

COMMITTEE-OF-THE-WHOLE EXCERPT
09/13/21

The first item discussed was regarding **salt barn use**. The Director of Public Services provided an overview of his memo date August 17, 2021, regarding sharing the City's salt barn with Grosse Pointe Public Schools, and questions and answers ensued. There was a consensus of the Committee to authorize the City Attorney to prepare an Agreement.

Motion by Gafa, seconded by McConaghy, to remove salt barn usage from the Committee-of-the-Whole.

Motion carried by the following vote:

Yes:	Brown, Bryant, Gafa, Granger, Koester, McConaghy, Vaughn
No:	None
Absent:	None

LICENSE AGREEMENT
REGARDING USE OF SALT BARN

This License Agreement ("Agreement"), effective as of the date of the last signature below, is by and between the CITY OF GROSSE POINTE WOODS, a Michigan Municipal corporation, whose address is 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236 ("City") and the GROSSE POINTE PUBLIC SCHOOL SYSTEM, whose address is 20601 Morningside Drive, Grosse Pointe Woods, Michigan 48236 ("Licensee"). Licensee and the City may each be separately referred to as "Party" and may collectively be referred to as "Parties."

RECITALS

- A. The City owns a road salt storage facility ("Salt Barn") on property it owns at 1200 Parkway Drive, Grosse Pointe Woods, Michigan 48236 (the "Property").
- B. Licensee desires to use a portion of the Salt Barn during the winter season for storage of road salt.
- C. Licensee has requested from the City, and the City has agreed to grant Licensee a non-exclusive, revocable license to use a portion of the Salt Barn for storage of road salt subject to the terms and conditions of this Agreement.

In consideration of the mutual promises and conditions set forth below, the Parties agree as follows:

AGREEMENT

- 1. License and Term. The City grants Licensee a non-exclusive, revocable license to store up to three hundred (300) tons of road salt in the Salt Barn from October 1, 2021 through March 31, 2022 ("Effective Period"). In addition, Licensee may park one tractor/loader on the Property during the Effective Period to be used by Licensee to load road salt onto trucks. The portion of the Salt Barn and parking area which Licensee may use under this Agreement shall be referred to hereinafter as the "Licensed Area." The City shall have the sole discretion to designate the specific locations for the road salt storage and parking permitted under this Agreement. Absent termination as provided below, and provided Licensee is not in default, at the end of the Effective Period, this Agreement shall automatically renew for additional terms ("Renewal Term") upon the same terms and conditions until terminated.
- 2. Rent. During the Effective Period of this Agreement and in each Renewal Term, Licensee shall provide the City with the exclusive use of fifty (50) tons of road salt for City use. This allowance shall constitute the rent Licensee owes to the City. Licensee shall owe the City no additional form of rent payment.
- 3. Termination. Either Party may terminate this Agreement for any reason with at least six (6) months written notice of intent to terminate at the end of the current term.
- 4. Insurance. Licensee shall have no right to or expectation of coverage under any insurance policies of the City. During periods of occupancy, the Licensee shall be required to provide commercial general liability insurance covering all operations including occupancy and/or use

of the Licensed Area with a minimum liability limit of one million dollars per occurrence. Licensee shall provide proof of said insurance to the satisfaction of the City and shall name the following as Additional Insureds on its general liability insurance policy: The City of Grosse Pointe Woods, including all elected and appointed officials, employees and volunteers. The City shall be entitled to notice of any change in such policy. The insurance company issuing the policy must have an A rating or better.

5. Non-Exclusive Use. Licensee acknowledges and agrees that its use of the Licensed Area is non-exclusive and that during the Effective Period and any Renewal Term, the Licensed Area may be used by the City for storage of road salt and other City purposes, and may be used by third parties as the City determines appropriate. The Licensed Area shall at all times remain subject to and under the control of the City. Licensee will not use the Licensed Area for any purpose in violation of any law, municipal ordinance or regulation. Licensee will not generate or store any hazardous material on or about the Property or Licensed Area.
6. Licensee to Indemnify. To the extent permitted by law, Licensee agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, employees, volunteers, and Boards and Commissions from any liability for damages to any person or property in, on or about the Licensed Area or Property arising out of or related to the negligence or other actions or omissions of Licensee or its employees, agents, and vendors.
7. Repairs. Licensee agrees that any portion of the Licensed Area or Property which is damaged by Licensee's use shall be repaired by Licensee and restored to the same or better condition than when Licensee's use began.
8. Removal and Disposal of Property. If Licensee is in default under this Agreement, or deserts or vacates its property in the Licensed Area, then it shall be lawful for the City to remove and dispose of any property of the Licensee that remains on the Property.
9. Notices. All notices, requests or other writings provided for in this Agreement must be in writing and shall be delivered (a) by personal delivery, or (b) by certified or registered mail, return receipt requested. Such notices shall be sent to the applicable party or parties at the address specified below:

If to the City of Grosse Pointe Woods:

City of Grosse Pointe Woods
Attn: Director of Public Works
1200 Parkway Drive
Grosse Pointe Woods, MI 48236

cc: City Administrator
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

If to the Grosse Pointe Public School System:

Grosse Pointe Public School System
Attn: Director of Buildings and Grounds
20601 Morningside Drive
Grosse Pointe Woods, Michigan 48236

10. Amendment and Assignment. This Agreement may not be modified unless in writing signed by each Party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. Licensee shall have no right to assign or transfer this Agreement or any rights under this Agreement, or sublet the Property or any part thereof.
11. Counterparts. This Agreement may be executed in two or more counterparts, which when executed shall constitute one and the same Agreement or direction.
12. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated next to their signatures.

CITY OF GROSSE POINTE WOODS

Bruce Smith, City Administrator

Date

GROSSE POINTE PUBLIC SCHOOL SYSTEM

By:
Its:

Date