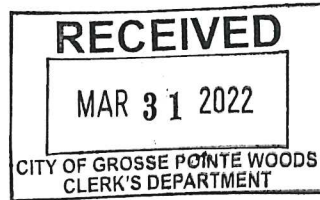


Committee Approved 3/9/22



COMMUNITY EVENTS COMMITTEE
March 9, 2022

MINUTES OF THE COMMUNITY EVENTS COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY MARCH 9, 2022 AT THE GROSSE POINTE WOODS – CONFERENCE ROOM, 20025 MACK, and GROSSE POINTE WOODS, MICHIGAN.

Members Present: Chair Mayor Arthur Bryant, Chris Fenton, Bruce Smith, Frank Schulte

Members Absent: Al Fincham, Vicki Granger, Todd McConaghy, Grosse Pointe Chamber of Commerce Representative

Also in attendance: Susan Como (Recording Secretary)
Margaret Potter, (Resident: 1834 Allard)

The Chair called the meeting to order at 5:36 p.m.

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

Motion passed by the following vote:

Yes: Bryant, Fenton, Smith, Schulte

No: None

Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

The first item discussed was the **2021 Ending Balance Sheet**.

Motion by Fenton, seconded by Smith, to receive and place on file the 2021 Ending Balance Sheet as presented.

Motion passed by the following vote:

Yes: Bryant, Fenton, Smith, Schulte

No: None

Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

Next item discussed was the **2022 Proposed Budget**.

Motion by Schulte, seconded by Smith, to accept the 2022 Proposed Budget as presented and recommend to City Council to transfer the sum of \$4,205.64 from the Community Events Committee Account #205-870-820.130 to the city's General Fund to cover the overtime wages incurred from employees working the 2021 events.



Motion passed by the following vote:

Yes: Bryant, Fenton, Smith, Schulte

No: None

Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

The next item discussed was the **Sponsors**.

The following 2021 sponsors would be contacted for 2022 sponsorship:

| COMPANY NAME | CONTACT |
|---|----------------|
| A.H. Peters Funeral Home | Granger |
| Anderson, Eckstein & Westrick, Inc. | Schulte |
| Ascension/St. John Hospital (Exclusive) | Bryant |
| Dan Curis (Big Boys/Champs) | Smith |
| Comerica Bank | Schulte |
| Edwin Paul Salon | Schulte |
| Edmund t. Ahee Jewelry Company | Granger |
| Grosse Pointe Chamber of Commerce | Bryant |
| Grosse Pointe Woods Foundation | Granger |
| Kitch Drutchas Wagner Valitutti & Sherbrook | Granger |
| Lucido Real Estate | McConaghy |
| Mr. C's Car Wash | Granger |
| Plante Moran, PLCC | Schulte |
| Pointe Alarm, LLC | Schulte |
| Rosati, Schultz, Joppich & Amtsbuechler, P.C. | Schulte |
| University Liggett School | Fenton |
| Wayne County Community College District | Granger |
| York, Dolan & Tomlinson, P.C. | Schulte |

Additional companies to be contacted for sponsorship:

| COMPANY NAME | CONTACT |
|---------------------------|----------------|
| Arbor Pro | Schulte |
| Avenue in the Woods | Bryant |
| Churchill's Grosse Pointe | Smith |
| DTE | Schulte |
| Keller Thoma, P.C. | Schulte |
| Kitty's Doctor | Como |
| Licavoli's Market | Granger |
| Marshall Landscape Inc. | Fenton |
| Ray Laethem Buick GMC | Smith |
| Woods Fine Wine | McConaghy |



Next item discussed was **Entertainment** at the events.

Motion by Smith, seconded by Fenton to recommend to City Council to enter into contract with the following bands: Sonic Freeway (September 17th Fall Fest); Buggs Beddow and the Good Stuff (August 26th Music on the Lawn); Detroit Social Club (July 29th Music on the Lawn). Recording Secretary Como to select the entertainment for the June 24th Music on the Lawn event.

Motion passed by the following vote:

Yes: Bryant, Fenton, Smith, Schulte

No: None

Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

Food Vendors were discussed next. Recording Secretary Como was requested to contact National Coney Island to see if they are available to bring their food truck to one of the Music on the Lawn events. There was consensus of the committee to have Walking Taco at the other two Music on the Lawn events.

There was consensus of the committee to continue with having the city provide hotdogs, chips, pop and water at Fall Fest. Also, discussion was held about potentially having ice cream and/or an ice cream truck at the Fall Fest event.

Motion by Fenton, Seconded by Smith, to immediately certify the minutes of the March 9, 2022 Community Events Committee.

Motion passed by the following vote:

Yes: Bryant, Fenton, Smith, Schulte

No: None

Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

Motion by Smith, seconded by Fenton, to adjourn the meeting at 6:23 p.m. Passed Unanimously.

Respectfully Submitted,

Susan Como
Recording Secretary

CONTRACT FOR PERFORMANCE

Date of document: March 11, 2022

Contact/Contractor/Phone/Email: **Frank Schulte**

City Administrator

(313) 343-2445: Susan Como

fschulte@gpwmi.us

Band Representative/Phone/Email: **Arthur Littsey**

(313) 369-1710

littsey.arthur@sbcglobal.net

Performance date: **Friday, July 29, 2022**

Performers: **Detroit Social Club Blues Band**

Performance location: **Grosse Pointe Woods “Music on the Lawn” Summer Concert Series.**

Venue: **City Hall Front Lawn**

Set Up Time: **4:00 – 6:30**

Performance time: **7:00 p.m. – 10:00 p.m.** w/2 band breaks @ 15 minutes

Compensation: **\$950** Payment to be made prior to performance.

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- Band will provide sound system and lights (if needed)
- Contractor will provide adequate power supply.

Weather Clause:

Should the performance be delayed, postponed or canceled due to inclement weather, the band must be notified by 2:00p.m. on the day of the show and at that point will only expect to receive 50% of the agreed upon compensation. Should the event/performance be canceled after 2:00p.m. due to inclement weather, the band shall receive 100% of the agreed upon compensation.

Agreed to by:

Contractor _____ Date _____

Band _____ Date _____

Approved for Signature

Debra A. Walling
City Attorney

Date: _____

BAND ENGAGEMENT CONTRACT

This Agreement defines Entertainment Services to be provided by Doug Hamborsky as representative for the band 'Bugs Beddow and the Good Stuff', hereinafter referred to as "The Band", to the purchaser, The City of Grosse Pointe Woods, hereinafter referred to as "The Client", for a specific engagement. The Client hereby engages The Band to perform the services as defined by all Terms and Conditions described herein. Specific information regarding this Agreement are as follows:

A. ENGAGEMENT

A1. Description GPW Music On The Lawn
A2. Location/Address/Room/Etc. CITY HALL FRONT LAWN – GROSSE POINTE WOODS
A3. Day(s)/Date(s) Friday, August 26, 2022 A4. Time: From 7:00pm to 10:00pm (3.00) Hours
A5. Contact Person(s) Sue Como

B. SERVICES PROVIDED

B1. The Band – 5 Piece – LIVE MUSICAL PERFORMANCE
B2. Other Services: BACKGROUND MUSIC PROVIDED - WIRELESS MIC AVAILABLE FOR ANNOUNCEMENTS.

C. PRICE

C1. ONE THOUSAND FIVE HUNDRED & 00/100 dollars (\$ 1,500.00)

D. PAYMENT

D1. Deposit Amount \$ 0.00 D2. Due by (date) N/A
D3. Balance due on the date of the engagement or as otherwise arranged: Full Amount: (\$ 1,500.00)

E. GENERAL TERMS & CONDITIONS

1. Performance times will be: 3 x 50 minute sets with 2 x 15 minute breaks. Total of 2.5 hours of music, .5 hours of total break time..
3. Background music shall be provided between live performance sets.
4. The CLIENT will provide suitable performing stage area with appropriate electrical power.
5. This agreement shall not be binding until signed by both parties.
6. The Band shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing artists hereunder, and The Band shall have the sole right to designate and change at any time the performing personnel. The Band's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, and act or order of any public authority or any other cause, similar or dissimilar, beyond The Band control.

F. ADDITIONAL TERMS & CONDITIONS

Cancellation Terms:

1. If the engagement becomes cancelled before July 1, 2022, there will be zero amount due to The Band.
2. If the engagement becomes cancelled after July 1, 2022 and up August 25, the amount due to The Band will be \$750.00 (50%).
3. If the engagement becomes cancelled after August 25, 2022 the full amount (\$1,500.00) will be due to the band.

It is hereby confirmed that the parties involved have completely read and do fully understand and agree with all information, terms and conditions presented herein or as attached.

Client Representative Name (print) _____

Street _____

City _____ State _____ Zip _____

Phone _____ Email _____

X _____

Signature _____ Date _____

Douglas Hamborsky

The Band Representative – Bugs Beddow and the Good Stuff
19982 E. Clairview Ct.

Street _____

Grosse Pointe Woods MI 48236

City _____ State _____ Zip _____

313-282-6432 hamgroup2@gmail.com

Phone _____ Email _____

X [Signature] March 30, 2022

Signature _____ Date _____

Approved for Signature

Debra A. Walling
City Attorney

Date: _____

Live Performance Agreement Sonic Freeway, 248-763-4956

THIS PERFORMANCE AGREEMENT is made and entered into as of April 4, 2022, by and between the City of Grosse Pointe Woods, whose business address is 20025 Mack Ave, Grosse Pointe Woods ("Purchaser") and Sonic Freeway, LLC, a Michigan Limited Liability Company ("Musician"), whose business address is 1111 Congress Dr., Troy, MI 48085.

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Musician agree as follows:

1) ENGAGEMENT. The Purchaser hereby engages Musician to render a musical performance (the "Performance"), and Musician hereby agrees to render such Performance under the terms and conditions specified herein.

2) INDIVIDUALS COMPRISING MUSICIAN. Musician consists of the following individuals: Bing Burris, Linda Burris, Jim LeFevre, John Marker, and George Wietecha. Musician's obligation to perform hereunder is subject to the unavailability of Musician as a result of sickness, accidents, acts of God, and other reasons beyond Musician's control.

3) LOCATION OF PERFORMANCE. The Performance will take place at the following location:

Name: The City of Grosse Pointe Woods, Fall Fest

Street Address: 20025 Mack Ave.

City/State/Zip: Grosse Pointe Woods, MI 48236

Phone/Email: 313-343-2445/scomo@gpwwmi.us (Susan Como)

Sound system, lights (if needed), and break music will be supplied by: ☐ Purchaser ☒ Musician

4) DATE AND TIME OF PERFORMANCES. The day and date of the performance is Saturday, September 17, 2022. **Band will provide music on the breaks.** The Musician will play 3 sets as follows:

| Sets | Start Time | Ending Time |
|-------|------------|-------------|
| Set 1 | 5:00pm | 6:00pm |
| Set 2 | 6:30pm | 7:30pm |
| Set 3 | 8:00pm | 9:00pm |

5) PAYMENT. In full consideration for all services rendered by Musician at the Performance, the Purchaser agrees to make the following payment in U.S. funds to Musician on the day of the performance. A set fee of \$1,200.00.

Overtime: Purchaser agrees to pay Musician a fee of Three Hundred Twenty Five 00/100 (\$325.00) for each 30 minute overtime set (any set beginning after the agreed upon end time). Overtime must be agreed upon by both the Musician and Purchaser. Overtime is calculated at \$65/musician per 30 minute set.

a) DEPOSIT. Purchaser will pay **NO** Deposit (\$0.00) to Musician. If Purchaser does not pay Musician the deposit, Musician will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser unless agreed upon below:

- Both parties agree to waive deposit requirement (initial) ☐ Purchaser **BB** Musician

b) PAYMENT OF BALANCE. Full payment is due by the Purchaser to the Musician in the payment of cash; check, money order, or certified check payable to: **Sonic Freeway, LLC** on or the performance date of September 17, 2022.

6) **CANCELLATION DUE TO INCLEMENT WEATHER.** In the event Purchaser cancels the Performance due to inclement weather on or before 1:00 pm on the scheduled date, Purchaser will pay Musician a sum equal to: Six Hundred Dollars (\$600.00), representing 50% of the set fee specified in paragraph 5. Upon payment of the cancellation fee, Purchaser will have no further liability to Musician hereunder:

- After 1:00 pm on the scheduled date, Purchaser pays Twelve Hundred Dollars (\$1,200.00), representing 100% of the contract.

7) **MISCELLANEOUS.** This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Musician arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Musician and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

PURCHASER:

City of Grosse Pointe Woods

Frank Schulte, City Administrator

MUSICIAN:

Sonic Freeway, LLC

Bing Burris (Constitutes valid signature electronically)
Bing Burris, Band Leader, Sonic Freeway

Approved for Signature

Debra A. Walling
City Attorney

Date: _____