

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, December 1, 2014
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. Beautification Commission (Mayoral)
 1. Reappointments (5)
 2. Vacancy (1)
 - B. Citizens Recreation Commission (Council)
 1. Reappointments (3)
 - C. Community Tree Commission (Mayoral)
 1. Reappointments (5)
 - D. Historical Commission (Mayoral)
 1. Reappointments (4)
 - E. Mack Avenue Business Study Committee
 1. Appointment:
 - a. Biographical Sketch
 - i. Jeannie Kim-Allemon
 - F. Planning Commission (Mayoral)
 1. Reappointments (3)
 - G. Senior Citizens Commission (Mayoral)
 1. Reappointments (4)
 - H. Building Authority (Council)
 1. Reappointment (1)
 2. Vacancy (1)
 - I. Board of Review (Council)
 1. Vacancy (1)
 - a. Biographical Sketch
 - i. Gerald Hilton

7. MINUTES
 - A. Council 11/17/14
 - B. Committee-of-the-Whole 11/24/14, w/recommendation:
 1. 2015 Fireworks
 2. Lease/purchase vehicles
 - C. Planning Commission 10/28/14
 - D. Citizens Recreation Commission 10/14/14, Excerpt 11/18/14 w/recommendation:
 1. Amend the Rules Governing the Use of lake Front Park by adding a disciplinary procedure

- 8. COMMUNICATIONS
 - A. Applications for Permit/License – 2015 Refuse Vendors (4)
 - 1. Vincent G. Agosta
 - 2. Mark Tibaudo
 - 3. Ronald M. Hirth
 - 4. John A. Walls
 - B. Resignations: Mayor’s Mack Avenue Business Study Committee
- 9. BIDS/PROPOSALS/
CONTRACTS
 - A. Purchase: Used John Deere Tractor
 - 1. Memo 11/20/14 – Director of Public Services
 - B. Purchase: Scag Turf Tiger Riding Mowers (2)
 - 1. Memo 11/20/14 – Director of Public Services
 - C. WOW! PEG Fees
 - 1. Letter 11/18/14 – City Attorney
 - 2. Email 11/19/14 – S. Shoup, WOW!
 - D. Purchase: Three (3) Vehicles
 - 1. Memo 11/25/14 – City Administrator
 - 2. Letter 11/24/14 – Comerica Bank
 - E. Contract – Police Officers Labor Council GPW Command Officers Association and Non-Union
- 10. RESOLUTIONS
 - A. Wayne County Annual Permit Community Resolutions
 - 1. Memo 11/20/14 – Director of Public Services
 - 2. Letter 11/24/14 – City Attorney
 - 3. Annual Maintenance Permit
 - 4. Annual Pavement Restoration Permit
 - 5. Special Events Permits
 - 6. Certificate of Liability Insurance
- 11. CLAIMS/ACCOUNTS
 - A. City Attorney
 - 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.

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



MEMO

TO: Lisa Hathway
FROM: Betty Ahee
RE: Citizen appointments to Commissions and Boards
DATE: 12-01-14
Mayoral Appt. – Shaded Council Appt. - Unshaded

Appointed by	Authority	Commission/Board	Name	Address
Mayor	City Code Sec. 14-42; 3-yr staggered term; 15 members	Beautification Commission	Hagen, Janet	1733 Allard GPW
			Martin-Rahaim, Kelly	20061 Doyle Ct. GPW
			Medura, Bonnie	20680 Vernier Circle GPW
			Muccioli, Ronald	1707 Severn GPW
			Stephens, Linda	859 Lochmoor Blvd GPW
			Vacancy: 12/31/16	
Council	By-Laws; 9 members; 3-yr staggered terms	Citizens Recreation Commission	Heim, Gib	1219 Brys GPW
			Soviak, Michael	1992 Lancaster GPW
	"	"	Janutol, Barbara	1708 Aline GPW
Mayor	By-Laws; 11 members; 3-yr staggered terms	Community Tree Commission	Chan, Stephen	939 Blairmoor Ct. GPW
	"	"	Profeta, Jeffrey	555 Shoreham GPW
			Rogers, Wilson	1961 Norwood GPW

Appointed by	Authority	Commission/Board	Name	Address
		Community Tree Commission (cont.)	DiCicco, Christopher	19954 E. Clairview GPW
			Greening, Robert	693 Pear Tree Lane GPW
Mayor	Council Resolution 8-29-79. 3-yr. Staggered term, 11 members	Historical Commission	Murphy, Sean	903 Woods Lane GPW
			Parthum Jr. , John	689 South Renaud GPW
			D'Agostino, Colleen	2121 Stanhope GPW
			Ferry, Mary Kaye	56 Shorecrest Circle G PS
Mayor	City Code 2-251, 5-yr. Staggered term, 5 members	Local Officers' Compensation	None	
Mayor	Section 2-441 City Charter; 3-yr. Staggered term , 9 members	Planning Commission	Profeta, James	534 Saddle Lane GPW
			Vaughn, Thomas	1294 Lochmoor GPW
			Vitale, John	20771 Wedgewood GPW
Mayor	11 members; 7 – general community –3-yr terms; 4-senior groups & community interest groups-1-yr term	Senior Citizens' Commission	Palen, Rebecca	23209 Edsel Ford Ct. St. Clair Shores
			Kypros, Despina	910 South Brys GPW
			Maier, Sharon	910 20842 Erben S.C.S.
			Szynkowski, Katie	159 Kercheval – Cottage Hospital

Appointed By	Authority	Commission/Board	Name	Address
Council	City Charter 9.6; 6 members; 3-yr staggered term	Board of Review	Vacancy: 01/01/18	
Mayor	M.C.L. 125.1514 3-7 members; 2-yr. staggered term	Construction Board of Appeals	None	
Mayor	City Code Sec. 86-241; 3 members; 3-yr. staggered term	Downspout Board of Appeals	None	
Mayor	Section 2-286, City Code "Retirement System"	Pension Board	None	
Council	Articles of Incorporation of 1992; 3 members; 3-yr. staggered term	Building Authority Committee	Dickinson, Allen	1782 Hollywood GPW
Mayor		Fireworks Committee	Vacancy: 12/31/15 None	
Mayor		Mayor's Mack Ave. Business Study Committee	None	



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

RECEIVED
 NOV 07 2014

CITY OF GROSSE PTE. WOODS

BIOGRAPHICAL SKETCH

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

Beautification Commission	Building Authority
Board of Review	Community Tree Commission
Citizens' Recreation Commission	Downspout Board of Appeals
Construction Board of Appeals	Historical Commission
Fireworks Committee	✓ Mack Avenue Business Study Committee
Local Officers' Compensation Commission	Planning Commission
Pension Board	Other:
Senior Citizens' Commission	

NAME: Jeanne Kim-Alleman

ADDRESS: 1212 Torrey Road, GPW

TELEPHONE: Home: (313) 882-1790 Office: (313) 882-4509

E-Mail: jeannekimalleman@yahoo.com

OCCUPATION: Business Owner - Women's Retail

OF YEARS RESIDENT OF GROSSE POINTE WOODS: 4 years

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

Local Mack Avenue business owner - 18 years

EDUCATION: B.A. Psychology - MSU (CPAD)

PROFESSIONAL / SERVICE CLUB AFFILIATIONS:

GP Chamber of Commerce

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD:

Maybe able to offer some insight to business issues in GPW - along Mack
Kovm Hotels

Signature of sponsor

Signature of applicant

Date: 11/9/14

Return to Clerk's Office

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



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

RECEIVED
 NOV 24 2014
 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"/>	Fireworks 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	<input type="checkbox"/>	

NAME: GERALD HILTON

ADDRESS: 1636 N. RENAUD

TELEPHONE: Home: 313-886-9389 Office: _____

E-Mail: ghilton81@comcast.net

OCCUPATION: RETIRED - FORD MOTOR CO.

OF YEARS RESIDENT OF GROSSE POINTE WOODS: 29 years

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

AS A REGISTERED ARCHITECT HAVE KNOWLEDGE OF CONSTRUCTION

EDUCATION: MASTER OF ARCH., MBA FROM U. OF MICH.

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: G.P.W. BEAUTIFICATION COMM.
OVER 10 YEARS.

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: HAVE 30 YEARS

EXPERIENCE IN CONSTRUCTION & PROJECT MANAGEMENT. I LOOK FORWARD TO A SECOND OPPORTUNITY TO SERVE G.P.W.

Wicki Manger
 Signature of sponsor

Gerald C. Hilton
 Signature of applicant

Date: 11/24/14

Return to Clerk's Office

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



MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, NOVEMBER 17, 2014, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:30 p.m. by Mayor Novitke.

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

Also Present: City Administrator Fincham
City Attorney Chip Berschback
Deputy City Clerk Gerhart
Director of Public Works Ahee

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

The following Commission members were in attendance:

George McMullen, Board of Review/Local Officers' Compensation Commission
Gerald Hilton, Beautification Advisory Commission
Barbara Janutol, Citizens' Recreation Commission
Debra McCarthy, Beautification Advisory Commission
Michelle Harrell, Planning Commission
Daniel Curis, Mayor's Mack Avenue Business Study/Local Officers' Compensation Commission

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

Motion carried by the following vote:

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

The Mayor and City Council presented the City Administrator/Acting Public Safety Director Alfred Fincham the Medal of Valor for his selfless acts of bravery during the tragic events of October 9, 2014.

The City Administrator/Acting Director of Public Safety, presented various recognition and awards to fifteen individuals for their heroic and selfless acts of bravery, and to those responding in a manner above and beyond the call of duty. The following awards were presented for the individuals efforts during the tragic events of October 9, 2014 whereby a man was buried in a trench.

- Medals of Valor:
 - Sgt. Richard Dutcher, a 20 year member of the Department
 - Officer Jeff Martel, a 10 year member of the Department
 - Officer Walter Galat, a 13 year member of the Department
 - Officer Ryan Schroerlucke, a 9 year member of the Department
 - Department of Public Works employee Edward Hall, a 14 year member of the Department
 - Department of Public Works employee Thomas Jenny, a 21 year member of the Department
- Department Citation:
 - Lt. John Kosanke, Incident Commander-Overall Operations, a 24 year member of the Department
- Department Commendations
 - Sally Van Raemdonck, Dispatcher
 - Gregory Tourville, Dispatcher
 - Debbie Reed, Code Enforcement Officer
 - Cindy Cook, Parking Enforcement Officer
- Meritorious Service Awards
 - Joe Ahee, Director Department of Public Works, a 35 year member of the Department
 - Jim Kowalski, Deputy Director of Public Works, a 18 year member of the Department
 - Medstar Medics
 - Amanda Clearwood
 - Adam Milkowski
- Unit Citations – Platoon One
 - Lt. John Kosanke
 - Sgt. Richard Dutcher
 - Officer Jeffry Martel
 - Officer Walter Galat
 - Officer Ryan Schroerlucke
 - Sally Van Raemdonck, Dispatcher
 - Gregory Tourville, Dispatcher
 - Debbie Reed, Code Enforcement Officer
 - Cindy Cook, Parking Enforcement Officer

A recess was declared at 7:51 p.m., the meeting reconvened at 8:28 p.m.

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

1. City Council minutes dated November 3, 2014.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole Minutes dated September 29, 2014 as amended.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding **Transfer of Funds: Emergency Repair of Concrete**, that the City Council approve a funds transfer from the General Fund Fund Balance to DPW Municipal Improvement Account No. 401-902-977.103 in an amount not to exceed \$9,994.40 to cover the cost of emergency concrete repairs performed by Fiore Enterprises, LLC at the DPW yard.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **Purchase Order: Emergency Repair of DPW Vehicle**, that the City Council approve a purchase order in an amount not to exceed \$5,487.71 to 11 Mile Truck Frame & Axle for emergency repairs

performed on the 1992 Mack 10-yard dump truck, funds to be taken from DPW Vehicle Maintenance Account No. 640-851-939.100.

Motion carried by the following vote:

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

No: None

Absent: None

Motion by Ketels, seconded by Bryant, regarding **Bank Signatories**, that the City Council approve Dee Ann Irby, Betty Meli, and Shawn Murphy as authorized signatories on all City bank and investment accounts, and to authorize the City Clerk to sign all necessary documents.

Motion carried by the following vote:

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

No: None

Absent: None

Motion by McConaghy, seconded by Granger, that the **Monthly Financial Report – October 2014**, be referred to the Finance Committee.

Motion carried by the following vote:

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

No: None

Absent: None

Motion by Shetler, seconded by Bryant, regarding **Fee: State of Michigan – Community Public Water Supply**, that the City Council approve an amount not to exceed \$5,372.01 payable to the State of Michigan Department of Environmental Quality for the community public water supply annual fee, funds to be taken from the Water/Sewer Contractual Services Account No. 592-536-818.00.

Motion carried by the following vote:

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

No: None

Absent: None

Motion by McConaghy, seconded by Koester, regarding **Labor Attorney**, that the City Council approve the following statement dated November 1, 2014:

1. Labor Attorney Keller Thoma - \$5,387.33.

Motion carried by the following vote:

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

No: None

Absent: None

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

- Kathy Ryan is retiring from the Grosse Pointe News and John McTaggart will be replacing her. The Council thanked her for her fair and balanced approach to reporting.
- Jim Wellington posed questions regarding the potential for the City to join with Grosse Pointe Park, which provides a trolley running down Kercheval, and continue the trolley down Mack Avenue. The Mayor assured him that discussion is being held by the Council on the feasibility of a trolley in the City. Further discussion will likely occur at a Committee-of-the-Whole meeting in January.

Motion by Granger, seconded by Ketels, to adjourn tonight's meeting at 8:40 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Steve Gerhart
Deputy City Clerk



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, NOVEMBER 24, 2014, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Pro-Tem Bryant
Council Members Granger, Ketels, Koester, McConaghy, Shetler
ABSENT: Mayor Novitke

ALSO PRESENT: City Administrator Fincham
Treasurer/Comptroller Irby
City Clerk Hathaway
Labor Attorney DuBay

Mayor Pro-Tem Bryant called the meeting to order at 7:31 p.m.

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

Motion carried by the following vote:

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

Motion by Granger, seconded by Koester, that Mayor Novitke be excused from tonight's meeting.

Motion carried by the following vote:

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

Motion by Granger, seconded by Ketels, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 7:32 p.m. and convene in Closed Executive Session for the purpose of discussing labor negotiations at which time the Committee will reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following ROLL CALL vote:

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

The Committee-of-the-Whole reconvened in regular session at 7:51 p.m.

The next item discussed was regarding **Fireworks**. The Chair stated he spoke to Mayor Novitke this evening and told the Mayor that if there was not a firm majority at tonight's meeting regarding whether to proceed with the City's fireworks display, a recommendation to Council would wait until the next meeting when he could be in attendance.

The City Administrator provided an overview of past discussions and his memo dated November 18, 2014, whereby he provided responses to questions posed at earlier meetings pertaining to the feasibility of moving the fireworks display to Lake Front Park. He discussed partnering with the Ford Estate, parking availability, permitting and application requirements of St. Clair Shores and the Coast Guard, St. Clair Shores Fire and Police Department requirements and services, pyrotechnic cost including barge and permitting, and total cost associated with the event being held at Lake Front Park.

Based on his findings, the City Administrator stated that moving the fireworks to Lake Front Park is feasible. He stated one difference from his memo is that Sigma Gamma, which holds an annual fireworks display at the Ford Estate, telephoned today with the possibility they may not be holding their fireworks this year, but may be changing to every other year. He further stated that he watched three fireworks displays held in St. Clair Shores and it is feasible, although it is a process. Permitting has to be done 135 days prior to the actual event, which is February 2015. There is an adequate number of parking spaces; 782 at the park and 900-1,000 at the Ford Estate. He stated that residents parking at the Ford Estate could enter the far gate set-up for scanning passes. In speaking with the St. Clair Shores Police Department, only sworn officers could be utilized outside of Lake Front Park due to parameters of their union; Grosse Pointe Woods auxiliaries can be used inside the park.

The City Administrator stated 95 officers were needed last year. Auxiliaries will be used inside the park, with sworn officers outside of the park. Total costs to hold the fireworks display at Lake Front Park will be approximately \$29,421-\$39,546, plus the cost of additional miscellaneous park staff. Last year's cost was \$37,000 plus \$15,000 miscellaneous, \$52,000 total. He stated that Chris Fenton said it will be okay to continue hanging sponsor banners on Parcels' fence.

Member Koester suggested posting banners at Parcels' then move them to Lake Front Park or hang two sets of banners. The City Administrator was asked to check with St. Clair Shores regarding the banners.

Member Shetler stated that moving to Lake Front Park would be a family fun day, and total cost would be less than last year. He is in favor of moving to the park.

Member McConaghy stated he agreed with Member Shetler.

The City Administrator reiterated Mayor Novitke's previous comments; that the Mayor continues to be opposed to moving to Lake Front Park.

Member Bryant originally thought the fireworks display should wait a year, but he is willing to move to Lake Front Park if it is the consensus.

Member Ketels stated the fireworks display can become a totally new event with different traditions, and family-friendly. He is in favor of moving to Lake Front Park.

The City Administrator stated he believed that incorporating all of the green space between the park and the Ford Estate would be comparable to Parcels field.

Member Granger stated she is not crazy about getting everyone into Lake Front Park, and she is concerned about per capita cost. She would like to see a one-year break but has had a lot of requests to try this. She asked the City Administrator to ask the Ford Estate if the City could use their green space near the back gate to walk through, sit and view the fireworks with a potential to go with a lower cost display by shooting the fireworks lower.

Member McConaghy voiced concern about liability insurance and the need to confirm coverage with Bob Bucko. He also suggested that moving the location may pick up new vendors/sponsors from Nautical Mile.

Motion by Shetler, seconded by McConaghy, regarding the 2015 Fireworks Display, that the Committee-of-the-Whole recommend to City Council that the 2015 fireworks display be held at Lake Front Park with provisions to be decided at a later date.

Motion carried by the following vote:

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

Council Member Ketels requested to be excused from tonight's meeting because a tree had fallen in his yard caused by this evening's high winds.

Motion by McConaghy, seconded by Shetler, that Council Member Ketels be excused from the remainder of tonight's meeting due to an emergency.

Motion carried by the following vote:

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

The Chair declared a recess at 8:21 p.m., and reconvened at 8:27 p.m.

Discussion then ensued regarding **lease/purchase vehicles**; new or used. The Director of Public Services stated that after performing the additional research requested by the Council, it was found that the City would pay the same amount of money or higher to purchase used vehicles than to buy new vehicles from the Oakland County bid.



The Director reviewed the information provided in the packet. Used vehicle mileage varied greatly and the cost was \$15,000-16,000. Certified pre-owned warranties only cover vehicles about 5 years old, or 12,000 miles/12 month warranty. An extended, aftermarket warranty costs \$1,000-\$3,000 depending upon the age of the vehicle, and only certain components and electrical are covered, which is not worth while. The Director of Public Services recommends purchasing new vehicles.

Administration was previously asked to provide mileage accrued from use on the various department vehicles. The Director provided the following yearly mileage:

- Scout cars - 26,000 miles per year not including idol time;
- Park vehicle - 75,000 per year;
- Building Department:
 - Code enforcement 12,000 miles per year;
 - Pick-up truck 6,500 miles per year.



The Director is recommending eliminating one Building Department vehicle. Originally, he asked for a total four vehicles and is now asking for three; one each for the Building Department (pick-up truck), Lake Front Park (Terrain), and Administration (Terrain.)

Motion by Granger, seconded by Shetler, regarding lease/purchase of City vehicles, that the Committee-of-the-Whole recommend that City Council authorize administration to move forward with the lease/purchase of three new vehicles through the Oakland County bid from Red Holman; one Terrain for Lake Front Park, one Terrain for Administration, one Pick-Up Truck for Building Department.

Motion carried by the following vote:

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

New Business:

- The City Administrator stated there were no power outages today but several trees are down caused by the 50+ mile an hour winds.

Motion by Granger, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 8:41 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk



PLANNING COMMISSION
11/25/14 – 025

MINUTES OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, NOVEMBER 25, 2014, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:34 p.m. by Chair Rozycki.

Roll Call: Chair Rozycki
Fuller, Gilezan, Hamborsky, Harrell, Vaughn, Vitale

Absent: Profeta, Stapleton

Also Present: Building Official Tutag
Deputy City Clerk Gerhart

Motion by Vaughn, seconded by Vitale, that Commission Members Profeta and Stapleton be excused from tonight's meeting.

MOTION CARRIED by the following vote:

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

Motion by Vitale, seconded by Fuller, 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: Fuller, Gilezan, Hamborsky, Harrell, Rozycki, Stapleton, Vaughn, Vitale
NO: None
ABSENT: Profeta

Motion by Vaughn, seconded by Hamborsky, regarding **Approval of Minutes**, that the Planning Commission minutes dated October 28, 2014, be approved.

MOTION CARRIED by the following vote:

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

PLANNING COMMISSION
11/25/14 – 026

The next item on the agenda was the **Presentation: Understanding Community Food Systems**. Kristine Hahn, Michigan State University Extension Food System Educator, Eastern Market Office made an educational presentation "Understanding Community Food Systems". This presentation introduced concepts such as good food, the Michigan Good Food Charter, the triple bottom line, and the different components of a food system and how they work together. The presentation also outlined the economic, environmental, health and social benefits of a sustainable local food system to a community, and what participants can do to make the need changes occur.

The next item on the agenda was the **Building Official's Monthly Report – October 2014**. Mr. Tutag reported the following:

- Next months meeting there will be a written request from Liggett School regarding the building of the field house, the request will to appear in front of the Commission in January for a public hearing.
- There is a meeting planned for tomorrow regarding the Briarcliff Legacy Oakes project.
- There is a new business in the community Wesley Orthodontist.
- A new house is being built in the 1400 block of Loochmoor.
- There has been interest in the Caribou Coffee but nothing has come of it.

Regarding the **November 2014 Council Reports**:

- Harrell had nothing to report in regards to Commission business, but talked about the wonderful job Council did in presenting the Medals of Valor.

Commission Member Fuller will attend the Council Meetings in December.

Under **New Business**, the following **Subcommittee Reports** were provided:

2020 Plan – Hamborsky had nothing to report.

Special Sign – Vaughn had nothing to report.

Hearing no objections, the following was discussed under New Business/Public Comment:

- George McMullen stated two of the Grosse Pointe communities have downtown development authorities. The City also has an urban garden, Full Circle, which utilizes raised beds.

Motion by Gilezan, seconded by Vitale, that the Planning Commission Meeting be adjourned at 8:18 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Steve Gerhart
Deputy City Clerk

Approved by Commission 11/18/14

RECEIVED
7D
NOV 04 2014

CITY OF GROSSE PTE. WOODS

Citizen's Recreation Committee Meeting Minutes

Meeting of the Citizen's Recreation Commission held on October 14, 2014 at Woods, Michigan 48236.

Called to Order: 7:02

PRESENT:

Bill Babcock
Barb Janutol
Tom Jerger
Mark Miller
Mike Moore
Mike Soviak
Amanda York

ABSENT:

Gib Heim
Joe Dansbury

ALSO PRESENT:

Nicole Byron, Todd McConaghy, and Margaret Potter

Motion to accept the minutes from October 14, 2014 by Mark Miller and seconded by Mike Moore.

Motion passed by the following vote:

Yes: Babcock, Janutol, Jerger, Miller, Moore, Soviak, and York

No: None

Absent: Dansbury and Heim

Council Meeting Report:

Golf cart purchase for park and DPW usage was approved.

Supervisor's Report:

Hob Nob and Goblin was sold out. Discussion concerning limiting the number of non-resident tickets available per resident sign up took place. Recommendation was for a limit of 6 non-resident tickets per resident signup.

Fall Fest was well attended, and fun for all.

Polar Express tickets will go on sale November 3.

Old Business:

None

New Business:

Bike racks are in and await installation.

Adjournment:

Motion was made to adjourn the meeting by Tom Jerger, and seconded by Amanda York.

Motion passed by the following vote:

Yes: Babcock, Janutol, Jerger, Miller, Moore, Soviak and York,

No: None

Absent: Dansbury and Heim

Meeting Adjourned at 7:22 p.m.

The next regularly scheduled meeting will be at 7:00 p.m. on
Tuesday, November 11, 2014, in the conference room at City Hall.

Respectfully submitted by:

Barbara Janutol, Secretary

bajanutol@gmail.com

Recreation Commission Excerpt
11-18-14



After some discussion the following motion was made by Mark Miller and seconded by Tom Jerger

MOTION:

A motion to request that the city attorney draft a rule regarding the disciplinary procedure to be followed in the event of the violation of park rules. The proposed rule would include:

1. A violation of any park rule shall result in the suspension of park privileges for 2 weeks.
2. A second violation will result in the suspension of park privileges for 3 months.
3. A third violation shall be grounds for revocation of park privileges for a minimum of 1 year; after which the resident must meet with a designated city official to reinstate privileges.
4. The commission of a criminal act will result in the revocation of park privileges for a minimum of 1 year; after which the resident must meet with a designated city official to reinstate privileges.
5. If a guest, of a resident, commits a violation of park rules or commits a criminal act in the park, the above provisions will apply to the resident and the guest.

Motion passed by the following vote:

Yes: Babcock, Dansbury, Heim, Janutol, Jerger, Miller, Moore, Sowiak and York
No: None
Absent: None

MOTION:

Motion for Immediate certification of the above motion was made by Gib Heim and seconded by Bill Babcock.

Motion passed by the following vote:

Yes: Babcock, Dansbury, Heim, Janutol, Jerger, Miller, Moore, Sowiak and York
No: None
Absent: None

8A

RECEIVED

OCT 01 2014

CITY OF GROSSE POINTE WOODS

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

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

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

Applicant: Vincent G Agosta Birth Date:
Home address: 19389 Elkhart Telephone: 313-918-8293
Harpe woods MI 48225 Driver's License No
Business Name: Vincent G Agosta Telephone: 313-918-8293
Business Address: Same as above
Description of Business: Refuse Vendor

Table with 3 columns: Name, Address, Date of Birth. Multiple empty rows for assistants.

If vehicle used, describe: 2007 Dodge Caliber CF20632
Other cities served: St Clair shores MI
Years previously licensed in Grosse Pointe Woods: None 20 13 20 20 20

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

Signed: [Signature] Date: 10-1-14

State of Michigan)
County of Wayne) ss.



Subscribed & sworn to before me this 1st day of October, 2014
Elizabeth M Ahee
Signature of Notary Public
My Commission expires: 3-14-2020

Form with fields: Public Safety (Approve/Deny), City Clerk, Council Action, Plate No., Date Issued, By.

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

RECEIVED
OCT 20 2014
CITY OF GROSSE POINTE WOODS

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

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

Applicant: Mark Tibaudo Birth Date: _____

Home address: 1110 S. RENARD Telephone: 313-881-9589
GPW 48236 Driver's License No. _____

Business Name: Refuse Vendor Telephone: 313-433-1959

Business Address: _____

Description of Business: _____

Assistants: _____

Name	Address	Date of Birth

Name	Address	Date of Birth
1996	CHEVROLET	
1999	CHEVROLET	
	CHEVROLET	
	CHEVROLET	

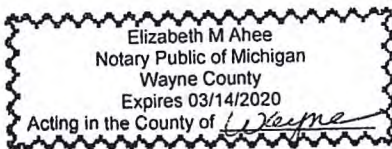
Other cities served: _____

Years previously licensed in Grosse Pointe Woods: None _____ 20____ 20____ 20____ 20____

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).
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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

Signed: Mark Tibaudo Date: 10/20/14

State of Michigan)
County of Wayne) ss.



Subscribed & sworn to before me this
20th day of October, 2014

Elizabeth M. Ahee
Signature of Notary Public
My Commission expires: 3-14-2020

Public Safety:	<u>Approve</u>	<u>Deny</u>
City Clerk:	<u>[Signature]</u>	<u>10-22-14</u>
Council Action:	_____	_____
Plate No.:	_____	_____
Date Issued:	_____	_____
By:	_____	_____

No Fee

RECEIVED

OCT 20 2014

CITY OF GROSSE POINTE WOODS

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

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

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

Applicant: Ronald M Hirth Birth Date: _____
Home address: 19380 EIKHART Telephone: 586-2984737
Harper Woods MI Driver's License No. _____

Business Name: _____ Telephone: _____

Business Address: _____

Description of Business: Refuse Vendor

Assistants: _____

Name	Address	Date of Birth

If vehicle used, describe: 2000 CHEVY GMC CMV5640
Year Make Type License #

Other cities served: _____

Years previously licensed in Grosse Pointe Woods: None _____ 2011 2012 2013 2014

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

Signed: Ronald M Hirth Date: 10-20-14

State of Michigan)
County of Wayne) ss.

Subscribed & sworn to before me this
20th day of October, 2014
Elizabeth M. Gehring
Signature of Notary Public
My Commission expires: 3-14-2020

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

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

RECEIVED
OCT 06 2014
CITY OF GROSSE POINTE WOODS

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

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

Applicant: John A. Walls Birth Date: _____
Home address: 21900 AVALON Telephone: (586) 774-0989
S.C.S. 48080 Driver's License No. _____
Business Name: Refuse Telephone: _____
Business Address: _____

Description of Business: _____

Assistants:	<u>John L Walls</u>	<u>21900 AVALON</u>	<u>2/14/85</u>
	Name	Address	Date of Birth
	_____	_____	_____
	Name	Address	Date of Birth
	_____	_____	_____
	Name	Address	Date of Birth
	_____	_____	_____

If vehicle used, describe: 1997 FORD RANGER CDQ 7151
Year Make Type License #
 Other cities served: ST. CLAIR SHRS

Years previously licensed in Grosse Pointe Woods: None _____ 20 _____ 20 _____ 20 13 20 14

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

Signed: John A. Walls Date: 10/6/14

State of Michigan)
County of Wayne) ss.

Subscribed & sworn to before me this
6th day of October, 2014
Elizabeth M. Ahee
Signature of Notary Public
My Commission expires: 3-14-2020

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

9A

MEMO 14 - 37

TO: Alfred Fincham, City Administrator
FROM: Joseph J Ahee, Director of Public Services
DATE: November 20, 2014
SUBJECT: Purchase – Used John Deere Tractor

RECEIVED
NOV 21 2014
CITY OF GROSSE POINTE WOODS

In the 2014/15 fiscal year budget the Department of Public Works included \$35,000.00 for the purchase of a new John Deere tractor. The City of Grosse Pointe Shores is planning to trade in a 2000 John Deere tractor that is in excellent condition and it is available for us to purchase for \$10,000.00. This used 2000 John Deere tractor would be purchased as an alternative to purchasing a new one.

Therefore, I am requesting the approval of City Council to purchase the used 2000 John Deere tractor from the City of Grosse Pointe Shores, 795 Lakeshore, Grosse Pointe Shores, MI 48236 at a total cost not to exceed \$10,000.00. This is a budgeted item in the 2014/2015 fiscal year budget in general ledger account 640-852-977.599.

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

c.c. Dee Ann Irby
O/F

Recommended for Approval as Submitted:

Alfred Fincham
Alfred Fincham, City Administrator

11-20-14
Date

Dee Ann Irby
Dee Ann Irby, City Treasurer/Comptroller

11-20-14
Date

Council Approval Required

9B

MEMO 14 - 38

TO: Alfred Fincham, City Administrator
FROM: Joseph J Ahee, Director of Public Services *JA*
DATE: November 20, 2014
SUBJECT: Purchase – Two Scag Turf Tiger Riding Mower

RECEIVED
NOV 21 2014
CITY OF GROSSE POINTE WOODS

In the 2014/15 fiscal year budget the Department of Public Works included a total of \$60,000 to purchase a new John Deere Tractor and a new riding lawn mower. We have completed the purchase of the mower for \$14,397.56 and are requesting approval to purchase a used 2000 John Deere Tractor from the City of Grosse Pointe Shores for \$10,000 (See Memo 14-37). This would leave a budget balance of \$35,602.44 in general ledger account 640-852-977.599.

The DPW and Parks & Recreation currently have five mowers ranging in age from 12 to 18 years old. Currently we use five mowers on a daily basis. Two of these mowers are out of service and not repairable, leaving us with only three old running mowers in addition to the new one. Purchasing two additional mowers would allow us to keep up with grass cutting should one of the older mowers break down. With the approval of Council, we would like to use the available funds to purchase two additional Scag 61" Turf Tiger riding mowers with diesel engine (model #STT61V-25KBD) and Hurricane mulch system (model #9285). The following quotes were received for the earlier purchase of a riding mower and All Seasons has confirmed they will honor this pricing.

All Seasons Outdoor Equipment, Eastpointe, MI	\$14,397.56
Countryside Lawn & Power, Bath, MI	\$15,799.95
Billings Lawn Equipment, Royal Oak, MI	\$16,328.95

No further benefit would accrue to the city by seeking additional bids. Therefore, based upon the lowest quote received, I recommend that we purchase two additional Scag 61" Turf Tiger riding mowers with diesel engine and Hurricane mulch system from All Seasons Outdoor Equipment, 15130 East 10 Mile Road, Eastpointe, MI 48021 at a price of \$14,397.56 each, total cost not to exceed \$28,795.12. Funds are available in the 2014/2015 fiscal year budget in general ledger account 640-852-977.599 as noted above.

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

c.c. Dee Ann Irby
O/F

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

Alfred Fincham

Alfred Fincham, City Administrator

11-20-14

Date

Dee Ann Irby

Dee Ann Irby, City Treasurer/Comptroller

11-20-14

Date

Council Approval Required



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

November 18, 2014

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

RE. WOW PEG Fee

Dear Mayor and Council:

Mr. Fincham and I have been working with the Grosse Pointe War Memorial and WOW for the past several months regarding a discrepancy regarding PEG fee billings. We believe we have a resolution that would require a Motion to Approve to increase WOW's PEG fees from 1.15% to 2%. This would show up on residents' bills and be passed through to the War Memorial to support the PEG services that the War Memorial provides to Grosse Pointe Woods residents. WOW has advised me in an email that it currently has 1,595 active customers in Grosse Pointe Woods and that the average monthly increase to each customer's bill would be approximately 58 cents (\$0.58) per month.

Here is a brief recap of the facts:

1. Comcast is the "incumbent" provider and pays 1.15% in PEG fees directly to the War Memorial. Comcast both historically and currently has provided the War Memorial with updated equipment, maintenance, and other services and I have a Memo from the War Memorial which estimated the value of those services back in 2009 at approximately \$3,900.00 a month.
2. AT&T pays 2% PEG fees to Grosse Pointe Woods which is passed on to the War Memorial. In 2011, Dickinson Wright wrote a letter to me on behalf of AT&T arguing that they should only pay the 1.15%. That issue appears to have been resolved and the War Memorial confirms that AT&T continues to pay 2%.
3. In their initial application to the City in October of 2010, WOW attached a Franchise Agreement which had a 3% PEG fee filled in. I believe we had discussions prior to submission of the offer explaining to WOW that Comcast paid 1.15% but also provided substantial in-kind services and goods to the War Memorial.

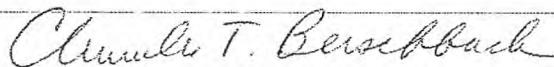
Mayor and Council
November 18, 2014
Page 2 of 2

4. The final agreement signed between WOW and the City had the PEG fee listed at 1.15% in spite of the earlier 3% offer.

The earlier 3% offer is problematic based on language in the Metro Act which generally requires subscribers to pay similar amounts for PEG fees. Comcast is paying less because of the services it provides to the War Memorial. Everyone believes that raising WOWs PEG fees to 2% would be fair and appropriate under the circumstances.

I am recommending that the Council move to amend the WOW agreement to allow PEG fees to be billed to residents at the rate of 2% effective January 1, 2015 and to authorize the City Administrator to sign an appropriate contract amendment as prepared by the City Attorney. If you have any questions, please call.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:nmg

Enclosures

cc: Alfred Fincham
Lisa Hathaway
Scott Shoop (WOW Rep.)
Elaine Langer (War Memorial)

Lisa Hathaway

From: Scott Shoup [SShoup@wideopenwest.com]
Sent: Wednesday, November 19, 2014 12:12 AM
To: Charles Berschback; Alfred Fincham; Lisa Hathaway; Elaine Langer
Subject: RE: Grosse Pointe Woods - WOW PEG Fees

Thank you Chip. I will have this updated effective 1/1/15 pending the formal approval by the City.

Scott Shoup

Family Man, Fitness Enthusiast, UFC Fan
Regional Business Director

WOW! Internet, Cable, & Phone

4820 Indianola Avenue
Columbus, OH 43214
Office: 614-396-6985
Cell: 614-353-5847
sshoup@wideopenwest.com

From: Berschback, Ethridge [<mailto:blbwlaw@yahoo.com>]
Sent: Tuesday, November 18, 2014 1:57 PM
To: Alfred Fincham; Lisa Hathaway; Scott Shoup; Elaine Langer
Subject: Grosse Pointe Woods - WOW PEG Fees

Please see attached letter. Thank you.

Chip Berschback

Law Offices
24053 Jefferson Avenue
St. Clair Shores, MI 48080
586.777.0400 / 0430 fax
blbwlaw@yahoo.com



CITY OF GROSSE POINTE WOODS
MEMORANDUM

9D

Date: November 25, 2014
To: Mayor and Council
From: Al Fincham, City Administrator *AF*
Subject: Purchase of Three Administrative Vehicles

RECEIVED
NOV 25 2014
CITY OF GROSSE PTE. WOODS

In order to continue a replacement program for our administrative vehicles similar to the replacement program implemented for Public Safety and Department of Public Service vehicles, administration has requested a replacement program for the Building department, Administration and Lake Front Park vehicles. A total of three (3) new vehicles are being requested.

These vehicles will be purchased through the Oakland County Bid purchasing program and specifically through the Red Holman GMC Dealership located at 35100 Ford Road in Westland Mi.

The vehicles are as follows:

- 2015 GMC Sierra 1500 4WD Regular Cab Pickup (Building Department) @ \$23,941.00
- 2015 GMC Terrain FWD (Administration) @ \$26,310.00
- 2015 GMC Terrain FWD (Lake Front Park) @ \$26,310.00

These new vehicles will replace the following:

- 2006 Jeep, 101,680 miles (Building Department)
- 2001 Montana Van, Unknown Mileage (Administration/Clerks Office/Assessing)
- 2000 Ford Expedition, 106,600 miles (Lake Front Park)

We have a four year financing program secured thru Comerica Bank with annual payments of \$20,500. This is a budgeted item in FY 2014-15 in the following accounts 640-852-977.299 \$13,750 (Bldg & Admin) 640-852-977.799 \$6,750 (P&R).

Recommend approval of the above stated with a cost not to exceed \$76,561.00 and I do not believe any benefit will accrue to the City to seek further competitive bids.

Al Fincham

Alfred Fincham, City Administrator

11-25-14

Date

Dee Ann Irby

Dee Ann Irby, City Treasurer/Comptroller

11-25-14

Date

Council Approval Required

Comerica Bank

MC 3540
411 West Lafayette Boulevard
Detroit, MI 48226
313-222-7878

November 24, 2014

Ms. Dee Ann Irby
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Dear Dee Ann:

Comerica Leasing, a division of Comerica Bank ("Lessor") is pleased to offer the following indicative proposal for a \$1,000,000 Equipment Leasing Facility to the City of Grosse Pointe Woods ("Lessee") for the acquisition of equipment. The equipment identified below is in addition to the equipment that was identified in the proposal dated October 15, 2014. Other equipment not already identified will be considered for financing under this Equipment Lease Facility as information becomes available. Hence, outlined below are the major terms and conditions of this indicative proposal (using current indicative rates – November 2014):

100% Finance Lease Proposal – One (1) New GMC 1500 4 wheel drive pick-up (Building Department) and Two (2) New GMC Terrain Vehicles (Administration Department)

Equipment Cost:	Consisting of the following: Building Department - New Pick-up = \$23,941.00 Administration Department – New Vehicles = \$52,620.00 Total = \$76,561.00
Funding Date:	Assumed November 2014 (using current indicative rates)
Lease Term:	4 years
Benefits of Ownership:	Title and all benefits of ownership will be retained by Lessee.
Net Lease:	Lessee will be responsible for all maintenance, taxes, insurance and all other costs relating to the operation of the equipment.
Lease Payment: (assuming tax-exempt status)	<u>4 years</u> For equipment identified at a cost of \$76,561.00, 4 annual fixed payments at 26.66508% of total equipment cost (\$20,415.05), due annually in arrears (current rate = 2.63%) - (See Condition 3 below).

Lease Termination
Option:

At the end of the lease term, the Lessee has the option to purchase the equipment for \$1.00

Conditions:

This proposal is for discussion purposes only. It does not represent a commitment to lease or extend credit on the part of Comerica Leasing, a division of Comerica Bank. If the proposal meets with your approval, it is then subject to the following additional criteria:

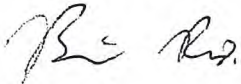
- 1) Our Credit and Investment Committee's approval of the actual transaction as well as execution of all mutually agreeable documentation necessary to affect this transaction.
- 2) Receipt and satisfactory review of invoices that coincide with equipment cost being financed to determine suitability of leasing for each particular piece of equipment, vintage, etc. Also, subject to review of equipment and cost detail as well as equipment specifications by our asset management team.
- 3) The above referenced and attached payment figures and rate figures are indicative of current money market conditions at this time. Hence, the above referenced and attached payment figures and rate figures are subject to change and will be based on the actual date of closing and money market conditions at the time of closing.
- 4) All documentation necessary to effect this transaction being satisfactory in form and substance to both City of Grosse Pointe Woods and Comerica Leasing, a division of Comerica Bank. It is contemplated that the lease will be documented using Comerica Leasing's standard municipal documentation. To the extent that changes/modifications are requested by the Lessee, Lessor and Lessee attorney fees, if any, shall be the responsibility of the Lessee.
- 5) This proposal and Lessor's willingness to enter into a lease is based upon there being no developments which, in the sole opinion of Lessor, would adversely affect the Lessee's creditworthiness and/or ability to meet any obligations.

November 24, 2014
City of Grosse Pointe Woods
Page 3 of 3

- 6) Lessee must provide Lessor with a Certificate of Insurance at closing showing Comerica Leasing, a division of Comerica Bank as a named insured for physical damage risks.

We appreciate the opportunity to extend this proposal for your consideration and look forward to working with you on this transaction. Should you have any questions, please do not hesitate to contact me at (313) 222-7889.

Respectfully,



Brian Ris
Vice President

Agreed and Accepted:

City of Grosse Pointe Woods

By: _____
Its: _____

MEMO 14 - 36

RECEIVED
NOV 21 2014
CITY OF GROSSE PTE. WOODS

10A

TO: Alfred Fincham, City Administrator
FROM: Joseph J. Ahee, Director of Public Services *ja*
DATE: November 20, 2014
SUBJECT: Wayne County Annual Permit Community Resolutions

Each year Wayne County issues the City of Grosse Pointe Woods an Annual Maintenance Permit to Construct, Operate, Use and/or Maintain – To Occupy the Right-of-Way of County Roads. The County also requires an Annual Pavement Restoration Permit and an Annual Permit for Special Events. As in prior years, the Model Community Resolutions and copies of the city’s certificate of insurance must accompany the approved permits. Assistant City Attorney Chip Berschback previously reviewed the resolutions, which are unchanged from prior years, and has had no objections.

I recommend the City Council adopt the Model Community Resolutions authorizing execution of the annual maintenance permit, the annual pavement restoration permit, and the annual permit for special events, authorize the Director of Public Services to sign the permits, and authorize the City Clerk to forward said documents to Wayne County.

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

Attachments

c.c. Dee Ann Irby
O/F

Recommended for Approval as Submitted:

A. Fincham

Alfred Fincham, City Administrator

11-20-14

Date

D. Irby

Dee Ann Irby, City Treasurer/Comptroller

11-21-14

Date

Council Approval Required

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 24 2014
CITY OF GROSSE POINTE WOODS

DON R. BERSCHBACK
OF COUNSEL

November 24, 2014

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

RE: Wayne County Annual Permit / 12/1/14 Agenda Item

Dear Mayor and Council:

I have reviewed Joe Ahee's Memo dated November 20, 2014 along with the supporting documentation from Wayne County and the proposed Model Community Resolution. I agree with Mr. Ahee's assessment and the recommendation as written.

I would note for future reference to the staff that the resolution states that if the City requires its own insurance regarding work to be performed in the right-of-way, the policy should also name the County of Wayne its officers, agents and employees as an additionally named insured.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr

cc: Alfred Fincham
Dee Ann Irby
Lisa Hathaway
Joe Ahee



Robert A. Ficano
County Executive

October 30, 2014

City Of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: Annual Maintenance Permit - A-15054

Attention: Joseph Ahee

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) to the extent allowed by law, indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Louann Adcock
33809 Michigan Avenue
Wayne MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2000.

Sincerely,



Louann Adcock
Clerical Specialist

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution



Wayne County Department of Public Services
Engineering Division – Permit Office
**Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer
1. A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:
 - a. For all water service connections larger than a two inch (2") diameter
 - b. For any water service connection that serves more than one customer
 - c. Whenever work is to be performed in a new subdivision
 - d. For any sanitary sewer service connection

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.
2. A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Permit Conditions

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: Where the permittee is a government, to the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL MAINTENANCE PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of Community Governing Board) on _____ (date), the following resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs and annual maintenance work on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and resolves that:

To the extent allowed by law, it will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
Joseph Ahee		Director of Public Services
Scott Lockwood		City Engineer

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the City of GP Woods(name of Community), County of Wayne, Michigan, on December 1, 2014.



Robert A. Ficano
County Executive

November 14, 2014

City Of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: Annual Pavement Restoration Permit - A-15109

Attention: Joseph Ahee

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Louann Adcock
33809 Michigan Avenue
Wayne MI 48184**

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2000.

Sincerely,



Louann Adcock
Clerical Specialist

C: file

Attachments: Annual Permit
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications For Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: Where the permittee is a government, to the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications For Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL PAVEMENT RESTORATION PERMIT**

Resolution No. _____

At a Regular Meeting of the _____ (Name of Community Governing Board) on _____ (date), the following resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct permanent pavement repairs due to emergency repairs on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the Community agrees and resolves that:

To the extent allowed by law, it will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
Joseph Ahee		Director of Public Services
<hr/>		
Scott Lockwood		City Engineer
<hr/>		

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the City of GP Woods (name of Community), County of Wayne, Michigan, on December 1, 2014.



Robert A. Ficano
County Executive

November 15, 2014

City Of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236-2343

RE: Annual Permit for Special Events - A-15142

Attention: Joseph Ahee

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Annual Special Events Attachment for Municipalities*
2. *Banner Attachment for Municipalities*
3. *General Conditions and Limitations of Permits*
4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) to the extent allowed by law, indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue an addendum to this permit authorizing the special event activities.

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

http://waynecounty.com/dps_engineering_cpoffice.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Louann Adcock
33809 Michigan Avenue
Wayne MI 48184**

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2000.

Sincerely,



Louann Adcock
Clerical Specialist

C: file

Attachments:

*Annual Permit
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Model Community Resolution*

PERMIT OFFICE
 33809 MICHIGAN AVE
 WAYNE, MI 48184,
 PHONE (734) 595-6504
 FAX (734) 595-6356

72 HOURS BEFORE ANY
 CONSTRUCTION. CALL
 Eileen Gardenhire
 (734) 595-6504, Ext: 2030
 FOR INSPECTION



WAYNE COUNTY
 DEPARTMENT OF PUBLIC SERVICES
 PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-15142	
ISSUE DATE 1/1/2015	EXPIRES 12/31/2015
REVIEW No.	WORK ORDER

PROJECT NAME
 GROSSE POINTE WOODS - SPECIAL EVENTS

LOCATION
 VARIOUS

CITY/TWP
 GROSSE POINTE WOODS

PERMIT HOLDER CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA DR GROSSE POINTE WOODS, MI 48236-2343	CONTRACTOR MI
CONTACT JOSEPH AHEE (313) 343-2460	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
 PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (HTTP://MUTCD.FHWA.DOT.GOV) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY	DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE \$0.00	LETTER OF CREDIT DEPOSITOR	PLANS APPROVED BY DATE PLANS APPROVED
PLAN REVIEW FEE..... \$0.00		1/1/2015
PARK FEE..... \$0.00		REQUIRED ATTACHMENTS
OTHER FEE..... \$0.00		GENERAL CONDITIONS
BOND..... \$0.00		ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
INSPECTION DEPOSIT..... \$0.00		ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
OTHER BOND \$0.00		SAMPLE COMMUNITY RESOLUTION
TOTAL COSTS \$0.00		RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
TOTAL CHECK AMOUNT		www.waynecounty.com/dps_engineering_cpoffice.htm
\$0.00		
CASHIER	DATE	
	1/1/2015	

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JOSEPH AHEE PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY Mr. Ali Aljawad
		DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Addendum Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

An addendum, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, an addendum will be issue authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MUTCD. (<http://mutcd.fhwa.dot.gov>)
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Addendum Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

An addendum, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, an addendum will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: Where the permittee is a government, to the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices* (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL SPECIAL EVENTS PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of Community Governing Board) on _____ (date), the following resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") requests an annual permit from the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") to temporarily close a County road for a parade, event, celebration, block party or similar activity or, to erect a banner within the County road right-of-way, and the County road or road-right-of-way is located entirely within the boundaries of the Community;

WHEREAS, pursuant to Act 200 of 1969, being MCL 247.323 *et seq*, the County permits and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such an Annual Permit, the Community agrees and resolves that:

To the extent allowed by law, it will fulfill all permit requirements and will save harmless, represent and defend the County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies to the Community as the result of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and for loss of or damage to property, and environmental damage or degradation, and from attorney's fees and related costs arising out of, under, or by reason of the Community's installation, construction, operation, repair or maintenance activities which are being performed under the terms of the Permit on, over, and/or under the County right-of-way or any local road, except claims resulting from the direct negligence or willful acts or omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors or any other person not a party to the Permit without its specific prior written consent and notwithstanding the issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title
Joseph Ahee		Director of Public Services
Scott Lockwood		City Engineer

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the City of GP Woods (name of Community), County of Wayne, Michigan, on December 1, 2014.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/21/2014

PRODUCER Stevenson Company 1700 Opdyke Court Auburn Hills, MI 48326 248-650-2736	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC#
INSURED City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236 313-343-2440	INSURER A: U.S. Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PKG80920016	10-1-14	10-1-15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ included
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNEDAUTOS	PKG80920016	10-1-14	10-1-15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANYAUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Wayne County Department of Public Services shall be a certificate holder. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. This is in reference to permit numbers A-15054, A-15109, and A-15142. A 30 day notice of cancellation applies.

CERTIFICATE HOLDER

Wayne County Department of Public Services
 Engineering Division-Permits
 33809 Michigan Avenue
 Wayne, Michigan 48184

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE



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

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

OF COUNSEL
 CHARLES T. BERSCHBACK

November 25, 2014

Skip Fincham, City Administrator
 City of Grosse Pointe Woods
 20025 Mack Plaza
 Grosse Pointe Woods, MI 48236

RE: November 2014 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
10/30/2014	Work on citizen complaint (.25)	0.25
10/31/2014	Continued follow up on citizen complaints, TCs, emails and ordinance review (.75); work on excavation matter (.50)	1.25
11/3/2014	Review of weekend packet, preparation for CC meeting and follow up (1.00); meeting on excavation case and follow up (1.50); meeting with SF on miscellaneous City business (.75); attendance at CC meeting (.50); meeting with SF, Joe Ahee and Mayor (.50)	4.25
11/4/2014	Work on business license matter (.25); work on excavation matter (1.00)	1.25
11/10/2014	Review of Court cases (.25); weekend packet review, emails, letters and TCs (.75)	1.00
11/12/2014	Attendance at Municipal Court (1.50); meeting with SF and follow up (.75)	2.25
11/14/2014	Research on procedural matters (.50)	0.50
11/17/2014	Review of weekend packet and work on outside litigation (1.00)	1.00
11/21/2014	TCs regarding ordinance work and clean up of excavation property (.75); work on various City matters (1.00)	1.75
11/24/2014	TCs with SF re: ordinance/excavation project (.50)	0.50

DRB = 14.00 hours x \$155.00
BALANCE DUE: \$ 2,170.00

<u>Breakdown</u>		
General		12.25 hours
Municipal Court		1.75 hours
Bldg/Planning Comm.		0.00 hours
MTT		0.00 hours

TC - Telephone	LKH - Lisa K. Hathaway	GT - Gene Tutag
CTB - Charles T. Berschback	CC - City Council	CEW-Conference of Eastern Wayne
DRB - Don R. Berschback	PC - Planning Commission	SF - Skip Fincham
DAI - DeeAnn Irby	C&E - Comp and Eval	LFP - Lakefront Park
GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority		MTT - Michigan Tax Tribunal

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

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(586) 777-0400

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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

November 24, 2014

Alfred "Skip" Fincham
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: November Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
11.3.14	TT review of general call docket for 2014, emails (.25); review of Comerica Agreement (.25); work on Municipal Court response to Motion to Dismiss (1.00)	1.50
11.4.14	Finalized response to Municipal Court motion (.50); MIOSHA Code research (.75)	1.25
11.5.14	Attendance at Municipal Court docket, warrant review (2.75); final review of Comerica Agreement and Opinion letter (.25); review of response to Hampton motion and preparation for motion hearing (1.00)	4.00
11.6.14	Continued MIOSHA research (.75)	0.75
11.7.14	Attendance in Wayne County Circuit Court, motion to expedite Hampton Road nuisance hearing granted; follow up with neighbor and GT (3.00)	3.00
11.10.14	Draft of letter re. PEG fee resolution and file review (.50); Municipal court calls (.25)	0.75
11.11.14	Review of Matouk FOIA file, preparation for meeting with Gus Morris (1.00); preparation for Hampton Road hearing (1.00)	2.00
11.12.14	Continued preparation for nuisance hearing research (1.00)	1.00
11.13.14	TCs on Hampton Road (.75)	0.75
11.14.14	TCs on Hampton Road (.25)	0.25

11.17.14	Hampton Road preparation and meeting with contractor and GT, calls with Court and preparation of order adjourning hearing based on work to start (1.50); finalized Comerica Financing Opinion letter(.25); review of Municipal Court docket and warrant request (1.00); attendance at Council meeting (.75)	3.50
11.18.14	Meeting with Gus Morris on Matouk (1.25); finalized PEG fee letter (.25)	1.50
11.19.14	Municipal Court docket and warrant review, TCs Det Bur (3.25); meeting with LH, email to Dubai (.25); TCs Ahee and Tony C, Code research (.50)	4.00
11.20.14	TC GT (Liggett), TC Dee Ann (.25)	0.25
11.21.14	Calls on review warrant (.25)	0.25
11.24.14	TT review of Rivers motion (.25); review of Wayne County Permit; letter to M/C (.25)	0.50

CTB = 25.25 hours at \$140.00 per hour

TOTAL DUE: \$ 3,535.00

TC - Telephone	GT - Gene Tutag
SF - Skip Fincham	LH - Lisa Hathaway
JM - Julie Moore	Det. Bur. - Detective Bureau
DAI - DeeAnn Irby	PC - Planning Commission
M/C - Mayor and Council	TT - Tax Tribunal

Breakdown

General	15.75 hours
Municipal Court	9.00 hours
Building/Planning Commission	0.00 hours
Tax Tribunal	.50 hours