017 minutes as presented.

Motion carried by the following vote:

Yes: Arslanian, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Miller, Sauter, Spreder, Stephens, Stewart

No: none

Excused: Casinelli

Not Present: Hess, Ragland

Treasurer's Report: Hilton presented treasurers report.

Motion by Martin-Rahaim, seconded by Stephens, to approve the report as presented.

Motion carried by the following vote:

Yes: Arslanian, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Miller, Sauter, Spreder, Stephens, Stewart

No: none

Excused: Casinelli

Not Present: Hess, Ragland

Chairperson's Report: McCarthy presented Chairperson Report. Shared Beautification Council of Southeast Michigan newsletter and Wild Birds Unlimited Monarch Event.

Awards Program: Stephens provided update on Awards Night. Spreder discussed theme for 2017 Awards Night on November 8, 2017. Need to order new stakes for 2018.

Tile/Mugs Program: Sauter discussed future tile ideas and will get quote for possible coasters for future sales. Discussed possible consignment of tiles with local businesses. Sauter and Stewart to contact businesses.

Flower Sale: No report

Council Report: Ketels presented council report.

DPW: No report

Old Business: No report

New Business: no report

Motion by Hilton, seconded by Spreder, to adjourn the Beautification Advisory Commission meeting at 8:00 p.m.

Motion carried by the following vote:

Yes: Arslanian, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Miller, Sauter, Spreder, Stephens, Stewart

No: none

Excused: Casinelli

Not Present: Hess, Ragland

Respectfully submitted,

Rachelle Koester

Approved by
Commission
10-12-17

7E

City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
September 14, 2017

RECEIVED
SEP 18 2017
CITY OF GROSSE PTE. WOODS

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:30 p.m. by Chairperson Lynne Millies.

2. Roll Call

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

Excused: Shirley Hartert

Unexcused: Phil Whitman

Also Present: Council Representative Mike Koester

3. Approval of Agenda

Motion by Romano, seconded by Ferry, to approve the agenda for September 14, 2017. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Kent, seconded by Harkenrider, to approve the August 10th, 2017 minutes as presented. Ayes: all. Motion carried.

5. Items

A. *Report of Treasurer:* Parthum reported that the current commission balance is \$2,362.00. The Cook Schoolhouse balance is \$5,300.11.

B. *Cook Schoolhouse Project:*

1. September 16th Open House: Open House will be from 5:00 p.m.-7:00 p.m. with Ferry, Harkenrider, and Parthum hosting.
2. October 14th Open House: Open House will be from 12:00 p.m.-2:00 p.m. with Hartert, Kent, and Millies hosting.
3. Rental Agreement: there was a discussion of Cook Schoolhouse usage

C. *Commission Files:* **Motion** by Parthum to recommend to City Council, the purchase of one, four drawer, legal size, locking file cabinet and related accessories (legal hanging file frames) not to exceed \$400.00. This is a budgeted item in the FY 2017-18 budget. Account # 101-105-880-300. Seconded by Veitengruber. Ayes: all. Motion carried.

Motion by Kent to do an immediate certification of the above motion, seconded by Murphy. Ayes: all. Motion carried.

6. Old Business

- A. ***Picnic Table & Trash Can for Cook School:*** Millies reported that a picnic table and trash can have been added to the grounds near the schoolhouse.
- B. ***Calendar for 2018:*** Murphy submitted information for the 2018 calendar.
- C. ***Membership:*** Koester looked into the process for resignation of a commission member. **Motion** by Murphy, seconded by Harkenrider, to recommend to the mayor to remove Phil Whitman from the historical commission due to high absenteeism and lack of participation in commission events for the past year. Ayes: 9. Nays: 0. Excused: 1. Absent: 1. Motion carried.
- D. ***Flag Donation:*** DAR (Daughters of the American Revolution) will donate flags for the Memorial Day ceremony.
- E. ***Memorial Day Reports:*** Kent shared a list created and submitted by Hartert, containing ideas for the 2018 Memorial Day ceremony.

7. New Business

- A. ***DAR Flag Donation:*** See 6 D, above.
- B. ***USA 250 – United States Semiquincentennial:*** Kent shared a handout she printed off the internet about our nation's upcoming anniversary.

8. Public and Commissioner Comments

None at this time.

9. Adjournment

The meeting adjourned at 8:52 p.m. by chairperson Millies.

Respectfully submitted:

Becky Veitengruber, Secretary

The next meeting of the Grosse Pointe Woods Historical Commission will take place on October 12th, 2017 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza

Drive, Grosse Pointe Woods, MI 48236

Historical Commission Excerpt
Pending Approval
10/12/17

3. **Repairs: Motion** by Ferry, seconded by Veitengruber, to recommend to City Council, the approval of repairs to the Cook Schoolhouse by Rely-On Construction, not to exceed \$550.00. This is a non-budgeted item in the FY 2017-2018 Cook Schoolhouse Balance Sheet. Account # 205-870-820-210. Ayes: 6, abstain: 1, absent: 1. Motion carried. **Motion** by Kent, seconded by Ferry, to do an immediate certification of the above motion. Ayes: all. Motion carried.

RECEIVED
NOV 16 2017
CITY OF GROSSE POINTE WOODS

From: Frank Schulte <fschulte@gpwmi.us>
To: John Parthum <jparthum97@aol.com>
Cc: Bruce Smith <bsmith@gpwmi.us>; Susan Como <SComo@gpwmi.us>; Nicole Byron <nbyron@gpwmi.us>
Subject: FW: Rely-On Construction
Date: Tue, Oct 10, 2017 4:26 pm
Attachments: doc09980620171010161515_10.10.2017_16.16.23.pdf (191K)

Hi John,

I attached is a quote from Rely-on construction to repair the Cupola and fix the rotten wood on the back of the cook school house and replace some siding on the building. Quote includes painting. The cost is \$550 Please let me know how you would like me to proceed.

Thanks,

Frank Schulte
Director of Public Services
City of Grosse Pointe Woods
1200 Parkway Dr
Grosse Pointe Woods, MI 48236
313 343-2460

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

P.O. BOX 36185 • GROSSE POINTE FARMS • MI 48236
(586) 295-5640 • (313) 882-1669
FAX (313) 882-3203

Invoice No. Est
Date 10/9/17
Work Performed at _____

DESCRIPTION OF SERVICES PERFORMED	AMOUNT
Repair hole in roof & missing shingles	
Replac missing shingle rear - paint	
Replac app 8' 1x8 rear door	
Replac 3' 1x6 rear at walk	
Prime & paint all new wood	
TOTAL	\$ 550.00 <u> </u>



Senior Citizens' Commission
September 9, 2017

MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON SATURDAY, SEPTEMBER 9, 2017 IN THE SWIMMING FACILITY BATHHOUSE AT LAKE FRONT PARK, 2300 EAST JEFFERSON, ST. CLAIR SHORES, MI 48080

CALL TO ORDER: Mark Strek, Chairperson called the meeting to order at 2:00 pm

ROLL CALL:

Commission Members: Beeby, Strek, Uhlig-Johnstone, Witt, Wehrmann
Also in Attendance, McConaghy, Thomas Isett
Absent: Maier, Motschall, Thornton

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CITY OF GROSSE PTE. WOODS

APPROVAL OF MINUTES:

Motion by Beeby, seconded by Witt, to approve the minutes for the Senior Citizens' Commission meeting held on January 17, 2017 and July 18, 2017. Said motion passed unanimously.

CHAIRPERSON REPORT:

Strek reported that the Senior Picnic went great and was well attended.

Strek informed the commission of the withdrawal of prospective member, Dr. Dieter.

COUNCIL REPRESENTATIVE REPORT:

McConaghy reported that the Senior Picnic was successful. McConaghy also encouraged the commission members to work on fulfilling the vacancies to get back up to 11 commission members.

COMMUNITY REPRESENTATIVE REPORT:

Wehrmann provided an update from the Grosse Pointe Woods Senior Coordinator, Kathleen Norris:

- Lunch & A Movie: The following movies will be shown the "Lion" in September (sold out), "Going in Style" in October, and "Gifted" in November.
- Monthly Senior Trips: In September, a small group is going to Gilmore Car Museum near Kalamazoo, and Blake's Cider Mill is scheduled for October.
- Crafty Afternoon: Paper Beads will be made in September, Halloween Ribbon Wreaths will be made in October (sold out), and November is Christmas Ornaments.
- Monday Senior Cards usually has around 50 to 60 people every week
- Senior Holiday Social is scheduled for December 1, 2017

TREASURER'S REPORT:

Wehrmann reported the Carry-Forward budget increased by \$266.00 due to the Senior Picnic revenues, which the balance as of August 31, 2017 is \$6377.47. The council approved general fund as of August 31, 2017 is \$3400.00. Wehrmann suggested to the commission to think about how the commission can use the carry-forward funds. McConaghy reminded the commission that the council will need to approve any

expenditures since the funds come out of the general fund. Wehrmann also informed the commission the application for the Senior Expo Event held on Thursday, October 5, 2017, needs to be submitted.

Motioned by Wehrmann, seconded by Beeby, to immediately certify that the Senior Citizens' Commission hereby request City Council to approve an amount of \$165 for the expenses related to the table rental and advertisement for the Senior Expo Event held on Thursday, October 5, 2017. Said motion passed unanimously.

SOC REPORT:

Uhlig-Johnstone reported SOC Executive Director, Dr. Dieter has left SOC. Catherine O'Malley, is currently the Interim Executive Director. SOC continues to move forward on the strategic plan.

NEW BUSINESS:

Strek reported that since the Commission did not receive any sponsors or door prizes from sponsors outside of the commission members for the Senior Picnic, no thank you letters were needed at this time.

OLD BUSINESS:

Strek encouraged members seek out potential commission members to fulfill vacancies. Currently the commission is in need of GRC's and a Secretary.

Discussion was had to create a brochure subcommittee to create information regarding the purpose of the commission. A suggestion was made that a 3x5 card be made with the name, Grosse Pointe Woods Senior Commission and an email contact to answer any questions about the Senior Commission in time for the Senior Expo Event. Motshall, Witt, and potential member, Thomas Isett offered to be apart of the brochure subcommittee.

Motioned by Strek, seconded by Wehrmann, to immediately certify that the Senior Citizens' Commission hereby request City Council to approve to spend up to \$250 for printing costs toward an informational handout about the Senior Commission. Said motion passed unanimously.

Strek indicated the Senior Commission meeting scheduled for November 21, 2017 would be in conflict with the Woods Aglow event. Beeby offered to host the November meeting at Sunrise 21260 Mack Avenue, Grosse Pointe Woods, MI 48236 at 7:00 pm.

ADJOURNMENT:

Motion by Strek, seconded by Wehrmann, that the meeting adjourn at 2:30 pm. Said motion passed unanimously.

Respectfully submitted,
Heidi Uhlig-Johnstone
SOC Representative

SENIOR CITIZENS' COMMISSION
March 21, 2017

MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY, March 21, 2017 IN THE PARK ROOM OF THE COMMUNITY CENTER, 20025 MACK PLAZA DRIVE, GROSSE POINTE WOODS, MI 48236

CALL TO ORDER:

Chairperson Mark Strek called the meeting to order at 7:00 p.m..

ROLL CALL:

Commission Members: Motschall, Witt, and Strek

Also in Attendance: McConaghy

Absent: Beeby, Gattari, Maier, Thornton, Uhlig-Johnstone, Wehrmann

APPROVAL OF MINUTES:

Approval of the minutes from the meeting held on Tuesday, January 17, 2017 will be discussed at the Commission's next scheduled meeting in May. There was not a quorum attending.

ADJOURNMENT:

Motion by Witt, seconded by Motschall, to adjourn the meeting at 7:05 pm. Said motion passed unanimously.

Respectfully submitted,
Donald Witt
Co-Chair

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AUG 02 2017
CITY OF GROSSE PTE. WOODS

Approved by
Commission
on 10-4-17



THE GROSSE POINTE WOODS
TREE COMMISSION MEETING MINUTES 6 SEPTEMBER 2017

THE MEETING WAS CALLED TO ORDER AT 7:31 PM BY CHAIRPERSON STEVE CHAN

FOLLOWING MEMBERS WERE IN ATTENDANCE:

STEVE CHAN
RANDY RENNPAGE
JOE BACKER
ROBERT GREENING
PETER GROSCHNER
MARY ELLEN MEYERING
ED GAFFNEY
LAURA GASKIN
VICKI GRANGER COUNCIL REPRESENTATIVE

RECEIVED

SEP 18 2017

CITY OF GROSSE PTE. WOODS

MOTION TO APPROVE THE AGENDA AS AMENDED WITH DISCUSSION IN NEW BUSINESS OF THE RESIGNATION OF CHRIS DICICCO, MOVED BY JOE BACKER, SECONDED BY PETER GROSCHNER, PASSED UNANIMOUSLY.

LAURA GASKIN MOVED TO APPROVE THE MINUTES OF THE MEETING 3 JUNE 17 WITH THE CORRECTION OF THE SPELLING OF BACKER AND DATE CORRECTION TO 6 SEPTEMBER 2017 FROM 17 SEPTEMBER; SECONDED BY RANDY RENNPAGE, UNANIMOUSLY PASSED.

TREASURERS REPORT WAS READ BY STEVE CHAN AS OF 31 AUGUST 17. WE NOTED THE BUDGET SUBMITTED WAS APPROVED AT \$1,885.00 AND THE BALANCE IS \$4,069.18 CONTAINING A CARRY OVER AMOUNT.

NEW BUSINESS:

1. RESIGNATION OF CHRIS DICICCO WAS RECEIVED BY STEVE CHAN, SO THE COMMISSION NOW IS LOOKING FOR A NEW MEMBER AND THERE ARE NO APPLICATIONS ON FILE.
2. STEVE PASSED OUT COPIES OF THE TREE COMMISSION DIRECTORY SO EVERYONE CAN VERIFY THEIR INFORMATION, AND IT CAN BE UPDATED ACCORDINGLY.
3. RED MAPLE, RIVER BIRCH, AND KOUSA DOGWOOD WERE THE SUGGESTIONS FROM FRANK SHULTE THE GPW FORRESTER. WE ARE IN HARDINESS ZONE 6. NEXT MEETING WE WILL HAVE THE COUNT OF GPW 3RD GRADE STUDENTS. STEVE TO COLLECT THE NUMBERS.
4. STEVE PASSED OUT A NEW TASK LIST TO BE USED AS A GUIDE AND UPDATED ACCORDINGLY AS THE YEAR PROGRESSES. MARY ELLEN MEYERING AGREED TO CANVASS THE COMMITTEE.
5. VICKI GRANGER BRIEFED, AND UPDATED THE COMMITTEE ON THE ACTIVITIES OF COUNCIL OVER THE SUMMER.
6. MOTION TO ADJOURN AT 8:47 MADE BY ED GAFFNEY AND SECONDED BY LAURA GASKIN PASSED UNANIMOUSLY.

SUBMITTED BY LAURA GASKIN OFFICE HELD: SECRETARY TEL: 313 808 0948

RECEIVED

OCT 20 2017

GROSSE POINTE WOODS TREE COMMISSION MEETING ON 4 October 2017 OF GROSSE PTE. WOODS

Approved on
11-6-17

MINUTES OF THE COMMUNITY TREE COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON
WEDNESDAY, OCTOBER 4, 2017, AT THE GROSSE POINTE WOODS CONFERENCE ROOM, 20025 MACK
PLAZA, GROSSE POINTE WOODS, MICHIGAN.

MEMBERS PRESENT: CHAIR STEVE CHAN, ED GAFFNEY, LAURA GASKIN, BOB GREENING, PETER
GROSCHNER, MARY ELLEN MEYERING, RANDY RENNPAGE,

MEMBERS ABSENT: JOE BACKER, TIM BUTLER, CHRIS DICICCO, JEFF PROFETA

ALSO PRESENT: COUNCIL MEMBER VICKI GRANGER

THE CHAIR CALLED THE MEETING TO ORDER AT 7:34 P.M.

MOTION BY GROSCHNER, SECONDED BY GASKIN, 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: CHAN, GAFFNEY, GREENING,

NO: NON

ABSENT: FO

MOTION BY RENNPAGE, SECONDED BY GROSCHNER, TO
2017 AS SUBM

MOTION CARRIED BY THE F

YES: CHAN, GAFFNEY, GREENING

NO: NON

ABSENT: FO

TREASURER RI



10/10/15-880.700

TREE ADV

Commission

(888) 254-5417 | www.flagstar.com/governmentbanking

THE TREASURER'S REPORT WAS READ BY STEVE CHAN AS OF AUGUST 21, 2017. WE NOTED THE
BUDGET SUBMITTED WAS APPROVED AT \$1,885.00 AND THE BALANCE IS \$4,069.18 CONTAINING A
CARRY OVER AMOUNT.

OLD BUSINESS:

THE FIRST ITEM DISCUSSED WAS SELECTION OF THE TREE SPECIES FOR ARBOR WEEK 2018.

MOTION BY GREENING, SECONDED , BY GASKIN TO PURCHASE KOUSA DOGWOOD, 315 AT A PRICE NOT TO EXCEED 1350 PRIOR TO 30 NOV 2017 FOR ARBOR DAY WEEK DISTRIBUTION TO GRADE THREE STUDENTS.

MOTION CARRIED BY THE FOLLOWING VOTE:

YES: CHAN, GAFFNEY, GROSCHNER, MEYERING, RENNPAGE

NO: NONE

ABSENT: FOUR

NEW BUSINESS:

THE NEXT ITEM DISCUSSED WAS SELECTION OF NEW CANDIDATE FOR TREE COMMISSION.

MEYERING REPORTED THAT THE BOARD REMAINS THE SAME, THE VOTE WILL TAKE PLACE NEXT MONTH.

MOTION BY GAFFNEY, SECONDED, BY GROSCHNER, TO ADJOURN MEETING AT 8:19 P.M. PASSED UNANIMOUSLY.

RESPECTFULLY SUBMITTED,

LAURA GASKIN

SECRETARY



NOTE

RECEIVED

NOV - 3 2017

8A

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

CITY OF GROSSE POINTE WOODS

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

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

Applicant: Daniel E. Salden Birth Date: 05-16-1963

Home address: 468 Bournemouth Circle, Grosse Pointe Farms, MI 48236

Telephone: 313.550.2267 Driver's License No. S435135188371

Business Name: ProBroker Realty Telephone: 313.550.2267

Business Address: 468 Bournemouth Circle, Grosse Pointe Farms, MI 48236

Description of Business: Real estate brokerage services

Assistants: _____

Name	Address	Date of Birth

If vehicle used, describe: 2011 Ford Flex PRBRKR
Year Make Model License Plate #

Other cities served: All 5 Pointes, St Clair Shores, Harrison Twp.

Years previously licensed in Grosse Pointe Woods: None

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

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

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

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

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

Signed: [Signature] Date: 11-03-17

State of Michigan)
County of Wayne) ss.

Subscribed and sworn to by Daniel Salden
before me on the 3 day of November, 2017

[Signature]
Signature of Notary Public
My Commission expires: 09/02/2018

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



CITY OF GROSSE POINTE WOODS MEMORANDUM

8B

RECEIVED
NOV - 1 2017
CITY OF GROSSE POINTE WOODS

Date: November 20, 2017

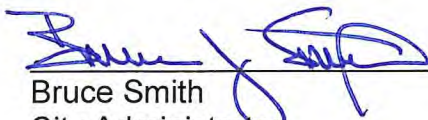
To: Mayor and City Council


Re: Milk River/Grosse Gratiot Drain Budget Amendment

The City is in receipt of the tentatively approved budget for fiscal year 2017-18. The first drawdown on this state revolving fund took place on 02/02/2017 with the first principal payment due on 04/01/2020. The Wayne County Drain Commission is estimating our interest payments to be \$70,936 in FY 2017-18. During our budget process, we budgeted an interest payment amount of \$10,289 in the Grosse-Gratiot Drain Fund based upon the loan summary which was received on 5/31/2017 (see attached) which results in a shortfall of \$60,647.

I am requesting City Council approve a budget amendment to the Milk River/Grosse Gratiot Drain fund in the amount of \$60,647. Funds will be taken from the fund balance budget line 365-000-395.000 and moved to the Milk River-Interest expense line of 365-445-992.000.

Thank you.


Bruce Smith
City Administrator


Cathrene Behrens
Treasurer/Comptroller

City of Grosse Pointe Woods													
Budget Revenue Analysis - <u>GROSSE GRATIOT DRAIN</u>													
FY 17 - 18													
										642,334,766	660,245,108	660,245,108	659,449,995
	Revised 10/19/2017			782,426,719	699,266,846	617,175,882	604,800,000	601,100,000	601,100,000	633,674,000	Taxable Val	Taxable Val	Taxable Val
acct	Account Name	FY 07-08 Audited	FY 08-09 Audited	FY 09-10 Audited	FY 10-11 Audited	FY 11-12 Audited	FY 12-13 Audited	FY 13-14 Audited	FY 14-15 Actual	FY 15-16 Actual	FY 16-17 Adopted	Thru 2/28/2017	FY 17 - 17 Proposed
				3.8020	3.8020	4.4685	4.5281		2.7340	4.1509	4.1509	4.1509	2.6070
365.000	GG Drain Fund												
365000402000	Operating Levy	174,018	-	2,962,782	2,651,129	2,753,485	2,720,733	2,706,194	1,685,314	2,666,267	2,703,066	2,529,178	1,719,186
365000402001	MTT Tax Refund	-	(32,550)	(2,473)	10,988	(17,661)	28,174	(1,898)	-	(90,000)	-	-	-
365000402100	DELQ TAX				7,433		-				-	-	-
365000665000	Interest Earnings	-	-	-	-				-	-	-	-	-
365000697000	Trf Prior Yr Reserve	-	-	409,282	589,954	155,705			-		-	-	53,918
365000703000	Trf Wayne CntyTxFund	3,479,741	3,220,893		-				-	-	-	-	-
	Total GG Drain Fund	3,653,759	3,188,344	3,369,591	3,259,503	2,891,530	2,748,907	2,704,296	1,685,314	2,576,267	2,703,066	2,529,178	1,773,104

CITY OF GROSSE POINTE WOODS														
BUDGET WORKSHEET - <u>GROSSE GRATIOT DRAIN</u>														
FY 2017-18														
		FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17		FY 17-18		
ACCOUNT NO.	ACCOUNT NAME	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	BUDGET AMOUNT	7/1/2016 - 2/28/2017 ACTUAL	DEPT REQUESTED	CITY ADMIN RECOMM	
GENERAL EXPENDITURES														
365445818000	CONTR-O&M MILK RIVER	990,971	1,027,996	1,165,717	1,327,802	1,367,905	1,408,037	1,439,036	1,575,846	1,560,854	1,187,012	1,688,288	1,688,288	
355445840000	PRIOR YR TAX REFUNDS	-	-	-	-	-	-	-	-	90,000	-	-	-	
365445991000	MILK RIVER - PRINCIPAL	1,092,022	1,119,247	1,152,522	1,185,797	1,173,754	-	-	-	-	-	-	-	
365445992000	MILK RIVER - INTEREST	132,873	102,219	72,597	43,949	14,676	-	-	-	1,038,332	-	70,936	70,936	
365445992200	SRF Pre-Funding 5446-01	-	-	-	-	-	828,847	226,874	102,960	-	19,195	-	-	
	DEPARTMENT TOTAL	2,215,866	2,249,461	2,390,836	2,557,547	2,556,335	2,236,885	1,665,910	1,678,806	2,689,186	1,206,207	1,759,224	1,759,224	
TRANSFERS & OVERHEAD														
365482999101	TRF TO GENERAL	125,000	295,000	305,000	120,000	120,000	-	-	-	-	-	-	-	
365482999203	TRF TO LOCAL STREET	550,000	550,000	550,000	200,000	-	-	-	-	-	-	-	-	
365482999592	TRF TO WATER/SEWER	250,000	250,000	-	-	-	-	-	-	-	-	-	-	
365482999650	TRF TO MIS	10,000	10,000	-	-	-	-	-	-	-	-	-	-	
	DEPARTMENT TOTAL	935,000	1,105,000	855,000	320,000	120,000	-	-	-	-	-	-	-	
DEBT SERVICE - OTHER														
365993757000	OPERATING SUPPLIES	-	-	-	-	-	-	-	-	-	-	-	-	
365993818000	CONTRACTUAL SERVICES	12,450	2,976	5,000	5,236	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
365993914000	INSURANCE	12,153	12,153	8,666	8,747	8,732	8,701	8,596	8,735	8,880	8,708	8,880	8,880	
	DEPARTMENT TOTAL	24,603	15,129	13,666	13,983	13,732	13,701	13,596	13,735	13,880	13,708	13,880	13,880	
GRAND TOTAL MILK RIVER DRAIN EXPENSE														
		3,175,469	3,369,590	3,259,503	2,891,530	2,690,067	2,250,586	1,679,506	1,692,541	2,703,066	1,219,915	1,773,104	1,773,104	

CITY OF GROSSE POINTE WOODS
 BUDGET WORKSHEET - GROSSE GRATIOT DRAIN
 FY 2017-18
 ACCOUNT DETAIL INFORMATION

ACCOUNT		QTY	UNIT COST	FY 2017-18	
NUMBER	DESCRIPTION			DEPT REQUESTED	CITY ADMIN RECOMM
365445992200	Interest				
365445992200	SRF Spring Interest Payment 4/1/2018			70,936	70,936
365445992200					
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
365445992200				-	-
ACCOUNT TOTAL				70,936	70,936

ESTIMATED INTEREST BASED ON SRF DRAWDOWNS

The interest on the Milk River Drainage District SRF loan is 2.5% based on the amount disbursed through drawdowns. The first interest payment, based on the initial drawdowns for the project, was \$27,540.43. Grosse Pointe Woods is responsible for 51.279% of the interest amount (\$14,122.73). The SRF loan is interest-only until April 2020. The first principal payment is due April 1, 2020. The SRF loan is in the amount of \$36,170,000.

The estimated interest for the 2018 Milk River budget was based on the engineering estimate of an additional \$12.5 million of construction expense during the rate period. The interest invoiced to the communities will be the actual invoiced amount due to the State of Michigan. Actual interest is based on the amounts outstanding during the period. Actual interest is often less than the estimated amount due to the timing of drawdowns.

	DRAWDOWN TOTAL	CALCULATED INTEREST DUE 4/2018	CALCULATED INTEREST DUE 10/2018	TOTAL ESTIMATED INTEREST
TOTAL THRU 7/2017	\$ 4,849,967	\$ 60,625	\$ 60,625	\$ 121,250
6 MO. DRAWDOWNS	\$ 6,216,500	\$ 77,706	\$ 77,706	\$ 155,412
6 MO. DRAWDOWNS	\$ 6,216,500	\$ 77,706	\$ 77,706	\$ 77,706
		<u>\$ 138,331</u>	<u>\$ 216,037</u>	<u>\$ 354,368</u>
Grosse Pte Woods allocation (51.279%)		\$ 70,935	\$ 110,781	\$ 181,716

ESTIMATED

Stephen Gerhart

From: Lisa Hathaway
Sent: Tuesday, August 29, 2017 2:25 PM
To: Stephen Gerhart
Subject: Resignation from Tree

Fyi, Chris DiCicco is resigning from the Tree Commission. We do not show the vacancy until we receive written resignation from Mr. DiCicco and it is accepted by Council. Steve Chan said he sent a message to him asking that a note be sent to me.

*Lisa Kay Hathaway, CMMC/MMC
City Clerk/F.O.I.A. Coordinator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
313 343-2447
313 343-5667 (Fax)*

*Director-Michigan Association of Municipal Clerks (MAMC)
Chair - MAMC Membership/CMMC Program
Member - MAMC Legislative Committee*

RECEIVED

OCT 13 2017

CITY OF GROSSE PTE. WOODS

689 South Renaud Road
Grosse Pointe Woods, Michigan 48236
November 11, 2017

Robert E. Novitke, Mayor
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

Dear Mayor Novitke,

I wish to inform you, that I do not seek reappointment to the Historical Commission.

My term expires at the end of December, 2017.

Sincerely,

A handwritten signature in cursive script that reads "John W Parthum Jr".

John W. Parthum, Jr.

Cc: Michael Koester
Lynne Millies

Lisa Hathaway

From: George McMullen <george@grmcmullen.net>
Sent: Friday, November 10, 2017 5:52 AM
To: Dan Curis
Cc: Lisa Hathaway
Subject: Resignation Local Officers Compensation Commission

Dear Chairman Curis

Due to my recent election to the Grosse Pointe Woods City Council it is with regret that I have to tender my resignation from the Local Officers Compensation Commission effective 11/10/2017

I have enjoyed working with you under your exemplary leadership of the commission.

All the best for the commission and I would like to take this opportunity to thank for your service and commitment to Grosse Pointe Woods

Sincerely

George R. McMullen Jr.

George R. McMullen Jr.
1382 Hollywood Ave.
Grosse Pointe Woods, MI
48236

Phone: (313) 886-9959
Cell: (313) 549-6363
E-mail: george@grmcmullen.net

PHILLIP M. WHITMAN
Attorney at Law
1545 Roslyn Road
Grosse Pointe Woods, MI 48236
248-565-5718 Phone

RECEIVED
NOV 16 2017
CITY OF GROSSE PTE. WOODS

November 16, 2017

Hon. Robert E. Novitke
Mayor, City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

Dear Mayor Novitke,

As you are aware, I am currently a Member of the Grosse Pointe Woods Historical Commission. In this role, it has been my great honor to serve the residents of Grosse Pointe Woods in an advisory capacity to the Mayor and Council, and to facilitate greater awareness of the interesting and special past of our city. I was pleased to lead the Commission during two terms as Chairperson, and especially enjoyed being a part of the Memorial Day celebration as Master of Ceremonies.

Unfortunately, my life situation has changed and I have been blessed with two young children, ages 3 and 1 year, who require much of my free time. It is due to the increased demands on my time that I am forced to resign from the Historical Commission, effective as soon as your Honor sees fit to remove me.

I appreciate the opportunity that your appointment has given me, and I intend to serve again in the near future.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'PM Whitman', written in dark ink.

PHILLIP M. WHITMAN



CITY OF GROSSE POINTE WOODS MEMORANDUM

8D

RECEIVED

OCT 25 2017

CITY OF GROSSE PTE. WOODS

Date: October 25, 2017

To: Mayor and City Council

From: Bruce Smith, City Administrator

Subject: 2018 Commission Appreciation Reception

Annually, the City of Grosse Pointe Woods hosts the Commission Appreciation Reception honoring various Commission Members who volunteer within the City of Grosse Pointe Woods.

It is my recommendation that the event be held in the city's Community Center and that City Council authorize the City Administrator to sign any contracts in an amount to not to exceed \$8,000. This is a budgeted item in the 17/18 FY budget, account #101-101-881.000, in the amount of \$8,000.

A handwritten signature in blue ink, which appears to read "Bruce Smith", is located below the main text of the memorandum.

9A

MEMO 17 - 44

RECEIVED
OCT 26 2017
CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *FS*
DATE: October 26, 2017
SUBJECT: Recommendation –Lake Front Park Tennis Court Resurfacing

In August 2017, quotes were requested for the preparation, patching and resurfacing of Lake Front Park tennis courts 9 and 10 and the conversion of courts 3 and 4 for pickleball. We received the following quotes:

Tennis Courts Unlimited	\$17,458.00
Goddard Coatings Sport Surfaces	\$17,700.00
The Courtsmiths	no comparable quote

Tennis Courts Unlimited submitted the low bid in the amount of \$17,458.00. Tennis Courts Unlimited was retained by the city in 2013 and 2015 to prepare, patch and resurface Lake Front Park tennis courts 3 through 10 and the work was completed satisfactorily. I do not believe any benefit would accrue to the city by seeking additional bids.

Therefore, I recommend a purchase order be issued for the preparation, patching and resurfacing of Lake Front Park tennis courts 9 and 10 and the conversion of courts 3 and 4 for pickleball to Tennis Courts Unlimited, P.O. Box 156, Watervliet, MI 49098 in an amount not to exceed \$17,458.00. This is a budgeted item included in the 2017/18 budget in account 401-902-977.104 in the amount of \$20,000.00.

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

CC: Bid File
O/F

I do not believe any benefit will accrue to the City by seeking further bids.

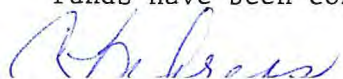
Approved for Council consideration.



City Administrator Signature

10/26/2017
Date

Funds have been confirmed and approved in the FY 2017/18 Budget.

 11/16/2017



**CITY OF GROSSE POINTE WOODS
DEPARTMENT OF PUBLIC SAFETY**

9B

Date: October 18, 2017
To: Cathrene Behrens, Treasurer/Comptroller
Bruce Smith, City Administrator
From: John G. Kosanke, Director of Public Safety
Subject: **Annual Ammunition Purchase**

RECEIVED
OCT 26 2017
CITY OF GROSSE PTE. WOODS

I am requesting approval to replenish the department's ammunition supply by making a purchase of various types of ammunition in the amount of \$8,924.24 from Kiesler's Police Supply, Inc. We have received a quote from this vendor which references the State of Michigan contract prices. In addition to holding the State bid, Kiesler's is the vendor which deals with the Michigan State Police and is a vendor which we have successfully done business with in the past.

Payment will be issued to:


Kiesler's Police Supply, Inc.
2802 Sable Mill Rd.
Jeffersonville, IN 47130

This is a budgeted expense included in the 2017/2018 fiscal year budget in the **Operating Supplies – Police Services fund** (101-310-757.000) in the amount of \$10,000.00 set aside for the purchase of ammunition.

Recommend Approval of the above stated purchase with a cost not to exceed **\$8,924.24** as submitted.

Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.

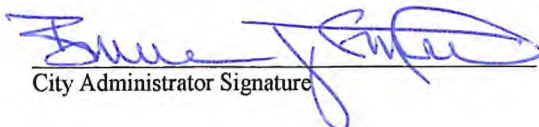

Department Head Signature – Public Safety

Fund Certification:

I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.


Treasurer/Comptroller Signature

I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

 10/19/17
City Administrator Signature



KIESLER'S POLICE SUPPLY, INC.

2802 SABLE MILL RD - JEFFERSONVILLE, IN 47130

EIN # 35-1361847

Orders: (800)444-2950

Information: (812)288-5740

Fax: (812)288-7560

QUOTE

Page 1

Sold To L70812	GROSSE POINTE WOODS, CITY OF PUBLIC SAFETY 20025 MACK PLAZA DRIVE ATTN: ACCOUNTS PAYABLE GROSSE PT WOODS, MI 48236 (313)343-2400	Ship To	GROSSE POINTE WOODS PUBLIC SAFETY DEPARTMENT 20025 MACK PLAZA DR ATTN: SGT BRIAN CONIGLIARO GROSSE POINTE, MI 48236
--------------------------	---	----------------	--

Our Order #	Date	Rep ID	Order No.	Ord Date	Ship Via	Terms	Inv No.
00841388	10/09/17	MI/KEM	*****	10/09/17	NET 30/DRP SHIP	NET 30 DAYS	

DEPT QUOTE

Item/Description	Quantities	Units	Price	Amount
FEDET223A FEDERAL TRU 223REM 55GR SP MI CONTRACT	Ordered 12.0000 Shipped .0000	CASE	178.350	2140.20
FEDET223E FEDERAL TCT 223REM 55GR 500RD CASE, 20RD BOX MI CONTRACT	Ordered 4.0000 Shipped .0000	CASE	294.700	1178.80
FEDEBC40CT1 FEDERAL BALLISTIC CLEAN 40CAL 125GR FEDEAE9AP FEDERAL AE 9MM LUGER 124GR FMJ 1000RD CS 20BX OF 50EA MI CONTRACT	Ordered 1.0000 Shipped .0000 Ordered 6.0000 Shipped .0000	CASE CASE CASE	438.190 202.130	438.19 1212.78
FEDEP9HST1 FEDERAL PREM 9MM 124GR HST JHP 50RD FEDEBC9NT3 FED#BC9NT3 9MM LUGER 100GR BLLSTCLN CQT, FRANGIBLE 1000RDS PER CASE 50RDS PER BOX 20 BOXES PER CASE	Ordered 3.0000 Shipped .0000 Ordered 6.0000 Shipped .0000	CASE CASE CASE	317.830 409.150	953.49 2454.90

(continued on next page)

Non-Taxable	Taxable	Sales Tax	Freight	Misc	* Invoice Total *
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Kiesler's FFL# 435019110C01674

101-310-757,000

operating supplies

\$10,000 in budget for ammunition

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. All returned goods will be subject to a restocking fee.

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



KIESLER'S POLICE SUPPLY, INC.

2802 SABLE MILL RD - JEFFERSONVILLE, IN 47130

EIN # 35-1361847

Orders: (800)444-2950

Information: (812)288-5740

Fax: (812)288-7560

QUOTE

Page 2

Sold To L70812	GROSSE POINTE WOODS, CITY OF PUBLIC SAFETY 20025 MACK PLAZA DRIVE ATTN: ACCOUNTS PAYABLE GROSSE PT WOODS, MI 48236 (313)343-2400	Ship To	GROSSE POINTE WOODS PUBLIC SAFETY DEPARTMENT 20025 MACK PLAZA DR ATTN: SGT BRIAN CONIGLIARO GROSSE POINTE, MI 48236
--------------------------	---	----------------	--

Our Order #	Date	Rep ID	Order No.	Ord Date	Ship Via	Terms	Inv No.
00841388	10/09/17	MI /KEM	*****	10/09/17	NET 30/DRP SHIP	NET 30 DAYS	

		DEPT QUOTE			
Item/Description	Quantities	Units	Price	Amount	
MI CONTRACT					
FEDELE12700	Ordered	4.0000			
FEDERAL 12GA HI POWER OO BUCK	Shipped	.0000	CASE	136.470	545.88
5RD/BOX 250RD/CASE					
MI CONTRACT					
FORMAT KELSIE	Ordered	1.0000			
QUOTED BY KELSIE MCMAHEL	Shipped	.0000	EACH	.000	.00
KIESLER POLICE SUPPLY					
2802 SABLE MILL ROAD					
JEFFERSONVILLE, IN 47130					
THIS QUOTE IS VALID FOR 30 DAYS.					

Subtotal : 8924.24

Non-Taxable	Taxable	Sales Tax	Freight	Misc	* Invoice Total *
8924.24	.00	.00	.00	.00	8924.24

Kiesler's FFL# 435019110C01674

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DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



CITY OF GROSSE POINTE WOODS MEMORANDUM

ac

DATE: November 7, 2017

TO: Mayor and City Council

FROM: Bruce Smith, City Administrator

SUBJECT: 2017 CDBG Subrecipient Agreement

RECEIVED
NOV -7 2017
CITY OF GROSSE POINTE WOODS

The City receives Community Development Block Grant (CDBG) funding on an annual basis. On February 2, 2017 the City Council approved the PY 2017 CDBG Budget to supplement programs for senior citizens and the physically challenged through allocations to PAATS, County Wide Housing Rehab, and Administration. The 2017 Proposed Estimated CDBG Budget the City submitted is as follows:

2017 Proposed Estimated CDBG Budget

1. Pointe Area Assisted Transportation Service	\$ 7,762.00
2. Minor Home Repair/Housing Rehab	\$ 38,810.00
3. Administration	\$ 5,175.00
Total	<u>\$51,747.00</u>

The amount approved is as follows:

2017 Approved CDBG Budget

1. Pointe Area Assisted Transportation Service	\$ 6,985.80
2. Minor Home Repair/Housing Rehab	\$ 34,929.00
3. Administration	\$ 4,657.50
Total	<u>\$46,572.30</u>

As with past years, a *Subrecipient Agreement for the Wayne County Community Development Block Grant Program* is entered into with Wayne County for the release of the 2017 CDBG funds. The purpose of the Agreement is to ensure the City will follow the rules, regulations, and guidelines set forth by Housing and Urban Development through the Community Development Block Grant Program. The Subrecipient Agreement requires the Mayor's signature.

I recommend that City Council authorize the Mayor to sign the 2017 *Subrecipient Agreement for the Wayne County Community Development Block Grant Program*.

A handwritten signature in blue ink, likely of the City Administrator, Bruce Smith.



CITY OF GROSSE POINTE WOODS MEMORANDUM

RECEIVED
NOV 13 2017
CITY OF GROSSE PTE. WOODS

Date: November 20, 2017

To: Mayor and City Council

From: Cathrene Behrens, Treasurer/Comptroller

CB

Re: 2017-18 Budget Amendment

The City recently received the attached contract enumeration document from the Wayne County Executive's Office notifying the City of the 2017 CDBG allocation from the US Department of Housing and Urban Development.

I have attached an updated 2017-18 budget worksheet for the CDBG fund #245 in order to amend the budget to allow for the expenditure of these funds in the amount of \$4,658 for administration and \$34,929 for the minor home repair program. The CDBG process is based upon a reimbursement system where the City expends the funds to pay for the home repair services up front and then requests reimbursement for those expenses from the Wayne County Department of Management and Budget. The administrative salaries/admin costs are reimbursed to the City based upon staff hours spent administering the City's senior programs.

Recommendation

I respectfully request that Council authorize the above presented budget amendment to the 2017-18 CDBG budget. The "up front" expenses will be paid from the General Fund balance line 101-000-395.000, which will be reimbursed at the time the City receives reimbursement from Wayne County.

CITY OF GROSSE POINTE WOODS

BUDGET WORKSHEET-CDBG

FY 2017-18

ACCOUNT NO.	ACCOUNT NAME	FY 08-09	FY 09-10	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	FY 15-16	FY 16-17		FY 17-18	
		ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	ACTUAL AMOUNT	BUDGET AMOUNT	7/1-12/31/16 ACTUAL	DEPT REQUESTED	CITY ADMIN RECOMM
245000000000	REVENUE											34,929	34,929
245000531002	CDBG GRANTS - 04	7,663	11,090	8,083	7,621	7,000	6,483	7,693	-	7,000	-	4,658	4,658
245000665000	INTEREST EARNINGS	14	-	-	-	-	-	-	-	-	-	-	-
	REVENUE TOTAL	7,678	11,090	8,083	7,621	7,000	6,483	7,693	-	7,000	-	39,587	39,587
245730000000	EXPENSES												
245730702000	SALARIES/ADMIN	16,800	10,800	16,800	15,500	7,000	6,450	7,000	-	7,000	-	4,658	4,658
245730770000	REHAB PROJECTS	-	-	-	-	-	-	-	-	-	-	34,929	34,929
245730988000	SERVICES OLDER CITIZ	-	-	-	-	-	-	-	-	-	-	-	-
	TOTAL EXPENSES	16,800	10,800	16,800	15,500	7,000	6,450	7,000	-	7,000	-	39,587	39,587
TOTAL REVENUE OVER EXPENSES		(9,122)	290	(8,717)	(7,879)	-	33	693	-	-	-	-	-



Warren C. Evans
Wayne County Executive

October 27, 2017

Dear Community:

You will find attached your CDBG 2017 Contract and the Contract Numeration listing Program Activities. Please review your contract and provided back to Wayne County two (2) copies of a sign contract and documentation.

If you have any questions, please let Wayne County know.

Thank you.

Sincerely,

Tuesday Redmond, Program Manager
Community Wellness
Community Development



Warren C. Evans
Wayne County Executive

Contract Enumeration

Grosse Pointe Woods	PAATS Senior Transportation	\$6,985.80	17-14-05A	Exempt
	Housing Rehabilitation Minor Home Repair	\$34,929.00	17-14-14A	Categorically Excluded
	Administration	\$4,657.50	17-14-21A	Exempt

Environmental Status and Requirements

- Exempt and Continuing Relevance Status:
 - Funds as of July 1, 2017 may be obligated and the activity is authorized to move forward.
- Categorically Excluded, Environmentally Assessed and Pending Status
 - These activities require Environmental Clearance and approval from Wayne County prior to awarding any contracts.

Public Service Contracts

- Public Service Contracts with outside agencies (i.e. The Guidance Center, Senior Alliance, Information Center, etc.) require a Letter of Agreement. Submit copies of the Letter of Agreement to Wayne County.

Construction Contracts

- All construction projects require a Department of Labor Wage Decision prior to bidding and must be recorded with Wayne County. Wage Decisions must be updated 10 days prior to the bid opening date.

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

Term July 1, 2017 through June 30, 2022

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

THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this _____ 1 _____ day of July, 2017, by and between the Charter County of Wayne, acting through Wayne County, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") City of Grosse Pointe Woods which address is at 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236 (the "Subrecipient").

Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD") to be the recipient of Community Development Block Grant ("CDBG") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program in the amount of up to Fifty One Thousand Four Hundred Ninety Four Dollars and Thirty Eight Cents (\$51,494.38) to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2017 starting July 1, 2017.
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient ("Parties") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1
Definitions

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

- 1.01 **"Agreement"** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02 **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. The CDBG Funds contemplated for this Agreement are Fifty One Thousand Four Hundred Ninety Four Dollars and Thirty Eight Cents (\$51,494.38)
- 1.04. **"City"** means the following:
 - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne,
- 1.16. **"Records"** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD..
- 1.18. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. **“Subrecipient”** shall mean City of Grosse Pointe Woods, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under CDBG Program.

Section 2

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

2.01 CDBG Objective

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

2.02 Compliance With CDBG Eligible Activity Requirements

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

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

acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;

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

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

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

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

(i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

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

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.

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

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

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

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

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

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

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

owned utilities, including the placing underground of new or existing distribution facilities and lines.

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

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

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

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

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

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

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

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

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is

attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

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

2.03 National Objectives.

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

1. Benefits low and moderate income persons

a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:

- 1) Area is primarily residential and activity meets LMI needs.
- 2) Income levels are documented by Census or an approved substitute.
- 3) Exceptions apply under special circumstances.

b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:

- 1) Persons are presumed to be LMI (abused children, elderly, homeless).
- 2) Assistance is for LMI persons owning or developing microenterprises.
- 3) Activity is a job training or placement activity. (Conditions do apply.)

c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:

- 1) At least 51% of units must be occupied by LMI.
- 2) Exceptions to the 51% rule are possible under limited circumstances.

d. (LMJ) Jobs -- activity creates or retains jobs:

- 1) At least 51% of the jobs must be held by or available to LMI persons.

2. Aids in the prevention or elimination of slums or blight

- 1) Area must have a substantial number of deteriorated buildings.
- 2) Activity must address one or more conditions contributing to deterioration.
- 3) Spot Basis -- activity eliminates specific condition of blight in particular instance.

3. Meets a need having a particular urgency (referred to as urgent need).

- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
- 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

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

3.01 Description of Work and Deadlines

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

3.02 CDBG Activity Description

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

3.03 Transfer or Reallocation

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

3.04 Payment Restrictions

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

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

3.05 Payment Disputes

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

3.06 Timely Execution of Agreement Required

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

3.07 Due Diligence Requirements

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

Section 4

Contractors

4.01 Using Contractors

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

4.02 Contractor Procurement

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

4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with

contractors must address the following:

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

4.04 Limitation on Term of Contractor Agreements

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

Section 5
Records and Reports

5.01 Records Requirements

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

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

5.02 Retention of Records

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

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

5.03 Recipient Right to Examine and Audit

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

5.04 Activity Description Records

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

5.05 Program Related Reports

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

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

Section 6

Program Income

6.01 Treatment of Program Income

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

6.02 Interest Bearing Account Requirement

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

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those

in revolving loan funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

Section 7

Use of Real Property

7.01 Use Restrictions

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

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

7.03 Requirement of Notice and Permission for Sale of Property

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

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

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

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

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

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

8.02 Compliance With State and Local Law

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

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

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

Section 9

Suspension and Termination

9.01 Termination For No Cause

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

9.02 Termination for Material Breach

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

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

9.03 Subrecipient's Duties After Termination

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

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

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

9.04 Records Upon Termination

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

9.05 Failure to Deliver Records

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

9.06 Access to Records Upon Termination

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

9.07 Assistance to Terminate

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

Section 10
Reversion of Assets

10.01 Return of Unspent CDBG Funds

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

10.02 Unused Equipment

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

Section 11
Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12
Amendment

12.01 Amendment Requirements

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

Section 13
Indemnification

13.01 General Indemnification and Hold Harmless Requirement

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

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Subrecipient, its Contractors, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

13.02 Responsibility for Property Loss

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

13.03 Coverage of the term "Recipient"

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

13.04 Independent Contractor Relationship between Recipient and Subrecipient

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

Section 14

Insurance

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

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

County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.

G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

14.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

14.03 Primary Coverage. For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

14.04 Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.

14.05 Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by

virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

14.06 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

14.07 All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.

14.08 Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:

- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.

14.09 Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage

required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.

14.10 Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.

14.11 Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

14.12 The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

Section 15

Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

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

15.02 Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

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

economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

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

15.03 Succession

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

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

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

16.02 Warranty of Non-Solicitation of County Employees

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

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

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

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

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

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

Section 17

Notices

17.01 Manner of Notice

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

If to the Recipient:

Tom Colombo, Interim City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
tcolombo@gpwmil.us
(313) 343.2445

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

17.02 Effect of Notice and Requirements

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

17.03 Special Notices

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

17.04 Point of Contact

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work ("Point of Contact"). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or board member of Subrecipient.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

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

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne

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

Section 20

CDBG Certification

20.01 Ongoing Certification Compliance Required

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

Section 21

Authorization / Misc

21.01 Proper Authorization

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

21.02 Signage Requirement

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

21.03 Wayne County Commission Approval Required

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

Section 22

Signature

22.01 Duly Authorized Signatures

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

Grosse Pointe Woods

By: _____

Certifying Officer

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans

Wayne County Executive

County Commission approved and
Execution Authorized
by Resolution

No. _____

Date: _____

APPENDIX A

CDBG PROJECTS

Grantee	PY 2017 Grant Amount	Activity	Amount	Activity Matrix No.	National Objectiv e	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Grosse Pointe Woods	\$51,494.38	PAATS Senior Transportation \$7,762.00	\$51,494.38	05B	LMC	elderly	N/A	1131 persons	Enhance suitable living	17-14- 05A
				14A	LMH	N/A	Low/	5		17-14- 14A
		Housing Rehab. Minor Home Repairs \$38,582.95		21A	N/A	N/A	mod N/A	house/ holds N/A	Create Decent Housing N/A	17-14- 21A
		Administration \$5,149.43								

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

Salary and fringe for 1 FTE First Responder. First Responders are available 24/7 to provide critical support and case management for homeless survivors of domestic violence and sexual assault at our emergency shelter. They are also available to respond to calls from survivors on our 24-hour help-line.

APPENDIX B

PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY: Grosse Pointe Woods
GRANT YEAR: July 1, 2017 to June 30, 2018
QUARTER: _____

COMPLETE HIGHLIGHTED SPACES ONLY

	<u>Q1 Jul-Sep</u>	<u>Q2 Oct-Dec</u>	<u>Q3 Jan-Mar</u>	<u>Q4 Apr-Jun</u>	<u>TOTALS</u>
Beg Bal	\$ 51,494.38 (June 30th only)	-	-	-	-
INCOME SOURCES					
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Total Income Sources	-	-	-	-	-

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

Instructions for Completing the Quarterly Program Income Report

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

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

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

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

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

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

APPENDIX C
CERTIFICATIONS

Local Government Certifications

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

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

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

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

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

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

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

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

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

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

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

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

Certifying Officer

Date

Specific CDBG Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certifying Officer

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

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

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

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

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

<NONE>

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

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

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

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

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

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

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: Grosse Pointe Woods
Agreement: 2017 CDBG Subrecipient Agreement
Agreement Year: July 1, 2017 through June 30, 2018

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

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

EXECUTION

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

WITNESSES:

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

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

**EXHIBIT E
FFATA FORMS**

INFORMATION REQUEST FORM

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

200.331 Checklist

COUNTY DEPARTMENT: _____

FISCAL YEAR: _____

AWARD ID #	AMOUNT

Please complete the following information:

Subawardee

DUNS: _____

Subawardee Name (must match name in DUNS): _____

Subawardee Address: _____

Amount of subaward (obligated amount): _____

Subaward Obligation/Action Date: _____

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

Subaward Period of Performance Start and End Date _____

Federal Funding Agency ID

Leave Blank

Federal Funding Agency Name

Leave Blank

Federal Award Identification Number (FAIN)

Leave Blank

NAICS code for contracts/CFDA program number for grants :)

Subawardee

Number: _____

Location of entity (including congressional district): _____

Subawardee Principal Place of Performance (including congressional district): _____

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

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

First Step

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

(1) Federal Award Identification:

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

TO: Lisa Hathaway, Acting City Administrator
FROM: Frank Schulte, Director of Public Services
DATE: November 15, 2017
SUBJECT: 2017 SAW Grant, Sewer Cleaning, and CCTV Investigation
AEW Project No. 0160-0364

RECEIVED
NOV 15 2017
CITY OF GROSSE PTE. WOODS

90

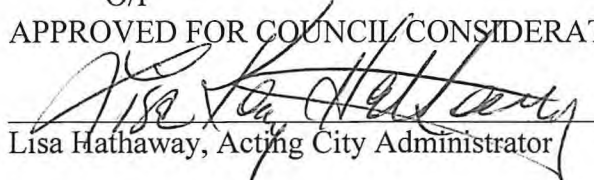
In 2013, AEW completed and submitted an application for SAW (Storm-water, Asset Management, Waste-water) Grant funds for the subject project. In December 2016, upon approval of the grant application, the Mayor, Council, and city management agreed to proceed. On Tuesday, September 12, 2017, four bids were received for the project. A summary of the bids is attached for your use. The lowest qualified bidder is Doetsch Environmental Services. AEW has worked with Doetsch Environmental Services in Roseville, St. Clair Shores, Center Line, and other neighboring communities and their performance and quality of work was satisfactory.

Based upon the recommendation of AEW, I concur that a contract for the 2017 SAW Grant, Sewer Cleaning, and CCTV Investigation be awarded to Doetsch Environmental Services, 21221 Mullin, Warren, MI 48089, in an amount not to exceed \$249,001.00. With engineering fees estimated at \$48,999.00 the total project cost will not exceed \$298,000.00. All expenditures related to this project are eligible for SAW Grant reimbursement which will cover 90% of the costs. This is a budgeted item included in the 2017/18 fiscal year budget in the amount of \$1,103,400.00 in general ledger account no. 592-537-975.005. Engineering fees for this project have not been separated out from SAW grant expenditures so this will require a budget transfer from 592-537-975.005, SAW Grant Construction to 592-537-975.004, SAW Grant Engineering, in the amount of \$48,999.00.

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

c.c. Eng. File
O/F


APPROVED FOR COUNCIL CONSIDERATION:

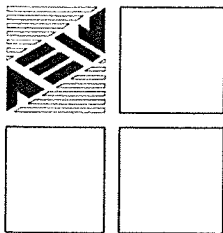

Lisa Hathaway, Acting City Administrator

11-15-17
Date

Fund Certification:

A budget transfer from 592-537-975.005, SAW Grant Construction to 592-537-975.004, SAW Grant Engineering, in the amount of \$48,999.00 and the account number has been verified.


Cathrene Behrens, Treasurer/Comptroller



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

November 7, 2017

Bruce Smith, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236-2397

Reference: 2017 SAW Grant, Sewer Cleaning, and CCTV Investigation
AEW Project No. 0160-0364

Dear Mr. Smith:

On Tuesday, September 12, 2017, four (4) bids were received for the above referenced project. We have tabulated the bids and have included a summary herewith for your use.

The low bidder for this project is Doetsch Environmental Services of Warren, Michigan with a total bid amount of \$249,001.00. We have worked with Doetsch Environmental Services in Roseville, St. Clair Shores, Center Line, and neighboring communities and find them qualified to perform the work being considered.

On the basis of the low bid, availability of funds, and the lowest bid submitted, we recommend that the contract for the **2017 SAW Grant, Sewer Cleaning, and CCTV Investigation Program** be awarded to **Doetsch Environmental Services, 21221 Mullin, Warren, Michigan 48089**, in the amount of **\$249,001.00**.

In addition, engineering costs are estimated at \$48,999 for a total project cost estimate of \$298,000. All expenditures related to this project are eligible for SAW Grant reimbursement which covers 90% of the costs.

If you have any questions, please advise.

Sincerely,

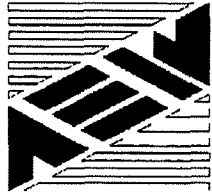
Frank D. Varicalli

cc: Frank Schulte, Director of Public Services with Bid Tab
Scott Lockwood, PE, AEW

Enclosure

m:\0160\0160-0364\gen\letters\smith\dv171107.docx

RECEIVED
NOV -7 2017
CITY OF GROSSE POINTE WOODS



TABULATION OF BIDS

City of Grosse Pointe Woods
2017 Saw Grant Sewer Cleaning
and CCTV Investigation
AEW PROJECT NO. 0160-0364

DATE: 9/27/2017
TIME: 10:00 AM

Prepared by: Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

VENDOR RANKING

<i>RANK</i>	<i>VENDOR NAME</i>		<i>TOTAL BID</i>
1	Doetsch Environmental	\$	249,001.00
2	Perceptive Service & Oper	\$	347,882.50 *
3	Greenscape	\$	356,753.00 *
4	Diversified Infrastructure	\$	472,276.50



TABULATION OF BIDS
City of Grosse Pointe Woods
2017 Saw Grant Sewer Cleaning
and CCTV Investigation
AEW PROJECT NO. 0160-0364

Doetsch Environmental
21221 Mullin
Warren, MI 48089

Perceptive Service & Oper
140 E Bridge St
Plainwell, MI 49080

Greenscape
P.O. Box 133
Lake, MI 48632

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1.	Catch Basin, Lead Cleaning	39,000	Ft	1.25	48,750.00	1.00	39,000.00	1.00	39,000.00
2.	Cleaning 06 - 12 inch Combined Sewers	36,500	Ft	0.75	27,375.00	1.00	36,500.00	1.00	36,500.00
3.	Cleaning 15 - 21 inch Combined Sewers	9,800	Ft	1.00	9,800.00	1.25	12,250.00 *	1.00	9,800.00
4.	Cleaning 24 - 36 inch Combined Sewers	13,500	Ft	1.00	13,500.00	1.85	24,975.00	1.25	16,875.00
5.	Cleaning 42 - 48 inch Combined Sewers	2,000	Ft	1.00	2,000.00	5.00	10,000.00	1.50	3,000.00
6.	Heavy Cleaning 06 - 12 inch Combined Sewers	14,600	Ft	0.50	7,300.00	1.00	14,600.00	1.50	21,900.00
7.	Heavy Cleaning 15 - 21 inch Combined Sewers	3,950	Ft	1.00	3,950.00	2.25	8,887.50	1.50	5,925.00
8.	Heavy Cleaning 24 - 36 inch Combined Sewers	5,400	Ft	4.00	21,600.00	2.50	13,500.00	1.50	8,100.00
9.	Heavy Cleaning 42 - 48 inch Combined Sewers	800	Ft	4.00	3,200.00	7.25	5,800.00	1.75	1,400.00
10.	Catch Basin Lead, Heavy Cleaning	15,600	Ft	0.01	156.00	1.00	15,600.00	1.50	23,400.00
11.	Extra Heavy Cleaning	80	Hr	150.00	12,000.00	240.00	19,200.00	1.85	148.00 *
12.	Final TV Investigation and Log, 06 - 12 inch Combined Sewers	36,500	Ft	0.50	18,250.00	1.00	36,500.00	1.00	36,500.00
13.	Final TV Investigation and Log, 15 - 21 inch Combined Sewers	9,800	Ft	0.50	4,900.00	1.00	9,800.00	1.00	9,800.00
14.	Final TV Investigation and Log, 24 - 36 inch Combined Sewers	13,500	Ft	0.50	6,750.00	1.00	13,500.00	1.00	13,500.00
15.	Final TV Investigation and Log, 42 - 48 inch Combined Sewers	2,000	Ft	0.50	1,000.00	1.00	2,000.00 *	1.00	2,000.00
16.	Combined TV Investigation and Log, 60 inch Storm Sewers	170	Ft	1.00	170.00	1.00	170.00	1.50	255.00
17.	Combined TV Investigation and Log, 66 inch Storm Sewers	1,400	Ft	1.00	1,400.00	1.00	1,400.00	1.75	2,450.00
18.	Combined TV Investigation and Log, 72 inch Storm Sewers (Man Entry)	1,600	Ft	2.00	3,200.00	1.00	1,600.00	2.00	3,200.00
19.	Combined TV Investigation and Log, 96 inch, Storm Sewer (Man Entry)	1,100	Ft	2.00	2,200.00	1.00	1,100.00	2.00	2,200.00



TABULATION OF BIDS
City of Grosse Pointe Woods
2017 Saw Grant Sewer Cleaning
and CCTV Investigation
AEW PROJECT NO. 0160-0364

Doetsch Environmental
21221 Mullin
Warren, MI 48089

Perceptive Service & Oper
140 E Bridge St
Plainwell, MI 49080

Greenscape
P.O. Box 133
Lake, MI 48632

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
20.	Final TV Investigation and Log, Catch Basin Lead	39,000	Ft	1.25	48,750.00	1.00	39,000.00	1.00	39,000.00
21.	Catch Basin, Cleaning	100	Ea	10.00	1,000.00	75.00	7,500.00	78.00	7,800.00
22.	Catch Basin, Cleaning Modified	100	Ea	10.00	1,000.00	75.00	7,500.00	70.00	7,000.00
23.	Cutting Service Lead Protrusions	50	Ea	5.00	250.00	100.00	5,000.00	500.00	25,000.00
24.	Removal of Mineral Deposits	100	Ea	5.00	500.00	100.00	10,000.00	350.00	35,000.00
25.	Traffic Control, Major Street	1	LS	3,000.00	3,000.00	5,000.00	5,000.00	4,000.00	4,000.00
26.	Traffic Control, Minor Street	1	LS	3,000.00	3,000.00	5,000.00	5,000.00	1,500.00	1,500.00
27.	Deliverables	1	LS	4,000.00	4,000.00	2,500.00	2,500.00	1,500.00	1,500.00
TOTAL AMOUNT BID				\$	249,001.00	\$	347,882.50 *	\$	356,753.00 *

* CORRECTED BY ENGINEER



TABULATION OF BIDS

City of Grosse Pointe Woods
2017 Saw Grant Sewer Cleaning
and CCTV Investigation
AEW PROJECT NO. 0160-0364

Diversified Infrastructure
46 S Rolling Meadows Dr
Fond du Lac, WI 54937

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
1.	Catch Basin, Lead Cleaning	39,000 Ft		1.88	73,320.00
2.	Cleaning 06 - 12 inch Combined Sewers	36,500 Ft		1.05	38,325.00
3.	Cleaning 15 - 21 inch Combined Sewers	9,800 Ft		1.24	12,152.00
4.	Cleaning 24 - 36 inch Combined Sewers	13,500 Ft		1.74	23,490.00
5.	Cleaning 42 - 48 inch Combined Sewers	2,000 Ft		2.07	4,140.00
6.	Heavy Cleaning 06 - 12 inch Combined Sewers	14,600 Ft		0.01	146.00
7.	Heavy Cleaning 15 - 21 inch Combined Sewers	3,950 Ft		0.63	2,488.50
8.	Heavy Cleaning 24 - 36 inch Combined Sewers	5,400 Ft		1.76	9,504.00
9.	Heavy Cleaning 42 - 48 inch Combined Sewers	800 Ft		2.70	2,160.00
10.	Catch Basin Lead, Heavy Cleaning	15,600 Ft		0.02	312.00
11.	Extra Heavy Cleaning	80 Hr		216.00	17,280.00
12.	Final TV Investigation and Log, 06 - 12 inch Combined Sewers	36,500 Ft		1.00	36,500.00
13.	Final TV Investigation and Log, 15 - 21 inch Combined Sewers	9,800 Ft		1.00	9,800.00
14.	Final TV Investigation and Log, 24 - 36 inch Combined Sewers	13,500 Ft		1.24	16,740.00
15.	Final TV Investigation and Log, 42 - 48 inch Combined Sewers	2,000 Ft		1.50	3,000.00
16.	Combined TV Investigation and Log, 60 inch Storm Sewers	170 Ft		2.10	357.00
17.	Combined TV Investigation and Log, 66 inch Storm Sewers	1,400 Ft		1.68	2,352.00
18.	Combined TV Investigation and Log, 72 inch Storm Sewers (Man Entry)	1,600 Ft		2.10	3,360.00
19.	Combined TV Investigation and Log, 96 inch, Storm Sewer (Man Entry)	1,100 Ft		2.10	2,310.00



TABULATION OF BIDS

City of Grosse Pointe Woods
2017 Saw Grant Sewer Cleaning
and CCTV Investigation
AEW PROJECT NO. 0160-0364

Diversified Infrastructure
46 S Rolling Meadows Dr
Fond du Lac, WI 54937

Item No.	Description	Estimated Quantity	Units	Unit Price	Amount
20.	Final TV Investigation and Log, Catch Basin Lead	39,000 Ft		4.86	189,540.00
21.	Catch Basin, Cleaning	100 Ea		30.00	3,000.00
22.	Catch Basin, Cleaning Modified	100 Ea		60.00	6,000.00
23.	Cutting Service Lead Protrusions	50 Ea		50.00	2,500.00
24.	Removal of Mineral Deposits	100 Ea		5.00	500.00
25.	Traffic Control, Major Street	1 LS		2,750.00	2,750.00
26.	Traffic Control, Minor Street	1 LS		250.00	250.00
27.	Deliverables	1 LS		10,000.00	10,000.00
TOTAL AMOUNT BID				\$	472,276.50

* CORRECTED BY ENGINEER

MEMO 17 - 45

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RECEIVED

NOV -8 2017

CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *F.S.*
DATE: November 6, 2017
SUBJECT: Recommendation – Solid Waste Collection Contract

A bid request for providing rubbish collection services to the city over a five-year period from January 1, 2018 through December 31, 2022 was posted on the Michigan Intergovernmental Trade Network (MITN) website on September 19, 2017. It was also advertised in the Grosse Pointe News. On October 3, 2017 the following bids were opened for collection of solid waste.

GFL Environmental Services	\$5,788,295.56 Annually
Advanced Disposal	\$7,608,165.00 Annually

GFL Environmental Services was the lowest qualified bidder. They assumed the operations for rubbish collection in the city when they purchased Rizzo Services in 2016 and their service has been satisfactory. While the bids represent an increase over the prior contract period, this bid specification requested the bidders include 64-gallon carts for both rubbish and recycling collection.

Therefore, I recommend the five-year contract for the collection of solid waste be awarded to GFL Environmental Services, 6200 Elmridge, Sterling Heights, MI 48313 to supply rubbish collection services from January 1, 2018 through December 31, 2022 in the total amount of \$5,788,295.56 with disposal at the City Disposal Transfer Station. The increased contract expense for the remainder of fiscal year 2017/18 will require a transfer of \$213,000.00 from the Solid Waste Fund balance, account No. 226-000-395.000 into Solid Waste contractual services, account No. 226-528-818.000 to cover the cost of the new contract.

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

CC: Bid File
O/F

Approved for Council Consideration


City Administrator Signature

Date

11/8/2017

Fund Certification:

A budget transfer is required from the Solid Waste reFund balance, account No. 226-000-395.000 into Solid Waste Contractual Services, account No. 226-528-818.000 in the amount of \$213,000.00, and that the account number has been verified.


Treasurer/Comptroller Signature

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

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

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

CHARLES T. BERSCHBACK

RECEIVED
NOV 16 2017

CITY OF GROSSE POINTE WOODS

DON R. BERSCHBACK
OF COUNSEL

November 16, 2017

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

RE. GFL Environmental Refuse Collection Contract
Agenda Item for November 20, 2017

Dear Honorable Mayor and Council:

In accordance with the Committee of the Whole discussions on October 30, 2017, I have reviewed the bid specs from GFL and have attached a proposed Refuse Collection Contract for review. In past refuse contract approvals, the contract to be signed incorporates by reference all of the documents submitted by GFL as part of the bid process. The contract documents are therefore in excess of 100 pages and outline all aspects of the contract.

I direct your attention to the following specifics:

1. Effective date is January 1, 2018, five year term.
2. The City may elect to extend the additional five years at rates proposed in the bid, but the City must provide the Contractor with written notice of its intent to extend at least six months prior to expiration.
3. A fuel adjustment factor will not be allowed for the first five years, nor any extension if exercised.
4. Two separate carts are being provided to each household, the carts become the property of the homeowners after completion of the five year contract, and the Contractor is required to repair any damaged carts.
5. I have added in a new paragraph to the main contract regarding the color of the carts since the bid specs were not consistent with the decision made at the COW as well as proposed language regarding plastic bag use..

Based on the staff's recommendation, it would be the prerogative of the City Council to award the Refuse Collection Contract starting on January 1, 2018 to GFL Environmental USA, Inc. and authorize the City Administrator to sign the Refuse Collection Contract.

Very truly yours,


CHIP BERSCHBACK

CTB:gmr
Enclosure

REFUSE COLLECTION CONTRACT

THIS AGREEMENT is entered into this 1st day of January, 2018, by and between the City of Grosse Pointe Woods, a Municipal Corporation, Wayne County, Michigan, (“City”), and GFL Environmental USA, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the City has advertised for bids for the collection of refuse from residential, business, commercial and office properties within the City of Grosse Pointe Woods, and has prepared certain instructions, specifications and contract documents to bidders, and

WHEREAS, the Contractor has made a bid in accordance with the advertisement and contract documents, which bid has been accepted by the City,

NOW THEREFORE, in consideration of the mutual undertakings of the parties, all as hereinafter set forth, it is agreed by and between the parties as follows:

1. The contract documents consisting of all of the documents listed on the Contractor’s Index (attached to this Contract as Exhibit A), including but not limited to the advertisement for bids, instructions to bidders, general specifications, proposal, bond, the Refuse Collection Contract, all exhibits, route lists, route maps, and the bid of the Contractor (collectively referred to as “the contract documents”), shall be incorporated herein by reference, and shall become a part of this Contract, and shall be binding upon both parties. However, the terms of this Refuse Collection Contract shall control in the event of any inconsistency between this Contract and the documents incorporated by reference.
2. The Contractor agrees that it shall, during the term of this contract or any extension, collect, transport, and dispose of all items of refuse and recyclables

within the City of Grosse Pointe Woods in accordance with the contract documents, and in accordance with the terms and provisions of the Contract, and in compliance with all provisions of applicable Federal, State and local laws pertaining to the functions to be performed hereunder.

3. The City agrees that it shall, upon satisfactory performance of the collection as required in the contract documents, and as required under the provisions of this Contract, and applicable ordinances of the City of Grosse Pointe Woods, pay to the Contractor the amounts specified in its proposal, at the time provided in the contract documents.
4. This contract shall have a term of five (5) years, effective JANUARY 1, 2018, through December 31, 2023.
5. The Contractor agrees to indemnify, defend and hold the City harmless from any and all claims or damages occasioned by, or arising out of, or in connection with, the performance of its duties hereunder, and agrees to secure and keep in force public liability insurance and property damage insurance, all as required by the contract documents.
6. The Contractor will file with the City a performance bond prior to the effective date of this Contract, which bond is incorporated herein by reference, and made a part of this contract.
7. In the event the Contractor fails, neglects or refuses to perform any and all of its duties under the contract, the City may perform such duties, and charge all costs incurred in connection therewith to the Contractor, and may deduct such costs from any monies due, or to become due to the Contractor. Such remedy shall be non-exclusive of any other remedies the City may have, and the exercise thereof

shall be in addition to, and without prejudice to, whatever other rights the City may have against the Contractor in the event of a breach.

8. The parties agree that the container colors for the 64 gallon carts shall be dark brown matte finish for mixed waste, and moss green, matte finish for recyclables. Contractor acknowledges and agrees to the City's ordinance change that will allow occupants to place no more than five bags next to the carts on limited occasions (e.g. holidays, moving, special events, etc.), and also require occupants to purchase an extra cart based on excessive use of plastic bags.

Witnessed by:

CITY OF GROSSE POINTE WOODS, MI
A Municipal Corporation

BY: _____
BRUCE SMITH
City Administrator

GFL ENVIRONMENTAL USA, INC.
Contractor

BY: _____

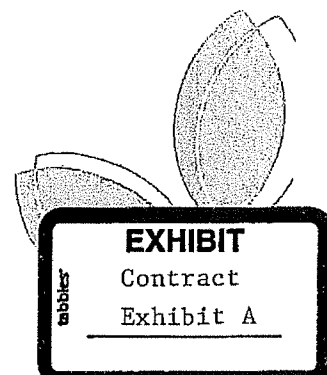
Its: _____



ORIGINAL

City of Grosse Pointe Woods / INDEX

- TAB 1. Transmittal/Certification Letter & Introduction to GFL Environmental USA Inc
- TAB 2. Bid Guarantee
- TAB 3. Addendum # 1
- TAB 4. Bid Document, 13 pages
- TAB 5. Article 1-5, Proposal & Pricing Pages
- TAB 6. Article 6, Proposal Submittal – Signature Page
- TAB 7. Remainder of Bid Document, 23 pages
- TAB 8. Performance Guarantee and Insurance Acknowledgement
- TAB 9. Articles and State of Michigan Certificate of Good Standing
- TAB 10. Non-Collusion Affidavit and Judicial Record
- TAB 11. References
- TAB 12. Disposal / Processing Sites and Equipment list
- TAB 13. Educational Program
- TAB 14. Comprehensive Recycling Programs and Curbside Recycling Guidelines
- TAB 15. Cart Specifications



CHARLES T. BERSCHBACK

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

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

CHARLES T. BERSCHBACK

RECEIVED

NOV 15 2017

CITY OF GROSSE PTE. WOODS

DON R. BERSCHBACK
OF COUNSEL

November 14, 2017

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

RE. Roadside Solicitation Ordinance / Agenda Item for November 20, 2017

Dear Honorable Mayor and Council:

I have attached a copy of my September 28, 2017 letter for background. This matter was reviewed at a Committee of the Whole meeting and I have attached a proposed ordinance for a first reading. As discussed, the requirements for issuance of a solicitation permit coincide with the new state law, although minimum liability insurance has been increased to \$1,000,000.00.

It would be the prerogative of Council to schedule this ordinance for a second reading with appropriate notices from the Clerk's Office. If you have any questions please call.

Very truly yours,



CHIP BERSCHBACK

CTB:gm

Enclosures

cc: Bruce Smith
Lisa Hathaway
Director Kosanke

ORDINANCE #

**AN ORDINANCE TO AMEND CHAPTER 10 BUSINESSES,
ARTICLE VII STREET SALES AND SOLICITATIONS TO
ADD CERTAIN DEFINITIONS AND TO AMEND
SEC. 10-264 REQUIREMENTS FOR PERMIT, TO
ALLOW STREET SALES OR SOLICITATIONS
BY CHARITABLE OR CIVIC ORGANIZATIONS UNDER
CERTAIN CONDITIONS, AND TO PROVIDE FOR CIVIL
INFRACTION VIOLATIONS**

THE CITY OF GROSSE POINTE WOODS ORDAINS:

ARTICLE VII. - STREET SALES AND SOLICITATIONS

Sec. 10-262. - Definitions.

The following words, terms and phrases, when used in this *article*, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Person means a natural person as defined by Chapter 1, Sec. 1.2 and includes charitable or civic organizations as defined in this section.

Charitable or civic organization means a non-profit organization that is qualified under Sec. 501(c)(3) or 501(c)(4) of the Internal Revenue Code, 26 USC 501, or a veterans' organization that has tax-exempt status under the internal revenue code.

Street sales and solicitations means the sale of goods or the solicitation of donations by persons using the streets of the city and attempting to or making such sales or attempting to or receiving donations from persons in motor vehicles upon the city streets.

(Code 1975, § 2-16-1; Code 1997, § 14-956)

Sec. 10-263. - ~~License Permit~~ required.

Any ~~person~~ charitable or civic organization desiring to conduct street sales or solicitations shall first obtain a ~~license permit~~ authorizing such activity from the ~~director of public safety~~ City Clerk or the ~~director's Clerk's~~ designated representative, at least ~~48-72~~ hours in advance of any such activity.

(Code 1975, § 2-16-2; Code 1997, § 14-957)

Sec. 10-264. - Requirements for ~~license~~permit.

~~Any person or organization desiring a license authorizing street sales or street solicitations shall furnish to the director of public safety or the director's designated representative the dates and times of such sale or solicitation and the locations where such activity is to occur, and shall exhibit to the director of public safety or the director's designated representative a vest or apron or other outer garment of highly visible color which shall be worn at all times by persons making sales or solicitations under the license for such activity. No license shall authorize sales or solicitations except during daylight hours. No person of an age of 15 years or younger shall engage in street sales or solicitations. Persons of the age of 16 years and 17 years may engage in such sales or solicitations only when accompanied by an adult who shall be in the immediate area and who shall supervise the activities.~~

Any charitable or civic organization requesting a permit authorizing street sales or solicitation shall provide information as required by the Clerk's office and comply with the following requirements: (a) provide proof of the organization's status as a civic or charitable organization; (b) identify the dates, times, and location of the proposed sales/solicitation; (c) provide proof of liability insurance naming the City as an additional named insured in an amount of at least \$1,000,000.00; (d) any person soliciting on behalf of the organization must be 18 years of age or older; (e) any person must wear high-visibility safety apparel that meets current American standards promulgated by the International Safety Equipment Association; (f) the portion of the roadway upon which the solicitation occurs cannot be a work zone and must be within an intersection where traffic control devices are present; (g) sales/solicitations must occur during daylight hours.

(Code 1975, § 2-16-3; Code 1997, § 14-958)

Sec. 10-265. - Revocation of license permit.

The director of public safety or the director's authorized representative may immediately revoke any license permit issued under the provisions of this *article* for noncompliance with the conditions of this *article* by any person making sales or solicitations.

(Code 1975, § 2-16-4; Code 1997, § 14-959)

Sec. 10-266. – Violations.

Any person violating this section is responsible for a municipal civil infraction with fines in accordance with Sec. 2.813, as may be modified by Council resolution.

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

September 28, 2017

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

RE. Roadside Solicitation

Dear Honorable Mayor and Council:

This is an update on curbside solicitation based on enactment by the Michigan legislature of MCL 257.676(b). You will recall that based on an opinion from the Attorney General's office, I indicated that use of the roads by the Knights of Columbus and other entities was illegal. The City ultimately allowed the Knights of Columbus to utilize the Mack Plaza "horseshoe" for solicitation purposes.

The new amendment makes clear that the general laws regarding blocking, obstructing or impeding traffic "do not apply to a person who is soliciting contributions on behalf of a charitable or civic organization during daylight hours if all of the following are satisfied":

- a) The charitable or civic organization complies with applicable local government regulations. A local government may enact or enforce regulations restricting, but not prohibiting, the activity described in this subsection.
- b) The charitable or civic organization maintains at least \$500,000.00 in liability insurance.
- c) The person is 18 years of age or older.
- d) The person is wearing high-visibility safety apparel that meets current American standards promulgated by the International Safety Equipment Association.
- e) The portion of the roadway upon which the solicitation occurs is not a work zone and is within an intersection where traffic control devices are present.

Accordingly, I am recommending that the City essentially reinstate its prior policy relating to groups such as the Knights of Columbus, the Goodfellows, and other organizations wishing to stand in the roadway, if the above five conditions are met. Because of that, I would think that there is no longer a reason to allow solicitation in the Mack Plaza horseshoe.

The Honorable Mayor and City Council
September 28, 2017
RE: Roadside Solicitation
Page 2

Lisa Hathaway has given me a comprehensive Memo regarding her suggestions as it relates to amending our local ordinances. At this time however, I believe that simply reverting back to the original procedure will be sufficient. Liability insurance of at least \$500,000.00 would be required listing the City as an additionally named insured as in the past. I wanted to have the Council review this issue, since I know that certain groups will be requesting a permit to solicit in the roadways starting in November.

I am requesting that this matter be placed on a COW agenda for October 16, 2017 in case any of the Council has questions or concerns. Thank you.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:nmg

cc: Bruce Smith
Don R. Berschback
Lisa K. Hathaway
John Kosanke
Stephen L. Gerhart

Act No. 112
Public Acts of 2017
Approved by the Governor
July 27, 2017
Filed with the Secretary of State
July 27, 2017
EFFECTIVE DATE: July 27, 2017

**STATE OF MICHIGAN
99TH LEGISLATURE
REGULAR SESSION OF 2017**

Introduced by Reps. Hernandez, Lucido, Canfield, Frederick, Noble, Brann and Sabo

ENROLLED HOUSE BILL No. 4160

AN ACT to amend 1949 PA 300, entitled "An act to provide for the registration, titling, sale, transfer, and regulation of certain vehicles operated upon the public highways of this state or any other place open to the general public or generally accessible to motor vehicles and distressed vehicles; to provide for the licensing of dealers; to provide for the examination, licensing, and control of operators and chauffeurs; to provide for the giving of proof of financial responsibility and security by owners and operators of vehicles; to provide for the imposition, levy, and collection of specific taxes on vehicles, and the levy and collection of sales and use taxes, license fees, and permit fees; to provide for the regulation and use of streets and highways; to create certain funds; to provide penalties and sanctions for a violation of this act; to provide for civil liability of manufacturers, the manufacturers of certain devices, the manufacturers of automated technology, upfitters, owners, and operators of vehicles and service of process on residents and nonresidents; to regulate the introduction and use of certain evidence; to regulate and certify the manufacturers of certain devices; to provide for approval and certification of installers and servicers of certain devices; to provide for the levy of certain assessments; to provide for the enforcement of this act; to provide for the creation of and to prescribe the powers and duties of certain state and local agencies; to impose liability upon the state or local agencies; to provide appropriations for certain purposes; to repeal all other acts or parts of acts inconsistent with this act or contrary to this act; and to repeal certain parts of this act on a specific date," by amending section 676b (MCL 257.676b).

The People of the State of Michigan enact:

Sec. 676b. (1) Subject to subsection (2), a person, without authority, shall not block, obstruct, impede, or otherwise interfere with the normal flow of vehicular or pedestrian traffic upon a public street or highway in this state, by means of a barricade, object, or device, or with his or her person. This section does not apply to persons maintaining, rearranging, or constructing public utility facilities in or adjacent to a street or highway.

(2) Subsection (1) and any provision of the Michigan Administrative Code that prohibits a person from standing in a roadway other than a limited access highway for the purpose of soliciting a ride, employment, or business from the occupant of any vehicle do not apply to a person who is soliciting contributions on behalf of a charitable or civic organization during daylight hours, if all of the following are satisfied:

(a) The charitable or civic organization complies with applicable local government regulations. A local government may enact or enforce regulations restricting, but not prohibiting, the activity described in this subsection.

(b) The charitable or civic organization maintains at least \$500,000.00 in liability insurance.

(c) The person is 18 years of age or older.

(d) The person is wearing high-visibility safety apparel that meets current American standards promulgated by the International Safety Equipment Association.

(e) The portion of the roadway upon which the solicitation occurs is not a work zone and is within an intersection where traffic control devices are present.

RODWAN CONSULTING COMPANY

2310 E. ELEVEN MILE ROAD

ROYAL OAK, MI 48067

INVOICE

DATE	INVOICE NO.
10/18/2017	2401

BILL TO:

Ms. Cathrene Behrens
Treasurer/Comptroller
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, MI 48236

RECEIVED
NOV -2 2017
CITY OF GROSSE PTE. WOODS

11A

DESCRIPTION**AMOUNT**

Re: City of Grosse Pointe Woods Employees Retirement System -- GASB 67/68

For actuarial services rendered in connection with information for reporting purposes pursuant to Governmental Accounting Standards Board Statement 67 as of June 30, 2017. Includes 2 additional valuations based on alternate discount rates for sensitivity testing, projection of future contributions, projection of future benefits payments, projection of Net Fiduciary Position, computation of actuarial present values of funded and unfunded projected benefit payments and other disclosures as required.

4,950.00

For additional actuarial services rendered in connection with information for reporting purposes pursuant to GASB Statement 68 for City financial statements as of June 30, 2017. Includes computation of average future service lives and additional actuarial valuations.

1,200.00

Portion paid by City for Gasb 67 & 68
FINANCIAL STATEMENT REQUIREMENTS

101-223-818.000



We appreciate working for you.

TOTAL

\$6,150.00

RODWAN CONSULTING COMPANY2310 E. ELEVEN MILE ROAD
ROYAL OAK, MI 48067**INVOICE**

DATE	INVOICE NO.
10/18/2017	2402

BILL TO:Ms. Cathrene Behrens
Treasurer/Comptroller
City of Grosse Pointe Woods
20025 Mack Avenue
Grosse Pointe Woods, MI 48236RECEIVED
NOV -2 2017
CITY OF GROSSE PTE WOODS**DESCRIPTION****AMOUNT**

Re: Grosse Pointe Woods Supplemental Annuity -- GASB 67/68

For actuarial services rendered in connection with information for reporting purposes pursuant to Governmental Accounting Standards Board Statement 67 as of June 30, 2017. Includes 2 additional valuations based on alternate discount rates for sensitivity testing, projection of future contributions, projection of future benefits payments, projection of Net Fiduciary Position, computation of actuarial present values of funded and unfunded projected benefit payments and other disclosures as required.

2,100.00

For additional actuarial services rendered in connection with information for reporting purposes pursuant to GASB Statement 68 for City financial statements as of June 30, 2017. Includes computation of average future service lives and additional actuarial valuations.

800.00

Portion paid by City for Gasb 67 & 68
FINANCIAL STATEMENT REQUIREMENTS

101-223-818.000



We appreciate working for you.

TOTAL

\$2,900.00



RECEIVED

NOV 13 2017

GROSSE POINTE WOODS

Plante & Moran, PLLC

1098 Woodward Avenue

Detroit, MI 48226-1906

Tel: 313.496.7200

Fax: 313.496.7201



INVOICE

City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pte. Woods, MI 48236

Date: November 6, 2017
Client No: 64954
Invoice No: 1487486
Page: 1

For Professional Services Rendered

Final billing for services rendered in connection with the Act 51 performance audit including planning and on site fieldwork.

4,000.00

Balance Due \$ 4,000.00 USD

Remittance information:

Check:

Plante & Moran, PLLC
16060 Collections Center Drive
Chicago, IL 60693

Wire Transfer:

Bank
Routing/ABA#
Bank Address

Account Number
Account Name

Bank of America
026009593
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC





RECEIVED
NOV 13 2017
CITY OF GROSSE PTE WOODS

Plante & Moran, PLLC
1098 Woodward Avenue
Detroit, MI 48226-1906
Tel: 313.496.7200
Fax: 313.496.7201

INVOICE

City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pte. Woods, MI 48236

Date: November 6, 2017
Client No: 64954
Invoice No: 1487487
Page: 1

For Professional Services Rendered

Progress bill for services rendered in connection with the June 30, 2017 City of Grosse
Pointe Woods financial statement audit engagement 24,725.00

Progress bill for services rendered in connection with the June 30, 2017 Municipal
Court financial statement audit engagement 4,000.00

Balance Due \$ 28,725.00 USD

Remittance information:

Check:

Plante & Moran, PLLC
16060 Collections Center Drive
Chicago, IL 60693

Wire Transfer:

Bank
Routing/ABA#
Bank Address

Account Number
Account Name

Bank of America
026009593
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC

ACH:

Bank of America
071000039
100 West 33rd Street
New York, NY 10001
9890996003
Plante & Moran, PLLC





CITY OF GROSSE POINTE WOODS

Office of the Treasurer/Comptroller

Memorandum

DATE: November 16, 2017
TO: Mayor Novitke and City Council
FROM: Cathrene Behrens, Treasurer/Comptroller
SUBJECT: Plante Moran Invoices

RECEIVED
NOV 17 2017
CITY OF GROSSE PTE. WOODS

Pursuant to the agreement between the City of Grosse Pointe Woods and Plante Moran PLLC, an audit fee for fiscal year 2016-2017 is \$54,000 approved by Council on June 5, 2017. The State did require, this year, a single audit on our Act 51 road funds which would incur an additional charge of \$4,000. There was an additional amount approved for the cost of an audit of the Municipal Court for an additional \$5,000; a budget amendment to budget line 101-136-818.000, Contractual Services, was approved by Council on June 5, 2017.

The following funds were approved in the 2017-2018 fiscal year budget for these expenses:

Treasurer/Comptroller	101-223-818.000	\$38,710
Municipal Court	101-136-818.000	\$5,000
Major Road	202-482-818.000	\$3,500
Local Road	203-482-818.000	\$3,500
Garbage Fund	226-528-818.000	\$3,500
Grosse-Gratiot Drain Fund	365-993-818.000	\$5,000
Water/Sewer	592-536-818.000	\$2,000
Worker's Comp	632-854-818.000	\$2,000
Motor Pool	640-851-818.000	<u>\$2,500</u>
Total		\$65,710

An initial payment was made to Plante Moran in September of \$19,275. The attached invoices total \$32,725 for a total to date expensed of \$52,450. I anticipate receiving a final invoice from Plante Moran as they are still awaiting documentation from our actuary for our retiree health care data. I do not anticipate our total expenses exceeding \$63,000, as outlined in the above paragraph.

Cathrene A. Behrens
Treasurer/Comptroller Signature

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

CC: CLK V&C
RECEIVED

OCT 08 2017



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

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

November 01, 2017

Client: 000896
Matter: 000000
Invoice #: 113188

Attention: City Manager

REGARDING: GENERAL MATTERS

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

TOTAL \$87.50

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

November 01, 2017
Client: 000896
Matter: 000000
Invoice #: 113188

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through October 31, 2017

DATE	ATTY	DESCRIPTION	HOURS
10/9/2017	SHS	Attention to review of TPOAM contract; telephone conference with Ms. Como regarding same (general).	0.25
10/10/2017	SHS	Telephone conference with Ms. Como regarding tuition reimbursement; attention to exchange of emails with Ms. Vehrens regarding same (general).	0.25
Total Services			\$87.50

ATTORNEY	HOURS	RATE	AMOUNT
SHS STEVEN H. SCHWARTZ	0.50	\$175.00	\$87.50

Total Amount Due \$87.50

11D



October 9, 2017

City of Grosse Pointe Woods
Accounts Payable
20025 Mack
Grosse Pointe Woods, MI 48236

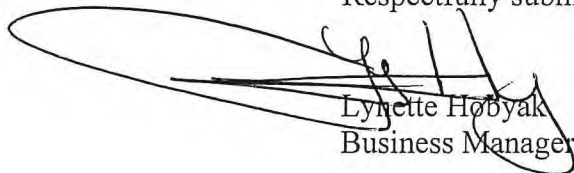
RE: Legal Services – September 2017

Legal services rendered :

Invoice # 14934 (attached).....\$ 840.00

Total..... \$ 840.00

Respectfully submitted,


Lynette Hobyak
Business Manager

38110 Executive Drive, Suite 100
Westland, MI 48185

734-595-7727 Office
734-595-7736 Fax

Hallahan & Associates, P.C.

Attorneys at Law
1750 S. Telegraph Road, Suite 202
Bloomfield Hills, Michigan 48302-0179
(248) 731-3089

Email

October 2, 2017

City of Grosse Pointe Woods
c/o WCA Assessing
Aaron P. Powers, MMAO, Managing Director
38110 Executive
Westland, MI 48185

Please include Invoice No.
with your payment

Invoice No. 14934

\$1,020.00

Professional services rendered through September 30, 2017

	Hours	Amount
<u>DRSN Real Estate GP LLC - 17-001117</u>		
09/01/17 LMH Prepare First Interrogatories and Request for Production of Documents; review of Exhibits filed in prior tax appeal by Petitioner and Respondent for hearing; prepare email to Eric Dunlap.	4.70	705.00
09/14/17 LMH Review/analyze email from Chip Berschback; prepare supplemental discovery request; update case access chart.	0.50	75.00
09/22/17 LMH Telephone conference with Mike Ellis.	0.40	60.00
Subtotal:	5.60	840.00
Professional services rendered	5.60	\$840.00

Timekeeper Summary

Name	Hours	Rate
Laura M. Hallahan	5.60	150.00

Previous balance

Accounts receivable transactions

9/29/2017 Payment received (\$2,069.13) from WCA Accessing. Check No. 12559.

Total payments and adjustments

AMOUNT DUE

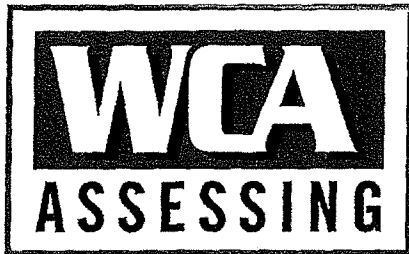
\$360.00

pd \$180 9/14/17
pd \$180 10/5/17
(\$180.00)

(\$180.00)

~~\$1,020.00~~

\$840



RECEIVED
NOV 15 2017
CITY OF GROSSE POINTE WOODS

November 7, 2017

City of Grosse Pointe Woods
Accounts Payable
20025 Mack
Grosse Pointe Woods, MI 48236

RE: Legal Services – October 2017

Legal services rendered :

Invoice # 14977 (attached).....\$ 817.32

Total..... \$ 817.32

Respectfully submitted,

Lynette Hobyak
Business Manager

38110 Executive Drive, Suite 100
Westland, MI 48185

734-595-7727 Office
734-595-7736 Fax

Hallahan & Associates, P.C.

Attorneys at Law
1750 S. Telegraph Road, Suite 202
Bloomfield Hills, Michigan 48302-0179
(248) 731-3089

Email

November 2, 2017

City of Grosse Pointe Woods
c/o WCA Assessing
Aaron P. Powers, MMAO, Managing Director
38110 Executive
Westland, MI 48185

Please include Invoice No.
with your payment

Invoice No. 14977

\$1,837.32

Professional services rendered through October 31, 2017

		Hours	Amount
<u>DRSN Real Estate GP LLC - 17-001117</u>			
10/06/17	SAO Communicate with opposing counsel and L. Hallahan regarding extension of discovery due date.	0.20	30.27
10/09/17	LMH Communicate with counsel.	0.10	15.14
10/11/17	LMH Telephone conference with Chip Berschback.	0.10	15.14
10/20/17	LMH Telephone conference with Aaron Powers; review of emails.	0.20	30.27
10/24/17	SAO Received and reviewed email from opposing counsel requesting another discovery extension.	0.10	15.14
	LMH Prepare for settlement conference.	1.10	166.49
10/25/17	SAO Review email from Petitioner's counsel regarding discovery extension.	0.10	15.14
	LMH Travel to and attend meeting with Richard Levin, Scott Seabolt, Chip Berschback and Eric Dunlap; telephone conference with Aaron Powers; telephone conference with appraiser.	3.50	529.73
Subtotal:		5.40	817.32
Professional services rendered		5.40	\$817.32

Timekeeper Summary

Name	Hours	Rate
Laura M. Hallahan	5.00	151.35
Seth A. O'Loughlin	0.40	151.35

Previous balance

\$1,020.00

AMOUNT DUE

\$1,837.32

Current	30 Days	60 Days	90 Days	120 Days
817.32	1,020.00	0.00	0.00	0.00

GPW
Not Pch

11E

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

(586) 777-0400
FAX (586) 777-0430
E-MAIL donberschback@yahoo.com

OF COUNSEL
CHARLES T. BERSCHBACK

October 31, 2017

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

RE: October 2017 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
10.3.17	Review of weekend package, CC work and attendance at CC meeting (.50)	0.50
10.4.17	Work on Plante & Moran letter (.50); follow up on CC items (.50)	1.00
10.10.17	Miscellaneous CC and COW work (1.00); election work and preparation for meeting (1.00)	1.00
10.12.17	Attendance at Municipal Court (2.00); attendance at election meeting (.25); warrant review (.25)	2.50
10.13.17	Election Commission work (.50); work on all GPW miscellaneous files, research, ordinance review (2.00); TCs with Mayor re: personnel and CC rules and follow up (.50)	3.00
10.16.17	Review of weekend packet and follow up (.50); outside litigation work (.50)	1.00
10.18.17	Review of Court cases (.50); beginning research regarding PEG fee material and other COW items (1.00); TCs with BS and Department Heads on miscellaneous matters (.75); work on CC Rules of Conduct (.50)	2.75
10.19.17	Appearance in Municipal Court (2.00); outside litigation work (.50)	2.50
10.25.17	Follow up on slip and fall complaint; review of records and follow up (1.00); review of Municipal Court cases (.50); work on ordinance sections for litigation and production of documents (.50)	2.00
10.27.17	Investigation with Tokio Marine representative on slip and fall claim (.75)	0.75
10.30.17	Work on CC and COW matters and TC with LKH and brief review of weekend packet (1.50)	1.50
10.31.17	Preparation for and attendance at election commission meeting and follow up on miscellaneous items (1.00)	1.00

DRB = 19.50 hours x \$170.00

BALANCE DUE: \$ 3,315.00

Breakdown

General	15.00 hours
Municipal Court	4.50 hours
Bldg/Planning Comm.	0.00

MTT

0.00

TC - Telephone

CTB - Charles T. Berschback

DRB - Don R. Berschback

BS - Bruce Smith

GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority

LKH - Lisa K. Hathaway

CC - City Council

PC - Planning Commission

FS - Frank Schulte

GT - Gene Tutag

CB - Cathrene Behrens

CEW-Conference of Eastern Wayne

LFP - Lakefront Park

MTT - Michigan Tax Tribunal

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CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

October 31, 2017

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

RE: October Billing / CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
9.28.17	Work on Roadside Solicitation file; TC and email, CB (.25); all TCs resolving Municipal Court case (.25)	0.50
9.29.17	Municipal Court, review of new warrant request, email on business license tickets, TC ST on public def (.50); meeting with Joel Harris, review of Little League proposal, research (.50); TC CB on property tax issue (.25)	1.25
10.2.17	TCs Sue Como, prep of lien (.50); TC TT Hunt Club (.25)	0.75
10.3.17	TC CB, review of tax issue (.25)	0.25
10.4.17	Work on Liggett, Council on prep of resolutions; email to GT (.75)	0.75
10.5.17	Email on Metro Act and Mobilitie, TCs GT (.50); TCs emails on TT items (.75)	1.25
10.6.17	TC CB, TC John Prieur (.25); TCs on Municipal Court case, review of police report (.50); TCs COW and TT (.25)	1.00
10.9.17	Review of COW materials and calls, and TT research and TCs (1.00); attendance at COW (2.25)	3.25
10.10.17	TCs, COW follow up (.25); TT review of Hunt Club docs, TC ED (.25); Municipal Court TC victim (.25); research for Det. Bur re. request for vape ordinance (.75); calls, emails on Municipal Court docket (.50); review of tuition policy, TC BS on various matters (.50); calls on TT cases (.25)	2.75
10.12.17	Municipal Court a.m. docket and all follow up (1.00); TT work on Hunt Club (.50); TCs insurance issue; Municipal Court, trash ordinance (.25)	1.75

10.16.17	Review of Council package, emails (.25); attendance at Council meeting (1.25)	1.50
10.19.17	Appearance in Municipal Court and follow up, warrant review (2.25); TT emails, review of OWI videos for Municipal Court (.50);	2.75
10.20.17	Municipal Court, TC/email victim on fraud case; review of motion on OWI case to exclude test results, research and draft of response (1.25); initial review of solid waste ordinance changes (.25)	1.50
10.23.17	Review of COW agenda (.25); Municipal Court research and finalized brief in OWI motion response, TCs miscellaneous cases (1.25); TT review of Ellis contract, email to Ellis; follow up with BS (.25); attendance at COW re. Act 57 (2.00)	3.75
10.24.17	Continued work on Mobilitie license red-lined agreement and email (1.00); Municipal Court calls, fingerprint issue (.25);	1.25
10.25.17	Preparation for and attendance at TT meeting with Rivers (1.50); TCs home repair; municipal court cases (.50)	2.00
10.26.17	Municipal court a.m. docket, meetings and follow up on other staff items (3.25); work on lien issue, TCs BN, SC (.25)	3.50
10.27.17	TC DV victim, email to Court (.25); review of DeChene consulting agreement and email (.50); calls on Municipal Court matters (.25)	1.00
10.30.17	Review DuChane revisions, calls/emails on Rumph trial subpoenas (.25); review of files, preparation for COW (.50); attendance at COW (2.25)	3.00
10.31.17	Work on refuse ordinance (2.25)	2.25

CTB = 36.00 hours at \$150.00 per hour	\$ 5,400.00
Costs: Recording Fee	\$ 18.00
TOTAL DUE:	\$ 5,418.00

TC - Telephone
BS - Bruce Smith
RL - Rumph litigation
PC - Planning Commission

GT - Gene Tutag
LH - Lisa Hathaway
CB - Cathrene Behrens
TT - Tax Tribunal

M/C - Mayor and Council
Det. Bur. - Detective Bureau
ED - Eric Dunlap

BREAKDOWN

General	18.00 Hours
Municipal Court	13.00 Hours
Building/Planning Commission	0.00 Hours
Tax Tribunal	5.00 Hours