February 7, 2020

Honorable Mayor and Members of Council
Grosse Pointe Park, Michigan

Dear Mayor and Members of City Council:

The next meeting of the City Council of Grosse Pointe Park will be held at 7:00 P.M. on Monday, February 10, 2020 within Council Chambers. The tentative agenda is comprised of the following:

STATE OF MICHIGAN – BENEFITS PLAN PA202
Mayor Denner and Members of City Council will consider adoption of a corrective action plan as required.

MARINA RESOLUTION
Mayor Denner and Members of City Council will be asked to approve a resolution transferring funds from general fund to the marina fund.

TEMPORARY TRAFFIC REGULATION # 213
Mayor Denner and Members of City Council will consider Temporary Traffic Regulation # 213 be made permanent.

EMERGENCY OPERATIONS PLAN
Mayor Denner and Members of City Council will be asked to adopt a resolution establishing an emergency management plan for the City of Grosse Pointe Park.

ROCKET FIBER METRO ACT APPROVAL
Mayor Denner and Members of City Council will be asked to consider permit approval of the Metro Act for the Rocket Fiber project with Grosse Pointe Public School System.

FINANCE REPORT
Mayor Denner and Members of City Council will be asked to accept and approve the Finance Report and list of invoices for $5,000 and over.

CITY ATTORNEY
Mayor Denner and Members of City Council will listen to a statement from the City Attorney.

Sincerely,

Nick Sizeland
City Manager
Protecting Local Government Retirement and Benefits Act
Corrective Action Plan:
Retirement Health Benefit Systems

Issued under authority of Public Act 202 of 2017 (the Act).

1. LOCAL GOVERNMENT INFORMATION

Local Government Name: City of Grosse Pointe Park

Retirement Health Benefit System Name: Blue Cross/Blue Cross

Contact Name (Administrative Officer): Nick Sizeland

Title if not Administrative Officer: City Manager

Email (Communication will be sent here): blahutj@grossepointepark.org

Fiscal Year System was Determined to be Underfunded: 2018

2. GENERAL INFORMATION

Corrective Action Plan: An underfunded local government shall develop and submit for approval a corrective action plan for the local government. The local government shall determine the components of the corrective action plan. This corrective action plan shall be submitted by any local government with at least one retirement health benefit system that has been determined to have an underfunded status. Underfunded status for a retirement health system is defined as being less than 40% funded according to the most recent audited financial statements, and, if the local government is a city, village, township, or county, the actuarially determined contribution (ADC) for all of the retirement health systems of the local government is greater than 12% of the local government's annual governmental fund revenues, based on the most recent fiscal year.

Due Date: The local government has 180 days from the date of notification to submit a corrective action plan to the Municipal Stability Board (the Board). The Board may extend the 180-day deadline by up to an additional 45 days if the local government submits a reasonable draft of a corrective action plan and requests an extension.

Filing: Per Sec. 10(1) of the Act, this corrective action plan must be approved by the local government’s administrative officer and its governing body. You must provide proof of your governing body approving this corrective action plan and attach the documentation as a separate PDF document. Failure to provide documentation that demonstrates approval from your governing body will automatically result in a disapproval of the corrective action plan.

The submitted plan must demonstrate through distinct supporting documentation how and when the local government will reach the 40% funded ratio. Or, if the local government is a city, village, township, or county, the submitted plan may demonstrate how and when the ADC for all retirement health systems will be less than 12% of annual governmental fund revenues, as defined by the Act. Supporting documentation for the funding ratio and/or ADC must include an actuarial projection, an actuarial valuation, or an internally developed analysis. The local government must project governmental fund revenues using a reasonable forecast based on historical trends and projected rates of inflation.

The completed plan must be submitted via email to Treasury at LocalRetirementReporting@michigan.gov for review by the Board. If you have multiple underfunded retirement systems, you are required to complete separate plans and send a separate email for each underfunded system. Please attach each plan as a separate PDF document in addition to all applicable supporting documentation.
The subject line of the email(s) should be in the following format: Corrective Action Plan-20XX, Local Government Name, Retirement System Name (e.g. Corrective Action Plan-2019, City of Lansing, Employees' Retirement System OPEB Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

Municipal Stability Board: The Board shall review and vote on the approval of a corrective action plan submitted by a local government. If a corrective action plan is approved, the Board will monitor the corrective action plan and report on the local government's compliance with the Act not less than every two years.

Review Process: Following receipt of the email by Treasury, the Board will receive the corrective action plan submission at the Board's next scheduled meeting. The Board shall then approve or reject the corrective action plan within 45 days from the date of the meeting.

Considerations for Approval: A successful corrective action plan will demonstrate the actions for correcting underfunded status as set forth in Sec. 10(7) of the Act (listed below), as well as any additional solutions to address the underfunded status. Please also include steps already taken to address your underfunded status, as well as the date prospective actions will be taken. A local government may also include in its corrective action plan a review of the local government's budget and finances to determine any alternative methods available to address its underfunded status. A corrective action plan under this section may include the development and implementation of corrective options for the local government to address its underfunded status. The corrective options as described in Sec. 10(7) may include, but are not limited to, any of the following:

(i) Requiring cost sharing of premiums and sufficient copays;
(ii) Capping employer costs.

Implementation: The local government has up to 180 days after the approval of a corrective action plan to begin to implement the corrective action plan to address its underfunded status. The Board shall monitor each underfunded local government's compliance with this act and any corrective action plan. The Board shall adopt a schedule, not less than every 2 years, to certify that the underfunded local government is in substantial compliance with the Act. If the Board determines that an underfunded local government is not in substantial compliance under this subsection, the Board shall within 15 days provide notification and report to the local government detailing the reasons for the determination of noncompliance with the corrective action plan. The local government has 60 days from the date of the notification to address the determination of noncompliance.

3. DESCRIPTION OF PRIOR ACTIONS

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

- If applicable, prior actions listed within your waiver application(s) may also be included in your corrective action plan.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local government done to improve its underfunded status, and which attachment(s) supports your actions).

- Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system's funded ratio.
**Category of Prior Actions:**

- **System Design Changes** - System design changes may include the following: changes to coverage levels (including retiree co-payments, deductibles, and Medicare eligibility), changes to premium cost-sharing, eligibility changes, switch to defined contribution retiree health care plan, changes to retiree health care coverage for new hires, etc.

**Sample Statement:** Benefit levels of the retired membership mirrors the current collective bargaining agreement for each class of employee. On **January 1, 2019**, the local government entered into new collective bargaining agreements with the **Command Officers Association** and **Internal Association of Firefighters** that increased employee co-payments and deductibles for health care. These coverage changes resulted in an improvement to the retirement system's funded ratio. Please see page 12 of the attached actuarial analysis that indicates the system is 40% funded as of **June 30, 2019**.

Dispatch Union retiree coverage was limited to a two-person contract effective 7/1/07. DPW employees retiree coverage was reduced to a two-person contract effective 7/1/09. Administration and non-union employees follow the DPW/Clerical Contract for active employees. Non-union employees will not receive coverage at retirement. There are 6 admin who will receive coverage Public Safety was reduced from family coverage to a two-person contract effective 7/1/12. All employees hired 4/1/14, will not receive coverage upon retirement. DPW employees will receive coverage until they reach Medicare age at 65 with 30 years of service. Employee must have at least 25 years of service and for each year deficient of 30 years would be responsible for 5% per year of such premium, once 65 is reached, coverage is terminated. Currently there are 88 full time employees, of those 26 will not receive coverage, and 12 will receive coverage until 65. Employees eligible for coverage contribute 1.5% annually hired prior to 4/1/14.

- **Additional Funding** - Additional funding may include the following: paying the ADC in addition to retiree premiums, voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

**Sample Statement:** The local government created a qualified trust to receive, invest, and accumulate assets for retirement health care on **June 23, 2016**. The local government adopted a policy to change its funding methodology from Pay-Go to full funding of the ADC. Furthermore, the local government committed to contributing $500,000 annually, in addition to the ADC for the next five fiscal years. The additional contributions will increase the retirement system's funded ratio to 40% by **2022**. Please see page 10 of the attached resolution from our governing body demonstrating the commitment to contribute the ADC and additional $500,000 for the next five years.

- **Other Considerations** - Other considerations may include the following: outdated Form 5572 information, actuarial assumption changes, amortization policy changes, etc.

**Sample Statement:** The information provided on the Form 5572 from the audit used actuarial data from **2017**. Attached is an updated actuarial valuation from **2019** that shows our funded ratio has improved to **42%** as indicated on page 13.
4. DESCRIPTION OF PROSPECTIVE ACTIONS

The corrective action plan allows you to submit a plan of prospective actions which are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prospective actions implemented by the local government to address the retirement system's underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what will the local government do to improve its underfunded status, and which attachment(s) supports your actions).

Category of Prospective Actions:

☐ System Design Changes - System design changes may include the following: changes to coverage levels (including retiree co-payments, deductibles, and Medicare eligibility), changes to premium cost-sharing, eligibility changes, switch to defined contribution retiree health care plan, changes to retiree health care coverage for new hires, etc.

Sample Statement: The local government will seek to align benefit levels for the retired membership with each class of active employees. Beginning with summer 2020 contract negotiations, the local government will seek revised collective bargaining agreements with the Command Officers Association and Internal Association of Firefighters to increase employee co-payments and deductibles for health care. These coverage changes would result in an improvement to the retirement system's funded ratio. Please see page 12 of the attached actuarial analysis that indicates the system would be 40% funded by fiscal year 2030 if these changes were adopted and implemented by fiscal year 2021.

☐ Additional Funding – Additional funding may include the following: meeting the ADC in addition to retiree premiums, voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

Sample Statement: The local government will create a qualified trust to receive, invest, and accumulate assets for retirement health care by December 31, 2020. The local government will adopt a policy to change its funding methodology from Pay-Go to full funding of the ADC by December 31, 2020. Additionally, beginning in fiscal year 2021, the local government will contribute $500,000 annually in addition to the ADC for the next five fiscal years. The additional contributions will increase the retirement system's funded ratio to 40% by 2023. Please see page 10 of the attached resolution from our governing body demonstrating the commitment to contribute the ADC and additional $500,000 for the next five years.

The City established a qualified trust through Municipal Employees Retirement System to receive, invest, and accumulate assets for retirement health care on January 1, 2020 and has committed to an annual contribution to the trust. Please see attached the resolution adopting the trust along with the Council Meeting minutes approving the trust and the commitment of funds to be deposited annually into the Trust.

☐ Other Considerations – Other considerations may include the following: outdated Form 5572 information, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: Beginning in fiscal year 2020, the local government will begin amortizing the unfunded portion of the health care liability using a level-dollar amortization method over a closed period of 10 years. This will allow the health system to reach a funded status of 42% by 2023 as shown in the attached actuarial analysis on page 13.

The information on Form 5572 for fiscal year ending June 30, 2019 determined that total ARC for benefits is below 12% of the City's total governmental fund revenues. Attached is form 5572 for 2019 and Fiscal Year End June 30, 2019 Audit information. Enclosed is a supplemental report from GRS projecting the required contributions for the City of Grosse Pointe Park to reach the required 40% funding level for retiree health care.
5. CONFIRMATION OF FUNDING

Please check the applicable answer:
Do the corrective actions listed in this plan allow for your local government to make, at a minimum, the retiree premium payment, as well as the normal cost payments for all new hires (if applicable), for the retirement health benefit system according to your long-term budget forecast?

☒ Yes
☐ No, Explain:

6. DOCUMENTATION ATTACHED TO THIS CORRECTIVE ACTION PLAN

Documentation should be attached as a PDF to this corrective action plan. The documentation should detail the corrective action plan that would be implemented to adequately address the local government’s underfunded status. Please check all documents that are included as part of this plan and attach in successive order as provided below:

Naming Convention: When attaching documents, please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document "Attachment 2a" and the second document "Attachment 2b".

<table>
<thead>
<tr>
<th>Naming Convention:</th>
<th>Type of Document:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Attachment – 1</td>
<td>This corrective action plan (required);</td>
</tr>
<tr>
<td>☒ Attachment – 1a</td>
<td>Documentation from the governing body approving this corrective action plan (required);</td>
</tr>
<tr>
<td>☒ Attachment – 2a</td>
<td>An actuarial projection, an actuarial valuation, or an internally developed analysis (in accordance with GASB and/or actuarial standards of practice), which illustrates how and when the local government will reach the 40% funded ratio. Or, if the local government is a city, village, township, or county, how and when the ADC will be less than 12% of governmental fund revenues, as defined by the Act (required);</td>
</tr>
<tr>
<td>☐ Attachment – 3a</td>
<td>Documentation of additional payments in past years that are not reflected in your audited financial statements (e.g. enacted budget, system provided information);</td>
</tr>
<tr>
<td>☒ Attachment – 4a</td>
<td>Documentation of commitment to additional payments in future years (e.g. resolution, ordinance);</td>
</tr>
<tr>
<td>☒ Attachment – 5a</td>
<td>A separate corrective action plan that the local government has approved to address its underfunded status, which includes documentation of prior actions, prospective actions, and the positive impact on the system’s funded ratio;</td>
</tr>
<tr>
<td>☒ Attachment – 6a</td>
<td>Other documentation, not categorized above.</td>
</tr>
</tbody>
</table>
7. CORRECTIVE ACTION PLAN CRITERIA

Please confirm that each of the three corrective action plan criteria listed below have been satisfied when submitting this document. Specific detail on corrective action plan criteria can be found in the Corrective Action Plan Development: Best Practices and Strategies document.

Corrective Action Plan Criteria:

☒ Underfunded Status

Description:

Is there a description and adequate supporting documentation of how and when the retirement system will reach the 40% funded ratio? Or, if your local government is a city, village, township, or county, how and when the ADC of all retirement health care systems will be less than 12% of governmental fund revenues? Do the corrective actions address the underfunded status in a reasonable timeframe?

☒ Legality

Description:

Does the corrective action plan follow all applicable laws? Are all required administrative certifications and governing body approvals included?

☒ Affordability

Description:

Do the corrective action(s) listed allow the local government to make the retiree health care premium payment, as well as normal cost payments for new hires now and into the future without additional changes to this corrective action plan?

8. LOCAL GOVERNMENT’S ADMINISTRATIVE OFFICER APPROVAL OF CORRECTIVE ACTION PLAN

I, Nick Sizeland, as the government’s administrative officer (Ex. City/Township Manager, Executive Director, Chief Executive Officer, etc.) (insert title) City Manager (insert name) approve this corrective action plan and will implement the prospective actions contained in this corrective action plan.

I confirm to the best of my knowledge that because of the changes listed above, one of the following statements will occur:

☐ The ______________(insert retirement health system name) will achieve a funded status of at least 40% by fiscal year ______________ as demonstrated by the required supporting documentation listed in Section 6.

OR, if the local government is a city, village, township, or county:

☒ The ADC for all the retirement health benefit systems of the local government will be less than 12% of the local government’s annual governmental fund revenues by fiscal year 2019 as demonstrated by required supporting documentation listed in Section 6.

Signature: ___________________________ Date: ___________________________
MARINA RESOLUTION

WHEREAS, due to extensive and unexpected repairs, as a result of record high water levels in Lake St. Clair, and

WHEREAS, such repairs required the use of the marina available cash reserves, and

WHEREAS, such use resulted in the requirement to transfer funds from the City’s General Fund to complete the necessary repairs in a proper manner, and

NOW THEREFORE BE IT RESOLVED, to recognize such transfer, the Mayor Pro-tem and City Council hereby authorize the transfer of $100,000 from the General Fund to the Marina Fund.

Mayor Pro-tem Robson
Pursuant to Section 22-UTC-153 of the code of the City of Grosse Pointe Park, the undersigned hereby promulgates the following temporary regulation for the control of parking on Kercheval east of Nottingham within the City of Grosse Ponte Park, County or Wayne, State of Michigan.

1. On the south side of Kercheval from the east side of the west Pierce Middle School driveway to a point 50 feet east of the west Pierce Middle School driveway, I direct the designation of a No Stopping Standing Parking zone, except buses, 7a-4p School Days.

This regulation shall become effective this date and expire in ninety days unless made permanent by City Council. Done in the City of Grosse Pointe Park, County of Wayne, State of Michigan, this 25th day of November, 2019.

Stephen Poloni
Director of Public Safety
<table>
<thead>
<tr>
<th><strong>TITLE:</strong> Emergency Operations Plan</th>
<th><strong>DATE:</strong> February 7, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUMMARY:</strong> Council is being requested to adopt a resolution to provide for the mitigation, preparedness, response and recovery from natural and human-made disasters within City of Grosse Pointe by being part of the Wayne County emergency management program; to appoint the county emergency management coordinator as the City of Grosse Pointe Park Emergency Management Coordinator; to provide for a means for coordinating the resources of the municipality with those of the county; and to provide a means through which the City Council may exercise the authority and discharge the responsibilities vested in them by this resolution and Act No. 390 of the Public Acts of 1976, as amended. This agreement also satisfies the requirement by FEMA to be able to file and receive emergency funding under certain circumstances.</td>
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<tr>
<td><strong>FINANCIAL IMPACT:</strong> None</td>
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<td><strong>RECOMMENDATION:</strong> Staff recommends the approval of the agreement.</td>
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<tr>
<td><strong>PREPARED BY:</strong> Stephen Poloni</td>
<td><strong>TITLE:</strong> Director of Public Safety</td>
</tr>
</tbody>
</table>
City of Grosse Pointe Park  
Emergency Management Resolution

A resolution to provide for the mitigation, preparedness, response and recovery from natural and human-made disasters within City of Grosse Pointe Park by being part of the Wayne County emergency management program; to appoint the county emergency management coordinator as the City of Grosse Pointe Park emergency management coordinator; to provide for a means for coordinating the resources of the municipality with those of the county; and to provide a means through which the City Council may exercise the authority and discharge the responsibilities vested in them by this resolution and Act No. 390 of the Public Acts of 1976, as amended.

Article 1 - Short Title

Section 101. This resolution shall be known as the "Emergency Management Resolution".

Article 2 - Definitions

Section 201. For the purpose of this resolution, certain words used herein are defined as follows:


(b) "Disaster" means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from a natural or human-made cause, including but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.

(c) "Disaster relief force" means all agencies of county and municipal government, private and volunteer personnel, public officers and employees, and all other persons or groups of persons identified in the Wayne County Emergency Operations Plan as having duties to perform or those called into duty or working at the direction of a party identified in the plan to perform a specific disaster or emergency related task during a local state of emergency.

(d) "District Coordinator" means the Michigan Department of State Police District Emergency Management Coordinator. The District Coordinator serves as liaison between local emergency management programs and the Michigan State Police, Emergency Management Division in all matters pertaining to the mitigation, preparedness, response and recovery of emergency and disaster situations.

(e) "Emergency management coordinator" means the person appointed to coordinate all matters pertaining to emergency management within the municipality. The emergency management coordinator for City of Grosse Pointe Park is the Wayne County emergency management coordinator.

(f) "Emergency management program" means a program established to coordinate mitigation, preparedness, response and recovery activities for all emergency or disaster situations within a given geographic area made up of one or several political subdivisions. Such a program has an appointed emergency management coordinator and meets the program standards and requirements established by the Department of State Police, Emergency Management Division. The City of Grosse Pointe Park has elected to be part of the Wayne County emergency management program.

(g) "Emergency operations plan" means the plan developed and maintained by county and political subdivisions included in the emergency management program area for the purpose of responding to all emergency or disaster situations by identifying and organizing the disaster relief force.

(h) "Governor’s state of disaster" means an executive order or proclamation by the Governor that implements the disaster response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.
(i) "Governor's state of emergency" means an executive order or proclamation by the Governor that implements the emergency response and recovery aspects of the Michigan Emergency Management Plan and applicable local plans of the county or municipal programs affected.

(j) "Local state of emergency" means a declaration by the Mayor pursuant to the act and this resolution which implements the response and recovery aspects of the Wayne County Emergency Operations Plan and authorizes certain actions as described in this resolution.

(k) "Vital records" means those records that contain information needed to continue the effective functioning of the City of Grosse Pointe Park, including Public Safety Department and for the protection of the rights and interests of persons under emergency conditions in the event of an emergency or disaster situation.

Article 3 - Emergency Management Coordinator; Appointment

Section 301. By the authority of this resolution the Mayor hereby appoints the Wayne County Emergency Management Coordinator as the emergency management coordinator for City of Grosse Pointe Park in addition to acting for, and at the direction of, the County Executive the Emergency Management Coordinator will also act for, and at the direction of, the Mayor.

Section 302. A line of succession for the Wayne County Emergency Management Coordinator has been established and is listed in the City of Grosse Pointe Park Emergency Operations Plan.

Article 4 - Emergency Management Coordinator; Duties

Section 401. The Emergency Management Coordinator shall comply with standards and requirements established by the Department of State Police, Emergency Management Division, under the authority of the act, in accomplishing the following:

(a) Direct and coordinate the development of the Wayne County Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.

(b) Direct and coordinate the development of the Wayne County Emergency Operations Plan, which shall be consistent in content with the Michigan Emergency Management Plan.

(c) Specify departments or agencies which must provide an annex to the plan or otherwise cooperate in its development.

(d) Identify departments and agencies to be included in the Emergency Operations Plan as disaster relief force.

(e) Develop and maintain a county Resource Manual.

(f) Coordinate the recruitment, appointment, and utilization of volunteer personnel.

(g) Assure the emergency management program meets eligibility requirements for state and federal aid.

(h) Coordinate and/or conduct training and exercise programs for the disaster relief force within the county and to test the adequacy of the Emergency Operations Plan.

(h) Through public information programs, educate the population as to actions necessary for the protection of life and property in an emergency or disaster.

(i) Assist in the development of mutual aid agreements.

(j) Assist the City of Grosse Pointe Park

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1 Act 390, as amended, sec. 7a (4) gives the Emergency Management Division the authority to promulgate several standards and requirements.
municipal liaison with the development of municipal standard operating procedures which are consistent with the county Emergency Operations Plan.

(k) Oversee the implementation of all functions necessary during an emergency or disaster in accordance with the Emergency Operations Plan.

(l) Coordinate county emergency management activities with those municipalities included in the county emergency management program, other municipalities, the state, and adjacent counties.

(m) Coordinate all preparedness activities, including maintaining primary and alternate Emergency Operations Centers.

(n) Identify mitigation opportunities within the county and encourage departments/agencies to implement mitigation measures.

Article 5 - Emergency Management Liaison; Duties

Section 501. By the authority of this resolution the Mayor has appointed a liaison for the purpose of assisting the county Emergency Management Coordinator in coordinating the emergency management activities within the municipality. The duties of the liaison are as follows:

(a) Coordinate municipal emergency management activities with those of the county jurisdictions.

(b) Assist the county Emergency Management Coordinator with the development of the county Emergency Operations Plan and the incorporation of municipal resources into the plan.

(c) Identify municipal departments and agencies to be included in the Emergency Operations Plan as part of the disaster relief force.

(d) Identify municipal resources and forward information to the county Emergency Management Coordinator for inclusion in the county Resource Manual.

(e) Coordinate the recruitment, appointment, and utilization of volunteer resources.

(f) Assist the county Emergency Management Coordinator with administering training programs.

(g) Coordinate municipal participation in exercises conducted by the county.

(h) Assist in the development of mutual aid agreements.

(i) Assist in educating the population as to actions necessary for the protection of life and property in an emergency or disaster.

(j) Encourage departments/agencies within the municipality to identify and implement procedures to mitigate the effects of potential disasters.

(k) Assist in the assessment of the nature and scope of the emergency or disaster and collect damage assessment information and forward to the county.

(l) Coordinate the vital records protection program.

(m) Develop municipal standard operating procedures for disaster response which are consistent with the county Emergency Operations Plan.

Section 502. The Mayor shall appoint a minimum of two persons as successors to the position of the municipal liaison. The line of succession shall be supplied to the county Emergency Management Coordinator.

Article 6 - Mayor Powers; Duties

Section 601. On an annual basis, the Mayor shall review the eligibility and performance of the Emergency Management Coordinator and make recommendations to the City Council.

Section 602. The Mayor shall, review the effectiveness of the Wayne County county Emergency Operations Plan as the plan relates to the municipality once every two years. With the assistance of the municipal liaison, he/she shall make recommendations to the county Emergency Management Coordinator of any changes which may be needed. After this review and incorporation of necessary changes, the Mayor shall certify the plan to be current and adequate for City of Grosse.
Pointe Park the ensuing two years.2

1 Rule 4 (c) (d-q) of the administrative rules promulgated for Act 390, sec. 19 states that the plan shall be considered official upon bearing the signature of the chief executive official of the municipality. The plan must be current and adequate (see rule) within two years.

Section 603. When circumstances within the City of Grosse Pointe Park indicate that the occurrence or threat of occurrence of widespread or severe damage, injury or loss of life or property from natural or human-made cause exists the Mayor may declare a local state of emergency.1 Such a declaration shall be promptly filed with the Wayne County Emergency Management Office, who shall forward it to the Department of State Police, Emergency Management Division. This declaration shall not be continued or renewed for a period in excess of 7 days except with the consent of the City Council.3

Section 604. If the Mayor invokes such power and authority, he/she shall, as soon as reasonably expedient, convene the City Council for one or more emergency meetings in accordance with the Open Meetings Act to perform its normal legislative and administrative duties as the situation demands, and will report to that body relative to emergency activities. Nothing in this resolution shall be construed as abridging or curtailing the powers of the City Council unless specifically provided herein.

Section 605. The Mayor may do one or more of the following under a local state of emergency:

(a) Direct the Emergency Management Coordinator to implement the Emergency Operations Plan.
(b) Issue directives as to travel restrictions on local roads within the municipality.
(c) Relieve city employees of normal duties and temporarily reassign them to other duties.
(d) Activate mutual aid agreements.
(e) Direct the municipal disaster relief effort in accordance with the county Emergency Operations Plan and municipal standard operating procedures.
(f) Notify the public and recommend in-place or evacuation or other protective measures.
(g) Request a state of disaster or emergency declaration from the Governor as described in Article 7.
(h) When obtaining normal approvals would result in further injury or damage, Mayor may, until City Council convenes, waive procedures and formalities otherwise required pertaining to the following:
   (1) For a period of up to 7 days, send the disaster relief force and resources to the aid of other communities as provided by mutual aid agreements.
   (2) For a period of up to 7 days, appropriate and expend funds from the disaster contingency fund created in Article 9 up to $5000.
   (3) For a period of up to 7 days, make contracts, obtain and distribute equipment, materials, and supplies for disaster purposed.
   (4) Employ temporary workers.
   (5) Purchase and distribute supplies, materials, and equipment.
   (6) Make, amend, or rescind ordinances or rules necessary for emergency management purposes which supplement a rule, order, or directive issued by the Governor or a state agency. Such an ordinance or rule shall be temporary and, upon the Governor’s declaration that a state of disaster or state of emergency is terminated, shall no long be in effect.4

Section 606. If a state of disaster or emergency is declared by the Governor, assign and make available for duty the employees, property, or equipment of the City of Grosse Pointe Park within or without the physical

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3 Act 390, as amended, sec. 10 (1) (b) provides for the 7 day limit and disposition of the declaration.
4 Act 390, as amended, sec.12 (2) provides this authority.
limits of the City of Grosse Pointe Park as ordered by the Governor or the Director of the Department of State Police in accordance with the act.\(^5\)

**Article 7 - Governor Declaration Request**
Section 701. If a disaster or emergency occurs that has not yet been declared to be a state of disaster or a state of emergency by the Governor, and the Mayor determines that the situation is beyond control of the municipality, he/she may request the Governor to declare that a state of disaster or state of emergency exists in the municipality in accordance with the act. This shall be done by immediately contacting the Wayne County Emergency Management Coordinator. The Emergency Management Coordinator shall immediately contact the District Coordinator. The District Coordinator, in conjunction with the Emergency Management Coordinator, shall assess the nature and scope of the disaster or emergency, and they shall recommend the state personnel, services, and equipment that will be required for its prevention, mitigation, or relief.\(^6\)

**Article 8 - Volunteers; Appointment; Reimbursement**
Section 801. Each municipal department, commission, board, or other agency of municipal government is authorized to appoint volunteers to augment its personnel in time of emergency to implement emergency functions assigned in the county Emergency Operations Plan. Such individuals are part of the disaster relief force and shall be subject to the rules and operational control set forth by the respective department, commission, board, or agency through which the appointment was made, and shall be reimbursed for all actual and necessary travel and subsistence expenses.\(^7\)

**Article 9 - Disaster Contingency Fund**
Section 901. A disaster contingency fund is hereby created in the budget of not less than $5000. Money may be expended from the fund when a local state of emergency has been declared for the purpose of paying the disaster relief force, purchase of supplies and services, repair costs, or other needs required specifically for the mitigation of the effects of, or in response to, the emergency or disaster.

**Article 10 - Rights of Disaster Relief Force**
Section 1001. In accordance with the act, personnel of the disaster relief force while on duty shall have the following rights:

(a) If they are employees of the municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.

(b) If they are not employees of the municipality, or other governmental agency be entitled to the same rights and immunities as are provided for by law.\(^10\)

**Article 12 - Temporary Seat of Government**
Section 1201. The City Council shall provide for the temporary movement and reestablishment of essential government offices in the event that existing facilities cannot be use.

**Article 13 - Liability**
Section 1301. As provided for in the act and this resolution, the municipality, or the agents or representatives of the municipality, shall not be liable for personal injury or property damage sustained by the disaster relief force. In addition, any member of the disaster relief force engaged in disaster relief activity shall not be liable in a civil action for damages resulting from an act of omission arising out of and in the course of the person’s good faith rendering of that activity, unless the person’s act or omission was the result of that person’s gross negligence or willful misconduct. The right of a person to receive benefits or compensation to which he or she may otherwise

---

\(^5\) Act 390, as amended, sec. 10 (1) (h) provides this authority.

\(^6\) Act 390, as amended, sec.12 states that the “chief executive official” (see definitions in act) of a county or any municipality may make this request. However, he/she must do this utilizing the procedures set forth in sec. 14 of the act which states that the appointed emergency management coordinator and the district coordinator must jointly assess the situation and make recommendations.

\(^7\) Act 390, as amended, sec. 11 (1) (a-c) discusses disaster relief force rights and duties.
be entitled to under the worker's compensation law, any pension law, or act of congress will not be effected as a result of said activity.\textsuperscript{8} 

Section 1302. As provided for in the act, any person owning or controlling real estate or other premises who voluntarily and without compensation grants the municipality the right to inspect, designate and use the whole or any part of such real estate or premises for the purpose of sheltering persons or for any other disaster related function during a declared local state of emergency or during an authorized practice disaster exercise, shall not be civilly liable for the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for loss of, or damage to, the property of such person.\textsuperscript{11}

**Article 14 - Sovereignty**

Section 1401. Should any section, clause, or provision of this resolution be declared by the courts invalid for any reason, such declaration shall not affect the validity of this resolution as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid.

**Article 15 - Repeals**

Section 1501. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

**Article 16 - Annual Review**

Section 1601. This resolution shall be reviewed annually by the City Council and changes shall be made if necessary.

**Article 17 - Effective Date**

Section 1701. This resolution shall have immediate effect.

(The community may choose to adopt either an ordinance or resolution, whichever is the most appropriate procedure within the community, and promulgate it according to normal procedures.)

\textsuperscript{8} Act 390, as amended, sec. 11 (2-8) discusses liability.
METRO Act Permit Application Form  
Revised February 2, 2015

CITY OF GROSSE POINTE PARK

APPLICATION FOR  
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY  
TELECOMMUNICATIONS PROVIDERS  
UNDER  
METROPOLITAN EXTENSION TELECOMMUNICATIONS  
RIGHTS-OF-WAY OVERSIGHT ACT  
2002 PA 48  
MCL SECTIONS 484.3101 TO 484.3120

BY

ROCKET FIBER LLC  
(“APPLICANT”)

Unfamiliar with METRO Act?—Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (“METRO Act”) permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that “A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way.” MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to $40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].
This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of $500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: December 4, 2019

1.2 Applicant’s legal name: Rocket Fiber LLC

Mailing Address: 1505 Woodward Avenue, Suite 300, Detroit, MI 48226

Telephone Number: (844) 847-6253
Fax Number: (855) 455-3401
Corporate website: www.rocketfiber.com

Name and title of Applicant’s local manager (and if different) contact person regarding this application:
Jon Gordon, Vice President of Operations and General Counsel
Mailing Address: 1505 Woodward Avenue, Suite 300, Detroit, MI 48226

Telephone Number: (313) 545-8949
Fax Number: (855) 455-3401
E-mail Address: jongordon@rockefeller.com

1.3 Type of Entity: (Check one of the following)

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Individual
- Other, please describe:

1.4 Assumed name for doing business, if any: N/A

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation: Michigan

1.5.2 Date of incorporation/formation: June 6, 2014

1.5.3 If a subsidiary, name of ultimate parent company: Rocket Fiber Holdings LLC

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities):

Marc Hudson – President/CEO
Edi Demaf – Executive Vice President/COO
Randy Foster – Treasurer/CTO
Howard Luckoff – Secretary

1.6 Attach copies of Applicant’s most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See attached addendum

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes ☐ No ☐

If “yes,” please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:
1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes [ ] No [X]

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied. If publicly held, provide Applicant’s most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

See attached addendum

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain. See attached addendum

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways. See attached addendum

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant’s existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way). See attached addendum

2.4 Please provide an anticipated or actual construction schedule. See attached addendum

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways. Both Rocket Fiber LLC and Grosse
Pointe Public School System will own fiber optic filaments within the facilities’ cable sheath in order to operate their own fiber optic networks.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant’s facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant. Scott Cerny, Director of Network Expansion, Rocket Fiber LLC, 1505 Woodward Avenue, Suite 300, Detroit, MI 48226, scottcerny@rockefiber.com, (313) 545-8920

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant’s nearest local office: Rocket Fiber LLC
1505 Woodward Avenue, Suite 300
Detroit, MI 48226

3.2 Location of all records and engineering drawings, if not at local office: Same as above

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant’s engineer or engineers and their responsibilities for the telecommunications system;

Scott Cerny, Director of Network Expansion, Rocket Fiber LLC, 1505 Woodward Avenue, Suite 300, Detroit, MI 48226, scottcerny@rockefiber.com, (313) 545-8920, responsible for engineering Applicant’s telecommunications system

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant’s insurance coverage, carrier and limits of liability for the following:

3.4.1 Worker’s compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;
3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant’s facilities in the Public Ways.

Underground Contractors, Inc.
30561 Andersen Court
Wixom, MI 48393

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

ROCKET FIBER LLC
(“APPLICANT”)

December 4, 2019
Date

By: Marc Hudson
Title: President/CEO
Addendum to Application For Access to and Ongoing Use of Public Ways by Telecommunication Providers by Rocket Fiber LLC

1.10 If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied. If publicly held, provide Applicant’s most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

*Applicant is privately held.*

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

*Applicant will provide its financial statements if Municipality requests the information as provided for above.*

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

*Applicant possesses general authority provided by the Federal Communications Commission pursuant to 47 USC Section 214 to provide Interstate Telecommunication Services, a copy of which is not applicable.*

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

*Applicant will be a provider of broadband internet access and dedicated data transport. The facilities will be fiber optic cables and the electronics to power and control the services provided over the cables.*

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant’s insurance coverage, carrier and limits of liability.

*A certificate of insurance showing Applicant’s insurance coverage, carrier and limits of liability in force during the construction and installation period are being provided with this application.*

The following documents are attached to this Addendum to be part of the Application:
• Applicant's most recent annual report (with state ID number) as filed with the Michigan Department of Licensing and Regulatory Affairs;

• Applicant's certificate of good standing provided by the Michigan Department of Licensing and Regulatory Affairs;

• Route map for Applicant's telecommunications system;

• Construction schedule for Applicant's telecommunications system;

• Applicant's certificate of insurance;

• Completed METRO Act Unilateral Form of Right-of-Way Telecommunications Permit.
**ANNUAL STATEMENT**

*(Required by Section 207, Act 23, Public Act of 1993)*

<table>
<thead>
<tr>
<th>Identification Number:</th>
<th>801748336</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Statement Filing Year:</td>
<td>2019</td>
</tr>
<tr>
<td>1. Limited Liability Company Name:</td>
<td>ROCKET FIBER LLC</td>
</tr>
</tbody>
</table>

2. The street address of the limited liability company's registered office and name of the resident agent at that office:
   
   1. Resident Agent Name: UNITED AGENT GROUP INC.
   2. Street Address: 28175 HAGGERTY ROAD
   
   
<table>
<thead>
<tr>
<th>Apt/Suite/Other:</th>
<th>City: NOVI</th>
</tr>
</thead>
<tbody>
<tr>
<td>State: MI</td>
<td>Zip Code: 48377</td>
</tr>
</tbody>
</table>

3. Mailing address of the registered office:

<table>
<thead>
<tr>
<th>P.O. Box or Street Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apt/Suite/Other:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>State:</td>
</tr>
</tbody>
</table>

   Zip Code: |

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 21st Day of December, 2018 by:

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Title if &quot;Other&quot; was selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Geier</td>
<td>Authorized Agent</td>
<td></td>
</tr>
</tbody>
</table>

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

- [ ] Decline
- [ ] Accept
This is to Certify that the 2019 ANNUAL STATEMENT for

ROCKET FIBER LLC

ID Number: 801748336

received by electronic transmission on December 21, 2018, is hereby endorsed.

Filed on December 21, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 21st day of December, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau
This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 2nd day of December, 2019.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Send by electronic transmission
Certificate Number: 19127077970

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.
This is to Certify That
ROCKET FIBER LLC

was validly authorized on June 6, 2014, as a Michigan DOMESTIC LIMITED LIABILITY COMPANY, and said limited liability company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 2nd day of December, 2019.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission
Certificate Number: 19127078340

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.
# Gross Pointe Public Schools Construction Timeline

11/05/2019

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Start</th>
<th>Finish</th>
<th>Duration</th>
<th>Q4-19 Q1-20 Q2-20 Q3-20 Q4-20</th>
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<tbody>
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<td>1</td>
<td>General Timeline</td>
<td>10/14/2019</td>
<td>8/21/2020</td>
<td>225d</td>
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<tr>
<td>2</td>
<td>DTE Pole App Submission</td>
<td>10/14/2019</td>
<td>10/24/2019</td>
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<td>3</td>
<td>GSP Engineering (Pre MR Adjustments)</td>
<td>10/14/2019</td>
<td>12/13/2019</td>
<td>44d</td>
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<td>4</td>
<td>Underground Construction Permitting</td>
<td>10/14/2019</td>
<td>12/13/2019</td>
<td>44d</td>
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<td>5</td>
<td>DTE Make-Ready Completion</td>
<td>10/24/2019</td>
<td>2/21/2020</td>
<td>87d</td>
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<tr>
<td>6</td>
<td>Meet with Municipalities</td>
<td>10/31/2019</td>
<td>11/11/2019</td>
<td>8d</td>
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<td>7</td>
<td>WSU Aerial and Underground Fiber Placement</td>
<td>2/21/2020</td>
<td>4/24/2020</td>
<td>46d</td>
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<td>8</td>
<td>WSU Fiber Splicing &amp; Testing</td>
<td>4/27/2020</td>
<td>5/1/2020</td>
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<td>Gross Pointe Ring Fiber Splicing &amp; Testing</td>
<td>5/25/2020</td>
<td>8/14/2020</td>
<td>60d</td>
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<tr>
<td>11</td>
<td>Provide All As-Builds and Test Results</td>
<td>8/17/2020</td>
<td>8/28/2020</td>
<td>10d</td>
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</tr>
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### Certificate of Liability Insurance

**Authorized Representative**

**Certificate of Liability Insurance**

Date (MM/DD/YYYY): 11/26/2019

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

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

**Producer**

Colburn Colburn
121 W. Long Lake Road
Second Floor - Suite 220
Bloomfield Hills MI 48304

**Contact Name:** Debbie Grasel
**Phone:** (248) 594-6444
**Fax:** (248) 594-6445
**Email:** dgrasel@colburncolburn.com

**Insurers Affording Coverage**

- **Insurer A:** Federal Insurance Company
- **Insurer B:** Colony Specialty Insurance Company
- **Insurer C:**
- **Insurer D:**
- **Insurer E:**
- **Insurer F:**

**Coverages**

**Certificate Number:** 19/20 w/Pollution

**Revision Number:**

**This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.**

<table>
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<tr>
<th>Type of Insurance</th>
<th>Mode of Subj</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<td>Commercial General Liability</td>
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<td>36031026</td>
<td>09/04/2019</td>
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<td>EACH OCCURRENCE $1,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (EA occurrence) $1,000,000</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>GENERAL AGGREGATE $2,000,000</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>AGGREGATE $</td>
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<td>Umbrella Liability</td>
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<td>AGGREGATE $10,000,000</td>
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<td>DED RETENTION $</td>
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<tr>
<td>Workers Compensation and Employers' Liability</td>
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<td>09/04/2019</td>
<td>09/04/2020</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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<tr>
<td>Contractor's Pollution Liability</td>
<td>Y</td>
<td>CSP305222</td>
<td>05/17/2019</td>
<td>05/17/2020</td>
<td>Each Condition Limit $3,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations / Locations / Vehicles:**

City of Grosse Pointe Park is an Additional Insured with respect to General Liability, Auto Liability and Umbrella Coverage. Coverage is primary & non-contributory, as required by written contract. A 30 Day Notice of Cancellation to the City of Ferndale applies, when the policy is cancelled by the carrier. A 10 Day Notice of Cancellation applies for non-payment of premium.

**Certificate Holder**

City of Grosse Pointe Park
15115 East Jefferson Avenue
Grosse Pointe Park MI 48230

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

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RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

This permit issued this ___ day of ________, 20___ by City of Grosse Pointe Park.

1 Definitions

1.1 Date of Issuance shall mean the date set forth above.

1.2 Manager shall mean Municipality’s Mayor or his or her designee.


1.4 Municipality shall mean the City of Grosse Pointe Park, a Michigan municipal corporation.

1.5 Permit shall mean this document.

1.6 Permittee shall mean collectively Rocket Fiber LLC, a limited liability company organized under the laws of the State of Michigan whose address is 1505 Woodward Avenue, Suite 300, Detroit, MI 48226 and Grosse Pointe Public School System, a municipal corporation organized under the laws of the State of Michigan whose address is 389 St. Clair Avenue, Grosse Pointe, MI 48230.

1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.

1.8 Telecommunications Facilities or Facilities shall mean the Permittee’s equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any
wireless, two-way communications device.

1.9   **Term** shall have the meaning set forth in Part 7.

2   **Grant**

2.1    Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

   2.1.1   Exhibit A may be modified by Manager upon written request by Permittee.

   2.1.2   Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.2   **Overlashing.** Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3   **Nonexclusive.** The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3   **Contacts, Maps and Plans**

3.1   **Permittee Contacts.** The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

   3.1.1   The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is 1505 Woodward Avenue, Suite 300, Detroit, MI 48226, jongordon@rocketfiber.com, (313) 545-8949, General Counsel.

   3.1.2   If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or
3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee’s engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Scott Cemy, Director of Network Expansion, 1505 Woodward Ave., Ste. 300, Detroit, MI 48226, scottcemy@rocketfiber.com, (313) 545-8920.

3.1.4 The address, phone number and contact person (title or department) at Permittee’s home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is 1505 Woodward Avenue, Suite 300, Detroit, MI 48226, (313) 545-8920, Director of Network Expansion.

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee’s aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall
modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

4.2 **No Priority.** This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.

4.3 **Restoration of Property.** Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee’s sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee’s option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair.

4.4 **Marking.** Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee’s lines on alternate poles which shall state Permittee’s name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee’s cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee’s name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee’s name and a toll-free telephone number.

4.5 **Tree Trimming.** Permittee may trim trees upon and overhanging the Public Right-
of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.

4.6 **Installation and Maintenance.** The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.

4.7 **Pavement Cut Coordination.** Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 **Compliance with Laws.** Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.
4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.

4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee’s sole cost and expense.

4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee’s name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with
Permittee’s name and telephone number.

5 Indemnification

5.1 Indemnity. To the extent permitted by law, Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively “claim” for this Part 5) (including, without limitation, attorneys’ fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee’s use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality’s acceptance of such self-insurance shall not be unreasonably withheld.

6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities,
commonly known as XCU coverage, in an amount not less than Five Million Dollars ($5,000,000).

6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars ($500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.

6.1.3 Automobile liability insurance in an amount not less than One Million Dollars ($1,000,000).

6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.

6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.

6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of $50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality
from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.

6.5 **Contractors.** Permittee’s contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers’ compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee’s policies).

6.6 **Insurance Primary.** Permittee’s insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively “them”). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee’s insurance and shall not contribute to it (where “insurance or self-insurance maintained by any of them” includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 **Term**

7.1 **Term.** The term (“Term”) of this Permit shall be until the earlier of:

7.1.1 Five (5) years from the Date of Issuance; or

7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or

7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and
installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Permittee to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee’s sole cost and expense.

10.1.1 For purposes of this Part 10, “cable” means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal: Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee’s business, or by other means, subject to the following:

11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality’s prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.

11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee’s ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, to ________________________________, with a copy to ________________________________.

12.1.2 If to Permittee, to Rocket Fiber LLC, Attention: General Counsel, 1505 Woodward Avenue, Suite 300, Detroit, MI 48226.
12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.

13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

City of Grosse Pointe Park

By: ________________________________
Its: ________________________________
Date: _______________________________
Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

Rocket Fiber LLC

By: __________________________
Its: _________________________
Date: ________________________

Grosse Pointe Public School System

By: __________________________
Its: _________________________
Date: ________________________
Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities
Exhibit B

Bond
Meeting Objectives

1. Present the contractual scope of Rocket Fiber's fiber build for the GPPSS
2. Incorporate feedback from the cities to build a strategy for how to engage with the communities through which Rocket Fiber is building
   • Construction timeline
   • Communication plan
3. Provide a forum for participants to ask any questions
Faster, Friendlier Internet

Powering Clients With:

- Up to 1,000x faster internet speeds
- Future-proof platform to support next-generation applications and bandwidth scalability
- Recognized as the fastest internet provider in Michigan
- 100% Pure fiber network
- White glove, personalized and local client service
Project Overview

- RF awarded RFP by GPPSS to build a dark fiber network to 14 buildings
  - Network will also connect to Wayne State
- GPPSS will own their own fiber network for the first time, with extra fiber capacity available to municipal partners
- Excess fiber owned by RF will be installed for future use
Where We're Building

Overview of Build:

- Connect 14 locations in the GPPSS
- GPPSS network ties back to WSU
- 100% fiber network
  - ~85% Aerial
  - ~15% Underground
Rocket Fiber will restore all sidewalks and grass that may be disrupted.
Project Phases / Timeline

**Pre-Installation (January-March)**
- Metro Acts and building application permits filed
- DTE pole attachment permit approvals filed
- Make-ready crews prepare poles for attachment

**Installation (February-September)**
- Rocket Fiber will reach out 3 weeks in advance to respective City Manager to confirm work is commencing in their municipality

**Turn-Up (September-November)**
Community Engagement

- Door hangers 2 weeks before construction
- Rocket Fiber support number 24/7/365
- Newsletters, articles, social media
Questions?
January 2020

Invoices over $5,000 for Review & Acceptance

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<th>Date</th>
<th>Vendor</th>
<th>Description</th>
<th>Current Payment</th>
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<td>Leaf hauling</td>
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<td>Lead service replacement</td>
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<tr>
<td>01/24/20</td>
<td>Green for Life</td>
<td>Recycling for Jan.</td>
<td>18,756</td>
<td>131,294</td>
</tr>
<tr>
<td>01/24/20</td>
<td>Green for Life</td>
<td>Rubbish for Jan.</td>
<td>48,484</td>
<td>279,231</td>
</tr>
<tr>
<td>01/29/20</td>
<td>J.B. Auto Repair</td>
<td>Partial rebuild truck transmission</td>
<td>5,791</td>
<td>5,791</td>
</tr>
<tr>
<td>01/29/20</td>
<td>Compass Minerals</td>
<td>Salt for city streets</td>
<td>13,116</td>
<td>19,735</td>
</tr>
</tbody>
</table>
A regular meeting of the Council for the City of Grosse Pointe Park was held on Monday, January 13, 2020, and opened with the Pledge of Allegiance to the Flag.

The following were present: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

Also, present: Nick Sizeland, City Manager, Jane M. Blahut, Finance Director/Clerk and Dennis J. Levasseur, City Attorney

MANAGER'S REPORT

City Manager Sizeland presented a report summarizing the work ongoing in the City.

- Dog Park
- Outreach event scheduled for 1-14-20 at the Cracked Egg at 8:00 AM
- Outreach event scheduled for 2-11-20 at the Tompkins Centers at 1:00 PM
- Completed interviewing for Assistant to the City Manager Position
- DTE Gas Main Replacement
- DPW Facility update
- Bus Turn Around update
- Website
- Smart Cone
- Stonyfield Grant
- Water Levels
- Mack Avenue resurfacing

MINUTES – DECEMBER 9, 2019

Mayor Denner presented to Council for consideration the minutes of December 9, 2019.

Councilmember Hodges stated the motion to return to open session was not included in the minutes.

Councilmember Fluitt stated the top paragraph, page 6 was duplicated.

Councilmember Read stated she provided that correction to the Clerk by email and noted the third paragraph the word hear should be heal.

Motion by Councilmember Robson, supported by Councilmember Hodges, to approve the minutes of December 9, 2019, with the corrections noted.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt and Mayor Denner

NAYS: None

RESOLUTION HONORING

Daniel E. Clark

Mayor Denner presented to Council for consideration adoption of a resolution honoring former Councilmember Daniel E. Clark.

The resolution reads as follows:
WHEREAS, Daniel E. Clark served on the City Council from 1987-1991, and 1993-2019, serving a total of 32 years;

WHEREAS, Daniel E. Clark is being recognized for his leadership, vision, and dedication and commitment to Grosse Pointe Park that has contributed to the betterment of the lives of the residents of Grosse Pointe Park;

WHEREAS, Daniel E. Clark has been a Grosse Pointe Park resident for 42 years, whereby he and his wife Susan raised four children;

WHEREAS, Daniel E. Clark is an active member of St. Ambrose Parish;

WHEREAS, Daniel E. Clark was employed as a Manager for the United States Government Social Security Administration;

WHEREAS, Daniel E. Clark served as Mayor Pro-Tern, Chairman of the Ordinance Review Committee, Chairman of the Personnel Review Committee, Council representative on the Planning Commission and Detroit’s East Side Community Network;

WHEREAS, Daniel E. Clark had served as a Councilman for Finance, Beautification Commission Member, TIFA Board Member serving as secretary, and Chairman of TIFA Committee on Lighting;

WHEREAS, Daniel E. Clark was instrumental in the development of the City Hall building improvements, the construction of a separate stormwater system, the first recycling system in the Pointes, the development of Pemberton and Jefferson office construction, development of the Lakepointe Jefferson condominiums, the Kercheval, Charlevoix, and Mack Avenue business district developments, Jefferson Avenue islands, the many parks and recreation programs, as well as the Splash Pad at Patterson Park, and removal of the floodplain designation; and supporting the public safety millage and road millage, and the bond for infrastructure construction at City Hall and Public Safety;

WHEREAS, Daniel E. Clark was instrumental in supporting the Grosse Pointe Park Foundation for its many projects that offered amenities to the residents of Grosse Pointe Park. Improvements at Windmill Pointe Park including the Lavin’s Center, the Meade Fitness Center, the Okulski Theatre, Golden Family Gymnasium, the Tompkins Center, the wading pool, the Carol C. Schaap Theatre, the McKeever Lounge, the fountain and the zero-depth children’s pool, the expansion of the gate house and parking facilities, and most recently the Atrium. Improvements at Patterson Park include the Playscape, the Lindell Lodge, the Hutton Reflective Ice Pond, the George Helm Boardwalk, the Denner Fireplace, and the putting/chipping facility,

RESOLVED, That the Mayor and members of the City Council of the City of Grosse Pointe Park join in acknowledging Daniel E. Clark for his years of dedicated service to the residents of Grosse Pointe Park as Councilmember for the City of Grosse Pointe Park.

Mayor Denner and members of City Council expressed their gratitude to Daniel E. Clark for his dedicated service to the City of Grosse Pointe Park.

Motion by Mayor Denner, supported by Councilmember Robson, to adopt the resolution honoring Daniel E. Clark for his dedicated years of service to the City of Grosse Pointe Park.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

NAYS: None
Daniel E. Clark expressed his gratitude to Mayor Denner, members of City Council and administration for their part in the accomplishments made throughout the City.

RESOLUTION HONORING
JOHN E. CHOUINARD

Mayor Denner presented to Council for consideration the resolution honoring John E. Chouinard for his dedicated service to the City of Grosse Pointe Park.

The resolution reads as follows:

WHEREAS, John E. Chouinard served on the City Council from 2015-2019;

WHEREAS, John E. Chouinard has been a Grosse Pointe Park resident for 44 years, with his wife Sharon where they raised their five children;

WHEREAS, John E. Chouinard was an employee of Mass Mutual Life Insurance for 41 years and was licensed as a Financial Planner in 1990;

WHEREAS, John E. Chouinard is being recognized for his leadership, vision, dedication and commitment to Grosse Pointe Park that has contributed to the betterment of the lives of the residents of Grosse Pointe Park;

WHEREAS, John E. Chouinard was involved in the development of the Kercheval, Charlevoix, and Mack Avenue Business District Improvements, supporting the public safety millage and road millage, and the bond construction for improvements to infrastructure at the City Hall and Public Safety Buildings;

WHEREAS, John E. Chouinard served on the Recreation Commission and was active in the plans for the proposed dog park, and implementing pickle ball;

WHEREAS, John E. Chouinard supported the Grosse Pointe Park Foundation for the many contributions made to the City of Grosse Pointe Park allowing for the placement of the Carol C. Schaap Theater, and the Atrium at the Tompkins Center;

RESOLVED, that the Mayor and members of City Council of the City of Grosse Pointe Park join in acknowledging John E. Chouinard for his years of dedicated service to the residents of Grosse Pointe Park as Councilmember for the City of Grosse Pointe Park.

Mayor Denner and members of City Council expressed their gratitude to John E. Chouinard for his dedicated years of service to the City of Grosse Pointe Park.

Motion by Mayor Denner, supported by Councilmember Robson, to adopt the resolution honoring John E. Chouinard for his dedicated years of service to the City of Grosse Pointe Park.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

NAYS: None

John E. Chouinard thanked the Council.
RESOLUTION HONORING
BARBARA DETWILER

Mayor Denner presented to Council for consideration adoption of a resolution honoring Barbara Detwiler for her dedicated years of service.

The resolution reads as follows:

WHEREAS, Barbara Detwiler served on the City Council from March, 2015 – November, 2019;

WHEREAS, Barbara Detwiler has been a Grosse Pointe Park resident for 27 years, with her husband Fred where they raised two children;

WHEREAS, Barbara Detwiler is the owner of a CPA Firm;

WHEREAS, Barbara Detwiler is being recognized for her leadership, vision, dedication and commitment to Grosse Pointe Park that has contributed to the betterment of the lives of the residents of Grosse Pointe Park;

WHEREAS, Barbara Detwiler was involved in the development of the Kercheval, Charlevoix, and Mack Avenue Business District Improvements, supporting the Public Safety Millage and Road Millage, and the bond for the infrastructure construction improvements to City Hall and Public Safety Buildings and the proposed dog park

WHEREAS, Barbara Detwiler served as the Councilmember for Finance and provided stewardship resulting in balanced budgets and an increased fund balance which improved the City’s financial position, the Communication Committee whereby she spearheaded the implementation of the new City Website, and served on the Real Estate Development Committee;

WHEREAS, Barbara Detwiler has been a Trustee of the Grosse Pointe Park Foundation since 2008. Barbara served as Vice-President in 2012 and President from 2013 through 2015, and she has been the Treasurer since 2014. The many projects that were completed while serving on the Foundation Board included the Fountain and Zero Depth Pool at Windmill Pointe Park, the Putting/Chipping Green at Patterson Park, the Gatehouse at Patterson Park, the lighting on Kercheval, the Carol C. Schaap Theatre, and the Atrium at the Tompkins Center;

RESOLVED, that the Mayor and members of City Council of the City of Grosse Pointe Park join in acknowledging Barbara Detwiler for her years of dedicated service to the residents of Grosse Pointe Park as Councilmember for the City of Grosse Pointe Park for 4-1/2 years.

Mayor Denner and members of City Council expressed their gratitude to Barbara Detwiler for her dedicated years of service to the City of Grosse Pointe Park.

Motion by Mayor Denner, supported by Councilmember Robson, to adopt the resolution honoring Barbara Detwiler for her dedicated years of service to the City of Grosse Pointe Park.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluit, and Mayor Denner

NAYS: None

Barbara Detwiler thanked the Council.

663 PEMBERTON – VARIANCE
Mayor Denner presented to Council for consideration, acting as the Zoning Board of Appeals, a request by Mr. De Mattio of 663 Pemberton for a variance Sec. 27-23 of the Zoning Ordinance which prohibits private pools/jacuzzi tubs in the side yard.

City Manager Sizeland stated the two immediate neighbors are in favor of the request and there were no letters of opposition.

Motion by Councilmember Grano, supported by Councilmember Robson, to grant the variance request by Mr. De Mattio of 663 Pemberton for a variance to Sec. 27-23 of the Zoning Ordinance for a side yard jacuzzi.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

NAYS: None

663 PEMBERTON – PERMIT FEE REFUND

Motion by Councilmember Robson, supported by Councilmember Relan, to refund Mr. De Mattio of 663 Pemberton the permit fee for the variance request for a side yard jacuzzi in the amount of $300.00.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

NAYS: None

PROPOSED ORDINANCE NO. 214

Mayor Denner presented to Council for consideration an ordinance to amend the code of the City of Grosse Pointe Park by revising and amending chapter two, article III, of the city code of the City of Grosse Pointe Park to add div. 6 – Beautification Commission.

Mayor Denner stated the ordinance would provide for fourteen members consisting of twelve commissioners, the city forester and a member of Council. The terms would be staggered and the Commission would meet a minimum of six times per year.

The proposed ordinance reads as follows:

Ordinance No. 214

City of Grosse Pointe Park

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF GROSSE POINTE PARK BY REVISIING AND AMENDING CHAPTER TWO, ARTICLE III, OF THE CODE OF THE CITY OF GROSSE POINTE PARK TO ADD DIV. 6 – BEAUTIFICATION COMMISSION

THE CITY OF GROSSE POINTE PARK ORDAINS:

Section I. The City of Grosse Pointe Park Code of Ordinances, Chapter 2, Article III, is amended to add Division 6 as follows:

Beautification Commission.
(1) **Intent.** The Beautification Commission is to consider, report and recommend to the City Council, from time to time, on matters concerning beautification and aesthetic concerns as well as to promote and coordinate beautification efforts within the City of Grosse Pointe Park. The Beautification Commission will only act as an advisory group, and does not have any regulatory authority. The creation of the Beautification Commission shall in no way be interpreted as diminishing the role, responsibilities, or charge of any currently existing board, commission, task force, or committee including, but not limited to, the Planning Commission.

(2) **General.**

(a) The Beautification Commission shall consist of no fewer than fourteen (14) members. One (1) member shall be a member of the City Council appointed by the Mayor subject to approval by a majority vote of the City Council. A City Councilmember shall cease to be a member of the Beautification Commission if she/he ceases to be a member of the City Council. Twelve (12) members shall be residents of the City appointed by the Mayor subject to approval by a majority vote of the City Council. A resident member shall cease to be a member of the Beautification Commission if she/he ceases to be a resident of the City. One (1) member shall be a member of the City Administration selected by the Mayor. The terms of the resident members shall be staggered so that 1/3 expire each year. Beginning with January 2020, four (4) resident members shall be appointed for an initial term of one (1) year to expire in January 2021; four (4) resident members shall be appointed for an initial term of two (2) years to expire in January 2022; and four (4) resident members shall be appointed for an initial term of three (3) years to expire on January 2023. Thereafter, such resident members shall serve for three (3) year terms.

(b) Resident members must demonstrate a genuine interest in beautification activities of the Beautification Commission. Resident members must be a resident of the City of Grosse Pointe Park for two (2) years or more prior to the day of his/her appointment.

(c) The Beautification Commission shall appoint, from among the resident members of the Beautification Commission, a Chairperson, a Vice-Chairperson, and a Secretary. The Chairperson, or in his/her absence, the Vice-Chairperson, shall preside at all meetings. The Secretary shall record true and accurate minutes of each meeting and file the same with the City Clerk within the time as provided by law.

(d) Regular meetings of the Beautification Commission shall be held at least six times a year and be open to the public. Special meetings may be called by the Chairperson. The Beautification Commission shall determine its rules and order of business for the conduct of its meetings, provided that a majority of the members present of the Beautification Commission shall constitute a quorum for the transaction of business at all meetings.

(3) **Powers and Duties.** The Beautification Commission shall have the following powers and duties:

(a) To advise and make recommendations to the City Council and City Manager on matters concerning beautification and aesthetic concerns as well as to promote and conduct beautification efforts within the City of Grosse Pointe Park.

(b) To work collaboratively with other city commissions and committees which have responsibilities for specific issues.

(c) To hold public hearings on beautification programs and facilities issues and concerns.
(d) To meet with and advise the City Manager and any other city personnel involved in beautification matters.

(e) To create subcommittees and working groups to help conduct the work of the Beautification Commission, provided that a member of the Beautification Commission chairs each such committee and working group.

(f) To have all other powers and duties granted by the City Council by resolution.

Motion by Mayor Denner, supported by Councilmember Relan, to adopt Ordinance No. 214, an ordinance to amend the Code of the City of Grosse Pointe Park by revising and amending Chapter 2, Article III, of the Code of the City of Grosse Pointe Park to add Div. 6 – Beautification Commission.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Denner

NAYS: None

BEAUTIFICATION RE-APPOINTMENTS

Mayor Denner presented to Council for consideration the re-appointments to the Beautification Commission with staggered terms.

The appointments are as follows:

1 Year Term
Anne Billiu
Bradley C. Etheridge
Armen Gulian
Jennifer Munson

2 Year Term
Laura S. Orme
Dee Cimini
Pat Deck
Barbara Miller

3 Year Term
Kimberly Clexton
Lisa Kyle
Shellie Hansen
Alicia D. Klein

Motion by Mayor Denner, supported by Councilmember Read, to re-appoint the Beautification Commissioners with staggered terms.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

NAYS: None

MERS – RETIREE HEALTH FUNDING VEHICLE (RHVF)
Mayor Denner presented to Council for consideration adoption of a resolution creating a Government Trust Fund under Section 115 of the Internal Revenue Code for the purpose of funding the OPEB – Other Post Employment Benefits, retiree health care.

The resolution reads as follows:

WHEREAS, Section 36(2)(a) of the Municipal Employees' Retirement Act ("MERA"), 1984 PA 427, MCL 38.1536(2)(a), and Section 71(2)(a) of the MERS Plan Document, authorized the Municipal Employees' Retirement Board ("Board") to establish additional programs;

WHEREAS, the Board has authorized MERS' establishment of a retiree health funding vehicle ("RHFV"), which a participating municipality or court, or another eligible public employer that constitutes a "municipality" under Section 2(23) of the Municipal Employees' Retirement System ("MERS") Plan Document and Section 2b(2) of MERA, MCL 38.1502b(2) ("Eligible Employer"), may adopt.

WHEREAS, the Board has established a governmental trust ("Trust Fund") under Section 115 of the Internal Revenue Code ("IRC") to hold the assets of the RHFV, which Trust Fund shall be administered under the discretion of the Board as fiduciary, directly by (or through a combination of) MERS or MERS duly-appointed Program Administrator (as defined in the MERS RHFV Plan Document), and is tax-exempt under Section 115 as confirmed by MERS' Private Letter Ruling from the Internal Revenue Service dated January 13, 2004;

WHEREAS, the Public Employee Health Care Fund Investment Act, 1999 PA 149, MCL 38.1211 et seq. ("PA 149") allows a public corporation to create a public employee health care fund, and provides for its administration, investment, and management, in order to accumulate funds to provide for the funding of health benefits for retirees and beneficiaries;

WHEREAS, a MERS RHFV health care trust fund created under PA 149 constitutes a governmental trust established by an Eligible Employer under IRC Section 115; provided that the PA 149 trust does not accept assets from any defined benefit health account established under IRC Section 401(h);

WHEREAS, the Board is the investment fiduciary of the Trust Fund under PA 149 and the Public Employee Retirement System Investment Act ("PERSIA"), 1965 PA 314, MCL 38.1132 et seq., and is responsible for the custody of assets in the Trust Fund, as well as the establishment and monitoring of the investment options that comprise the investment menu among which a participating Eligible Employer of the RHFV may select one or more for the investment of its assets;

WHEREAS, each participating Eligible Employer is also a fiduciary of the assets in the RHFV under PA 149, and is responsible for the allocation of its assets by use of the investment options offered within the RHFV investment menu, establishment of an investment policy for its RHFV assets, and compliance with PERSIA.

WHEREAS, adoption of this MERS Retiree Health Funding Vehicle Uniform Resolution ("Uniform Resolution") by the Eligible Employer is necessary and required in order that the benefits available under the RHFV may be extended to the Eligible Employer; and

WHEREAS, this Uniform Resolution has been approved by the Board under the authority of Section 36(2)(a) of MERA and Section 71(2)(a) of the MERS Plan Document. The RHFV shall not be implemented with respect to any Eligible Employer unless in strict compliance with the terms and conditions of this Uniform Resolution, the RHFV Plan Document, and Trust Agreement.
NOW, THEREFORE, BE IT RESOLVED that the governing body adopts the MERS Retiree Health Funding Vehicle as provided below, with an effective date of: 01/01/2020 (MM/DD/YYYY) for the following covered employees: Eligible retirees hired before March 1, 2014 (List covered employee groups).

I. MERS RETIREE HEALTH FUNDING VEHICLE

CONTRIBUTIONS shall be made only by the Eligible Employer, remitted to MERS by the Eligible Employer, and credited to the Eligible Employer’s account as a bookkeeping entry within the Trust Fund for the RHFV. As this RHFV account is funded solely by the Eligible Employer on a cash or actuarial basis as determined by the Eligible Employer, there is no requirement for an agreement establishing the schedule of contributions. Amounts in an Eligible Employer’s RHFV account shall be used to provide or subsidize the provision of health insurance for eligible retirees or their beneficiaries, to provide health benefits as defined by IRC Section 213 and are excludable from income under IRC Sections 105 and 106 as amended from time to time.

INVESTMENT of funds accumulated and held in the Trust Fund shall be held in a separate reserve and invested on a pooled basis by MERS subject to PERSIA, as provided by Section 76 of the MERS Plan Document, Section 39 of MERA, MCL 38.1539, and PA 149. However, each participating Eligible Employer shall be responsible for the asset allocation of its assets within the RHFV investment menu, in accordance with PERSIA as required by PA 149.

THE ELIGIBLE EMPLOYER shall abide by the terms of the RHFV, including the MERS RHFV Plan Document, RHFV Trust Agreement, all investment, administration, and service agreements, and all applicable provisions of the IRC, PERSIA, PA 149 and other law. It is affirmed that no assets from any defined benefit health account established under IRC Section 401(h) shall be transferred to, or accepted by MERS.

DISTRIBUTIONS In order to receive a distribution for allowable expenses, an Eligible Employer must complete the applicable form approved by MERS. The Program Administrator shall establish any procedures necessary to process distribution requests and transfer funds within the period set by the Program Administrator.

II. IMPLEMENTATION DIRECTIONS

(A) The governing body of the Eligible Employer desires that all assets placed in its RHFV account (as a sub-fund of the pooled Trust Fund) be administered by MERS with respect to maintaining appropriate custody of the assets, and the establishment and monitoring of investment options included in the RHFV investment menu among which options the governing body may select one or more to invest its assets, and shall do so in compliance with PERSIA, PA 149, all applicable provisions of the IRC and other relevant law.

(B) The RHFV is designed as an IRC Section 115 and PA 149 compliant trust. All assumptions, including the rate of investment return used in any OPEB valuation, are the responsibility of the Eligible Employer. The Eligible Employer acknowledges and affirms its fiduciary responsibility for selecting the investment allocation for its RHFV assets from the options in MERS’ RHFV investment menu, and its obligation to comply with all applicable provisions of PERSIA as a co-fiduciary of its RHFV account.

(C) All allocations must use a whole percentage, and the total percentage of allocated assets must equal 100%.
(D) The Eligible Employer makes the following initial investment allocation election from MERS' RHFV investment menu:

<table>
<thead>
<tr>
<th>Portfolios Built for You (Stocks/Bonds)</th>
<th>Funds to Build Your Own Portfolio</th>
</tr>
</thead>
<tbody>
<tr>
<td>MERS Total Market Portfolio</td>
<td>Large Cap Stock Index</td>
</tr>
<tr>
<td>MERS Global Stock Portfolio (100/0)</td>
<td>Mid Cap Stock Index</td>
</tr>
<tr>
<td>MERS Capital Appreciation Portfolio (80/20)</td>
<td>Small Cap Stock Index</td>
</tr>
<tr>
<td>MERS Established Market Portfolio (60/40)</td>
<td>International Stock Index</td>
</tr>
<tr>
<td>MERS Balanced Income Portfolio (40/60)</td>
<td>Emerging Market Stock</td>
</tr>
<tr>
<td>MERS Capital Preservation Portfolio (20/80)</td>
<td>Short-Term Income</td>
</tr>
<tr>
<td>MERS Diversified Bond Portfolio (0/100)</td>
<td></td>
</tr>
</tbody>
</table>

Please refer to the Fund Summary Sheets for information regarding each investment option, including potential redemption fees, and restrictions (www.mersofmich.com).

(E) Changes in the investment option(s) selected or allocations made in paragraph (D) may be made by the Eligible Employer in writing using the form approved and provided by MERS and submitted to the RHFV Program Administrator or online via the Eligible Employer's online RHFV account. The Eligible Employer chooses the following method to change its investment option(s) and/or allocation (choose only 1):

- Fund election changes will be made by submitting a completed RHFV Investment Change Form (RH-602) and supporting certified minutes identifying governing body approval.
- The employer will designate the RHFV Investment Contact in the manner required by MERS to make ongoing fund election changes through the online RHFV account.

(F) All monies in the RHFV Trust Fund (and any earnings thereon, positive or negative) shall be held and invested for the sole purpose of paying health care benefits for the exclusive benefit of Eligible Employees who shall constitute “qualified persons” who have retired or separated from employment with the Eligible Employer or their beneficiaries, and for any administration expenses. RHFV Trust Fund monies shall not be used for any other purpose and shall not be distributed to the State.

(G) Participation in and any coverage under the RHFV shall not constitute nor be construed to constitute an “accrued financial benefit” under Article 9, Section 24 of the Michigan Constitution of 1963, nor shall any contribution method for Eligible Employer funding other than “pay as you go” cash funding be required or imposed, and all benefits, rights, and obligations conferred by or arising under the RHFV shall be as provided under this Uniform Resolution and the RHFV Plan Document.

(H) The Eligible Employer will determine who constitutes an “Eligible Employee” to receive retiree health care benefits subsidized under its RHFV account. The Eligible Employer will provide proof of liability for retiree health care benefits by way of the collective bargaining agreement and/or personnel policy, OPEB valuation, or most recent and active contract with its health insurer.
(I) The Eligible Employer designates in writing an employer contact person who may request distributions of fund monies for the benefit of the Eligible Employees; makes investment allocations of the Eligible Employer's assets within the RHFV investment menu to the extent authorized in paragraph (D); receive necessary reports, notices, etc. using the MERS Contact Form and this document.

(J) The Eligible Employer acknowledges its responsibility to create and comply with an investment policy with respect to its RHFV account assets, as required by PA 149.

(K) It is expressly agreed and understood as an integral and nonseverable part of, extension or continuation of coverage under this Uniform Resolution Adopting MERS Retiree Health Funding Vehicle, that Section 43 of the MERS Plan Document regarding collective bargaining agreements shall not apply to this Uniform Resolution, the RHFV Plan Document, the Trust Agreement, or any administration or interpretation.

(L) In the event any alteration of the language, terms or conditions stated in this Uniform Resolution is made or occurs under Section 43 of the MERS Plan Document, other plan provision or other law, it is expressly recognized that MERS and the Board, as fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty to administer (or to have administered) the RHFV or its Trust Fund, or to continue administration.

III. PLAN TERMINATION
Plan Termination may occur for any of the following reasons provided for in the RHFV Plan Document: Automatic Termination, Plan Asset Transfer, or Satisfaction of RHFV Liabilities. The Program Administrator shall determine what documentation is necessary to demonstrate termination of any of the above circumstances. After receipt of such documentation, and approval of the termination, the Program Administrator shall supply the Eligible Employer with the necessary forms to complete the termination.

IV. EFFECTIVE DATE OF THIS RHFV UNIFORM RESOLUTION
This Uniform Resolution shall have no legal effect until an executed copy is filed with MERS, and MERS determines that all necessary requirements under Section 71 of the MERS Plan Document, PA 149, this Uniform Resolution, and other relevant laws, have been met. Upon MERS' determination that all necessary documents have been completed (if necessary) and submitted, MERS shall execute this Uniform Resolution and return a copy to the Eligible Employer's designated contact person.

In the event an amendatory resolution or other action by the Eligible Employer is required by MERS, such resolution or action may be deemed effective as of the date of this Uniform Resolution or such action, if agreed to in writing by all of the parties, including, the Program Administrator, if necessary. Section 86 of the MERS Plan Document shall apply to this Uniform Resolution and all acts performed under MERS' authority. The terms and conditions of this Uniform Resolution supersede any prior resolution, and its terms are controlling on the parties.
This MERS Retiree Health Funding Vehicle Uniform Resolution is hereby adopted and approved on the 13th day of 2020

By the governing body of
City of Grosse Pointe Park

Motion by Councilmember Hodges, supported by Councilmember Read, to adopt the resolution authorizing the City of Grosse Pointe Park to establish a governmental trust under Section 115 of the Internal Revenue Code to hold the assets of the RHFV.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

NAYS: None

City Manager Sizeland stated $50,000 will be deposited to establish the account. This item will have to be a budget amendment and going forward will dedicate $50,000 annually to be deposited in the Trust 115 for the purpose of Other Post-Employment Benefits.

MERS RESOLUTION AUTHORIZING SIGNATURES ON THE TRUST 115 ACCOUNT

Mayor Denner presented to Council for consideration a resolution authorizing the City Manager and Finance Director as signatories on the Trust 115 account established for the purpose of dedicating funds for OPEB costs.

The resolution reads as follows:

WHEREAS, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

WHEREAS, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS’ contracts relating to the adoption, amendment and termination of MERS’ products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

WHEREAS, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby Authorized Officials that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer’s participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. City Manager

Optional additional job positions:
2. Finance Director

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on January 13th, 2020

Authorized signature (must be currently in a position named above):

Name: Nick Sizeland
Title: City Manager

Witness signature:
Witness name: Jane Blahut
Witness title: Finance Director
Motion by Mayor Denner, supported by Councilmember Hodges, to authorize the City Manager, Nick Sizeland, and Finance Director, Jane M. Blahut, as signatories on the Trust 115 documents for OPEB costs.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

NAYS: None

RECYCLE RATES

Mayor Denner presented to Council for consideration increasing the recycling rates. An extended contract was authorized by the City Managers of the Grosse Pointe Communities for recycling to continue. This spring the contract will be let out for bid and if the bids received are less than the current rates billed, the fee will be adjusted at that time.

The resolution reads as follows:

WHEREAS, the current recycling fee is $4.64 per household, and

WHEREAS, the City of Grosse Pointe, Grosse Pointe Shores, Grosse Pointe Farms, and Grosse Pointe Park participate in a joint recycling contract, and

WHEREAS, Grosse Pointe Farms administers the contract and will be seeking new competitive bids for the communities this spring, and

WHEREAS, the City of Grosse Pointe Park received an additional billing for increased service charges through Green for Life for the fiscal year, and

WHEREAS, these fees will be required to be assessed to the homeowners, and such rates will be reviewed and possibly reduced depending on bid outcome for fiscal year 2021, and

WHEREAS, the monthly fee provided by Green for Life is $3.99 or $7.98 bi-monthly, and

NOW, THEREFORE, BE IT RESOLVED, Mayor Denner and Councilmembers authorize the increase of recycling service fees effective March 1, 2020 of $8.71 to be collected on a bi-monthly bill to continue recycling services

Motion by Mayor Denner, supported by Councilmember Robson, to approve the recycling rate of $8.71 to go into effect immediately.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner

NAYS: None

Councilmember Robson excused himself from the meeting.
MASTER PLAN

Mayor Denner presented to Council for consideration the draft Master Plan. He noted at the last Planning Commission meeting, it was voted unanimously to submit the draft Master Plan to Council. Once Council adopts the draft, it would be sent to the neighboring communities and those communities would have 63 days to respond. It would then go back to the Planning Commission for their approval and presented to Council for final approval.

Councilmember Relan stated the Master Plan requires more work to be done, noting there is room for improvement.

Councilmember Read stated she has received comments from residents recommending the process be slowed down. Once this plan is adopted the City would be locked in for a period of five years.

Councilmember Fluitt stated she has received comments from residents who work in this field stating more work needs to be done. She recommended a certified consultant be hired to granulize the details with a professional evaluation.

Mayor Denner stated resident Malik Goodwin is a certified urban planner and he serves on the Planning Commission and was heavily involved in the Master Plan.

Councilmember Hodges concurred with the other Councilmembers that more data and research need to be acquired. She recommended a professional consultant be hired and directed the administration to come up with a feasible plan and cost.

Planning Commission member David Gaskin stated a lot of work and time has been put into this plan. He noted Grosse Pointe Park is a community that is basically 100% developed. The city is 90% residential and that is not going to change the Master Plan.

Councilmember Read recommended a review of the neighboring communities process should be considered and more time provided to develop a Master Plan.

Motion by Mayor Denner, supported by Councilmember Grano, to adopt the draft Master Plan. The draft would then be forwarded to neighboring communities for a timeframe not to exceed 63 days for their response. It would then go back to the Planning Commission for approval and presented to Council for final approval.

AYES: Councilmember Grano, and Mayor Denner

NAYS: Councilmembers Relan, Read, Hodges, and Fluitt

Absent: Councilmember Robson

Motion by Councilmember Read, supported by Councilmember Fluitt, to request an extension from the State for submission of the Master Plan and direct the administration to obtain a professional consultant that includes planning proposals to assist in finalizing the Master Plan.

AYES: Councilmembers Grano, Relan, Read, Hodges, Robson, and Fluitt, and Mayor Denner
FINANCE REPORT – DECEMBER, 2019

Councilmember for Finance Hodges presented to Mayor Denner and Council for consideration the invoices exceeding $5,000 for the month of December, 2019 for approval as presented.

The invoices are as follows:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apollo Fire</td>
<td>Fire gear for new hires</td>
<td>$ 5,150</td>
</tr>
<tr>
<td>Bodman</td>
<td>Pros. Attorney &amp; retainer fee</td>
<td>$10,000</td>
</tr>
<tr>
<td>Build Safe</td>
<td>Building Inspector – November</td>
<td>$9,600</td>
</tr>
<tr>
<td>Bendzinski &amp; Co.</td>
<td>Consulting fees for bond (reimbursed)</td>
<td>$22,800</td>
</tr>
<tr>
<td>Compass Minerals</td>
<td>Salt for streets</td>
<td>$6,619</td>
</tr>
<tr>
<td>Great Lakes Water</td>
<td>Waste water – November</td>
<td>$151,000</td>
</tr>
<tr>
<td>Great Lakes Water</td>
<td>Water usage – October</td>
<td>$125,500</td>
</tr>
<tr>
<td>State of Michigan</td>
<td>Kercheval to Mack – Cadieux grant</td>
<td>$112,610</td>
</tr>
<tr>
<td>Green for Life</td>
<td>Recycling for November</td>
<td>$18,756</td>
</tr>
<tr>
<td>Green for Life</td>
<td>Rubbish for November</td>
<td>$36,848</td>
</tr>
<tr>
<td>GP Clinton Refuse</td>
<td>July-Oct. transfer fee</td>
<td>$38,872</td>
</tr>
<tr>
<td>Signature Ford</td>
<td>2020 Ford F250</td>
<td>$26,264</td>
</tr>
<tr>
<td>State of Michigan</td>
<td>Marina lease</td>
<td>$20,241</td>
</tr>
<tr>
<td>Green for Life</td>
<td>Recycle charge July-Oct.</td>
<td>$28,770</td>
</tr>
<tr>
<td>GP Clinton Refuse</td>
<td>Refuse disposal – October</td>
<td>$9,359</td>
</tr>
<tr>
<td>Premier Truck Sales</td>
<td>Truck rental for leaf pick up</td>
<td>$7,550</td>
</tr>
<tr>
<td>Green for Life</td>
<td>Recycling for December</td>
<td>$18,756</td>
</tr>
</tbody>
</table>

Motion by Councilmember Hodges, supported by Councilmember Read, to approve the invoices exceeding $5,000 for the month of December, 2019, for approval as presented in accordance with Section 2.249 of the Charter.

AYES: Councilmembers Grano, Relan, Read, Hodges, and Fluitt, and Mayor Denner

NAYS: None

Absent: Councilmember Robson

COMMITTEE MEETINGS

COMMUNICATIONS COMMITTEE:
Councilmember Read presented an overview of the Communications Committee meeting held on December 11, 2019. The committee discussed the timeline for the new website which was launched around the first of the year. Residents will be able to sign up for classes, make payments, submit concerns, and access city forms and documents online.
The committee discussed opportunities for community engagement, including the potential for a Public Safety Facebook page. The committee also encouraged administration to expand Nixle to include DPW alerts.

Administration will be working on a more detailed agenda, including a consent agenda as well as moving public comment on action items before a council vote. The City Manager will be working on presenting a revised agenda and making the packet available on the website.

The committee is also exploring livestreaming of meetings through the use of PEG fees in addition to other options.

PLANNING COMMISSION:
Councilmember Grano stated the topic of discussion was the proposed draft Master Plan

PUBLIC SERVICE COMMITTEE:
Councilmember Grano stated the Public Service Committee met on December 16, 2019. Topics of discussion were the following:
- DTE update
- Update on roads and plans going forward
- Infrastructure plans for the next five years, lead service lines, aging water and sewer plan

ORDINANCE REVIEW:
The Ordinance Review Committee is scheduled to meet January 27, 2020 at 6:00 PM

BEAUTIFICATION COMMISSION:
Councilmember Relan presented a brief overview of the Beautification Commission Meeting that was held on January 8, 2020. Topics of discussion were the following:
- 2020 meeting schedule will be on the city calendar online soon.
- 2019 Holiday awards will be mailed out shortly
- Next meeting is scheduled for February 5, 2020 at 7:30 PM in the Grosse Pointe Park Council Chambers at city hall

PUBLIC SAFETY COMMITTEE:
Councilmember Relan presented a brief overview of the Public Safety Committee meeting. Topics of discussion were the following:
- Update on staffing, 5 retirements, 5 new hires. Staffing still down by two, hiring is in the planning stages
- Training is ongoing for current staff and new hires
- Body cams are being replaced, coordinating with the other Grosse Pointe communities
- Community outreach, two CPR classes for the public are coming this spring. A new fire prevention program for schools, homes, and businesses is underway. Nixle protocols are being reviewed for better efficiency
- The annual Public Safety report will be presented in February
- Many yield signs and crosswalk updates have been undertaken
- SMART CONES on Kercheval and St. Paul are currently being installed
- Safe routes to schools are progressing and data is currently being collected. City Manager Sizeland and Director Poloni are working diligently in preparing for influx in traffic at Pierce and...
Defer this fall. Congestion is the biggest challenge. Public Safety Committee will convene in June to review plans and implementations.

SUSTAINABILITY COMMITTEE:
Councilmember Fluit presented a brief overview of the Sustainability Committee meeting held on January 8, 2020. The topics of discussion were the following:
- Discussed mission statement
- Draft ordinance to convert the Committee into a Commission
- Proposal to audit all city functions
- Implementing a website page dedicated to sustainability –
- Stoneyfield Grant - City applied for organic lawn care at Patterson Park
- The next two meetings are scheduled for February 6th and March 12th

PERSONNEL COMMITTEE:
Councilmember Robson presented a brief overview of the Personnel Committee held on January 8, 2020.
The topics of discussion were the following:
- Performance review for City Manager and Finance Director/Clerk at the March 9th meeting by the Council

SCHOOL AD HOC COMMITTEE:
City Attorney Levasseur presented a brief overview of the developments, namely that:
- The GPPSS Administration plan to utilize Trombley School, first floor, for an Early Childhood Development Center
- Phased approach – 3 to 4 rooms for three to four-year old children. As things progress, remaining five rooms at Trombley could be utilized for infants, one and two-year old children and a class for young fives.
- There has been $1,000,000 pledged/committed and $400,000 more is needed

Councilmember Read inquired if the School Board was going to spend the money that was geared for Trombly School. Would they be required to spend their money if the school is re-purposed?

NEW/OLD BUSINESS

Ordinance Draft:
Councilmember Fluit stated City Attorney Levasseur has prepared a draft ordinance to convert the Sustainability Committee into a Commission. Can this be voted on this evening?

Mayor Denner stated he wants the Ordinance to go through the proper channels of going to Ordinance Review Committee with a recommendation to City Council.

DDA VACANCY:
Councilmember Read stated there is a vacancy on the DDA Board.

Mayor Denner stated he is in the process of reviewing the applications received and will place on a future agenda.
AIR QUALITY RELATED TO NEW FCA PLANT
Councilmember Fluitt stated there was voluntary monitoring by FCA, however, there are no future meetings scheduled.

EASTSIDE COMMUNITY NETWORK:
Mayor Denner stated Malik Goodwin has attended those meetings and keeps the Council updated.

CHILLLY FEST:
Councilmember Relan stated the Charlie and the Chocolate Factory play is scheduled for the same day as the Chilly Fest at the park and encouraged everyone to attend both events.

JOE’S GARAGE UPDATE:
Mayor Denner stated Joe’s Garage is currently being utilized for storage. This building is owned by Urban Renewal Initiative Foundation. Once there is a new facility to move to, public works will transfer all of the items currently stored at Joe’s Garage to the new facility. The new building will be financed through the TIFA and will built as green as possible.

DPW FACILITY:
Councilmember Relan recommended posting the financing terms on the city website.

Mayor Denner stated architects are currently being interviewed.

PUBLIC COMMENT

ART CENTER/DPW BUILDING:
Resident of Lakepointe expressed concerns regarding the Art Center and the proposed DPW building.

Councilmember Fluitt stated the sign for the Art Center has been displayed and inquired when a meeting will be held to discuss the details of the Art Center.

Mayor Denner stated there have been organizational meetings. Public comment on this project will be before the Planning Commission. There will be plans presented to the Planning Commission by Urban Renewal Initiative Foundation.

Councilmember Relan inquired if there will be citizen input. The community needs to understand the plan.

Mayor Denner stated that citizen input will be at the Planning Commission.

Resident of Westchester expressed concern of the cost to taxpayers for the Art Center.

MASTER PLAN:
Resident of Nottingham thanked the Council and volunteers for their efforts dedicated to the Master Plan.

NIXLE:
Resident of Wayburn recommended utilizing Nixle for water main breaks.

**TIFA/DDA MEETING SCHEDULE:**
Resident of Pemberton expressed concern of the meeting times for TIFA and DDA.

Resident of Lakepointe expressed concern of the process for the proposed DPW building.

Mayor Denner stated the meeting times have been modified to evening hours. The TIFA is in the process of amending their Master Plan and it will come before Council for approval.

**FACEBOOK:**
Resident of Middlesex expressed concern of the Facebook responses he received from the City Attorney.

With no further business, motion by Mayor Denner, supported by Councilmember Read, to adjourn the meeting at 10:30 PM.