

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**Regular City Council Meeting Agenda**  
**Monday, September 16, 2019**  
**7:00 p.m.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA

6.	MINUTES	A.	Council 09/09/19
7.	COMMUNICATION	A.	Monthly Financial Report – August 2019
8.	BIDS/PROPOSALS/ CONTRACTS	A.	Replace Drainage Pump Number Two – Lake Front Park 1. Memo 09/09/19 – Director of Public Services 2. Quote 09/04/19 – Pro-Seal Service Group
		B.	Tree Trimming Phase II/Funds Transfer – Lake Front Park 1. Memo 09/09/19 – Director of Public Services 2. Proposal 09/07/19 – Arbor Pro
		C.	Contract: Citywide Phone System 1. Memo 09/11/19 – Information Technology Manager 2. Letter 09/11/19 – Plante Moran 3. VoIP System RFP Analysis 4. BSB Communications – Phone System Layout 5. Letter 09/03/19 – Plante Moran
		D.	Contracts: City Attorney Contingency Counsel – City Matters and Municipal Court 1. Letter 08/29/19 – City Attorney 2. Resume – Russel F. Ethridge 3. Agreement for Back Up Legal Services for City Attorney – Russel F. Ethridge 4. Resume – Timothy Andrew Dinan 5. Agreement for Back Up Legal Services for City Attorney – Timothy Dinan
		E.	Budget Amendment: Marshall Landscape 1. City Council Excerpt 09/09/19 2. Memo 09/11/19 - Director of Public Services 3. Memo 08/16/19 – Treasurer/Comptroller

			4. City Council Excerpt 05/20/19 5. 2019/20 Budget Worksheet: Parks & Recreation – Other Parks
9.	CLAIMS/ACCOUNTS	A.	Building Services 1. McKenna Invoice No. 21849-16 09/06/19 - \$1,500.00.
		B.	Labor Attorney – Keller Thoma 1. Invoice No. 117041 09/01/19 - \$120.00. 2. Invoice No. 117098 09/01/19 - \$3,391.15.
10.	NEW BUSINESS/ PUBLIC COMMENT		
11.	CLOSED EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION	A. B.	The Hunt Club The Rivers

## 12. ADJOURNMENT

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

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

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

<p><b>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</b></p>
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MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD ON MONDAY, SEPTEMBER 9, 2019, IN THE COUNCIL-COURT ROOM  
OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:00 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke  
Council Members: Granger, Koester, McConaghy, McMullen, Shetler  
Absent: Bryant

Also Present: City Attorney Berschback  
Treasurer/Comptroller Behrens  
City Clerk Hathaway  
Director of Public Safety Kosanke  
Director of Public Services Schulte  
Recreation Supervisor Gerhart

Also in attendance was Legal Counsel Chelsea Ditz, Keller Thoma.

Motion by Granger, seconded by Shetler, to excuse Council Member Bryant from tonight's meeting.

Motion carried by the following vote:

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

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

The following Commission member was in attendance:

George Bailey, Planning Commission

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

Motion carried by the following vote:

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

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

1. City Council Minutes dated August 19, 2019.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Lake Front Park Marina Fees**, that the City Council approve an increase in marina fees by 5% for the next year (2020) and by 3% for the following four years (2021-2025), and authorize the City Clerk to revise the Fee Schedule accordingly.

Motion carried by the following vote:

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

Motion by McMullen, seconded by Granger, regarding **Application for a permit to hold a Bike-A-Thon – Full Lotus Yoga Studio, 20369 Mack Ave.**, that the City Council approve Full Lotus Yoga Studio's request for a permit to hold a Bike-A-Thon on September 20, 2019, from 6:30 p.m. to 7:15 p.m. using the route stated on their application, contingent upon the event concluding by 7:15 p.m., the group must follow all bike laws, and riders must wear reflective clothing.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding **2019 Water Main Improvement Project – Design Engineering**, that the City Council approve an amount not to exceed \$70,000.00 for Anderson, Eckstein & Westrick to begin soliciting bids and perform design engineering for the 2019 Water Main Improvement Project.

Motion carried by the following vote:

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

Hearing no objections, the item regarding **Contract Addendum/Budget Amendment: Marshall Landscape**, was postponed to the September 16, 2019, Council Meeting.

Motion by Shetler, seconded by Granger, regarding **Contract: Masonry Services for City Parking Lots**, that the City Council approve a total amount not to exceed \$36,880.00 (\$32,880.00 to DSA, and an amount not to exceed \$4,000.00 for contingency) for DSA Contractors, Inc. to provide masonry repair/rebuild services to the brick walls at five (5) City parking lots as indicated, and authorize the City Administrator to sign the five (5) contracts.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **State of Michigan: Vernier Road Fairway to Morningside**, that the City Council approve the following invoice:

1. State of Michigan 08/04/19 - \$58,066.18; Account No. 202-451-974.300.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **Lake Front Park Marina Pedestal Improvements**, that the City Council approve the following invoice:

1. Fontana Construction, Inc. Invoice No. 015411 08/23/19 - \$116,500.00;  
Account No. 594-785-977.200.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **2018 Road Program**, that the City Council approve the following invoice:

1. Florence Cement Co Pay Estimate No. 7 08/11/19 - \$422,201.75:
  - a. Account No. 203-451-977.804 - \$295,541.22;
  - b. Account No. 592-537-975.400 - \$126,660.53.

Motion carried by the following vote:

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

Motion by Granger, seconded by Koester, regarding **Water Main Replacement Project**, that the City Council approve the following invoice:

1. Bidigare Contractors, Inc. Pay Estimate No. 7 08/13/19 - \$72,771.83; Account No. 592-537-976.018.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Koester, regarding **City Engineer – Anderson, Eckstein & Westrick**, that the City Council approve the following invoices:

1. SAW Grant-Wastewater Asset Management Plan Invoice No. 0123035 08/16/19 - \$1,291.25:
  - a. FY 2018/19 Account No. 592-537-975.004 - \$286.92;
  - b. FY 2019/20 Account No. 592-537-975.004 - \$1,004.33.
2. 2018 Watermain Capital Improvement Invoice No. 0123036 08/16/19 - \$2,201.95:
  - a. FY 2018/19 Account No. 592-537-978.300 - \$489.30;
  - b. FY 2019/20 Account No. 592-537-978.300 - \$1,712.65.
3. 2018 Road Program Invoice No. 0123037 08/16/19 - \$48,014.10:
  - a. FY 2018/19 Account No. 203-451-977.803 - \$7,522.21;
  - b. FY 2018/19 Account No. 592-537-975.401 - \$3,147.59;
  - c. FY 2019/20 Account No. 203-451-977.803 - \$26,327.73;
  - d. FY 2019/20 Account No. 592-537-975.401 - \$11,016.57.
4. 2018/19 GIS Maintenance Invoice No. 0123039 08/16/19 - \$4,277.75; Account No. 592-537-977.000.
5. 2019 Sewer Structure Rehabilitation Invoice No. 0123040 08/16/19 - \$1,481.65:
  - a. FY 2018/19 Account No. 592-537-975.401 - \$105.35;
  - b. FY 2018/19 Account No. 592-537-976.001 - \$223.87;
  - c. FY 2019/20 Account No. 592-537-975.401 - \$368.77;
  - d. FY 2019/20 Account No. 592-537-976.001 - \$783.66.
6. Beaufait Rd Reconstruction-Mack to WCL Invoice No. 0123041 08/16/19 - \$5,355.21:
  - a. FY 2018/19 Account No. 203-451-977.803 - \$1,190.04
  - b. FY 2019/20 Account No. 203-451-977.803 - \$4,165.17.
7. Oxford Rd Resurfacing-Jackson to WCL Invoice No. 0123042 08/19/19 - \$2,835.87; Account No. 203-451-977.803.

8. General Engineering Invoice No. 0123047 08/19/19 - \$144.75:
  - a. Account No. 101.441-818.000 - \$48.25;
  - b. Account No. 101-444-818.000 - \$48.25;
  - c. Account No. 592-537-818.000 - \$48.25.
9. Vernier Rd Resurfacing-Fairway to ECL Invoice No. 0123048 08/19/19 - \$33,010.85; Account No. 202-451-974.803.

Motion by McMullen, seconded by Granger, regarding **Assessing Services**, that the City Council approve the following invoice:

1. WCA Assessing Invoice No. 081919 08/19/19 - \$5,786.16; Account No. 101-224-818.000.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **City Attorney**, that the City Council approve the following invoice:

1. Charles T. Berschback 08/30/19 - \$7,827.50.

Motion carried by the following vote:

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

Nobody wished to be heard under New Business.

Nobody wished to be heard under Public Comment.

Motion by McConaghy, seconded by Koester, that the Council recess the regularly scheduled Council meeting at 7:12 p.m. and convene in Closed Executive Session for the purpose of



discussing a labor negotiations at which time the City Council may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following ROLL CALL vote:

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

The City Council reconvened in regular session at 7:33 p.m.

Labor Council Ditz provided an overview regarding labor negotiations pertaining to **Police Officers Association of Michigan (POAM) and Technical, Professional, and Office Workers Association of Michigan (TPOAM)** union contracts. The recommendations of Labor Counsel, Directors Schulte and Kosanke, and the Treasurer/Comptroller were to ratify these contracts.

Motion by Granger, seconded by McConaghy, regarding Police Officers Association of Michigan (POAM) and Technical, Professional, and Office Workers Association of Michigan (TPOAM) union contracts, that the City Council approve the TPOAM and POAM contracts as identified by Labor Attorney Ditz effective July 1, 2019, through June 30, 2022.

Motion by Granger, seconded by McConaghy, to amend the previous motion by inserting, ", and to authorize the Mayor, City Administrator, and Labor Counsel to sign the contracts."

Motion carried by the following vote:

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

Motion by Granger, seconded by McConaghy, to adjourn tonight's meeting at 7:38 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor

8A

MEMO 19-46

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services F.S.,  
DATE: September 9, 2019  
SUBJECT: Replacement of Lake Front Park Drainage Pump Number Two

The City of Grosse Pointe Woods' Lake Front Park has four field drainage pumps. Drainage pump number two located by the curve in the marina drive has failed. Drainage pump number two is under sized and could not keep the park from flooding during serve rain events. I have met with three pumping contractors and evaluated drainage pump number two to replace with the proper pump size and discharge for better performance in future rain events. I received the following quotes for replacement.

Pro-Seal Service Group	\$12,000.00
Hydrodynamics, Inc	\$13,670.00
Kennedy Industries	\$17,170.00

Pro-Seal Service Group submitted the lowest quote in the amount of \$12,000.00. They have completed other pump repair and replacement projects in the Grosse Pointe area and their work has been satisfactory.

Therefore, I am requesting Council to authorize the replacement of drainage pump number two for Lake Front Park drainage to Pro-Seal Service Group, 35 Silverdome Industrial Park West, Pontiac, MI, 48342 in the amount of \$12,000.00. I further recommend a contingency in an amount not to exceed \$2,000.00 for any unforeseen complications should they arise. The total project will not exceed \$14,000.00. This is a budgeted item included in the 2019/2020 fiscal year budget in the Lake Front Park Contractual Services Park Maintenance account no. 101-774-818.102.

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

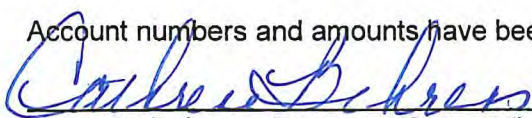
I do not believe any benefit will accrue to the City by seeking further bids. Approved for Council consideration.

  
Bruce Smith, City Administrator

9/9/19  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
Cathrene Behrens, Treasurer/Comptroller

9/9/2019  
Date



35 Silverdome Industrial Park West  
Pontiac, MI 48342-2994  
Phone: 248-758-0500  
Fax: 248-758-0505  
[www.prosealsg.com](http://www.prosealsg.com)

**Quote PSG-9419RFS**

Please refer to the  
above number when  
placing an order.

~ a Fluid Company in a Fluid Industry~

Mr. Frank Schulte  
City of Grosse Pointe Woods

Date: September 4, 2019  
Purchase Order: Pending

Terms: Net 30 days  
F.O.B.: Shipping Point, PP & Add  
Delivery:  
Proposal: Valid for 30 days

**RE: STORMWATER PUMP REPLACE**

LINE	QTY	DESCRIPTION	PRICE/UOM
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1	1	Upgrades to existing submersible pump station as follows:	\$12,000.00
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- Perform confined space entry with all appropriate equipment and procedures.
- Remove existing 3 HP submersible pump, wiring and discharge piping.
- Cut existing grating to accommodate discharge piping.
- Install new Stancor 5 HP submersible pump and 4" PVC piping in wet well. Non-guide rail style.
- Wire pump power and thermal overloads to existing control panel.
- Install new 4" pvc pipe system from wet well to boat well area. Includes 24" SS braid, rubber lined flex connector.
- Start up and prove out system operation.

No other work is quoted or included.

No permits are included.

City is responsible for turning off power to pump station and returning power when required.

Free access to jobsite is anticipated.

For further information or to place an order, please contact:

Outside representative: Rob Schmitt

Inside representative: Jim Allie @ 248-758-0500



TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *FS*

DATE: September 9, 2019 *9*

SUBJECT: Requested Budget Fund Transfer – Lake Front Park Tree Trimming Phase Two

**RECEIVED**  
**SEP 10 2019**  
 CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

8B

Last year phase one of two of tree trimming and removal took place at the Lake Front Park. These trees were removed and elevated by city contractor Arbor Pro Tree Service due to their size.

On September 5, 2019, I completed the final survey of the trees located in Lake Front Park that need trimming or need to be removed. Three large trees in the park were deemed diseased and dangerous. It was also determined that 174 trees need to be elevated that have a significant amount of dangerous dead wood and for aesthetics. These trees are located along the walking path that runs through the park. Due to the size, height, and location of the trees, DPW's tree boom cannot reach high enough to safely elevate or remove the trees. Once the remaining 174 trees are trimmed, this would complete the final phase of the Lake Front Park trimming program. The trimming will provide a safe aesthetic walk through the park on the path.

I have received a quote in the amount of \$38,400.00 from the city's contractor Arbor Pro Tree Service to elevate and remove the dead wood from 174 trees and remove three large trees in the park that were deemed diseased and dangerous located at Lake Front Park. I believe this will be in the best interest of the city to ensure the safety of our residents and visitors at Lake Front Park.

Therefore, I am requesting Council to authorize the elevation and removal of dead wood and trees by Arbor Pro Tree Service, 425 Barclay, Grosse Pointe Farms, MI 48236 in the amount of \$38,400.00. This is not a budgeted item in the Fiscal Year 2019/2020 budget. It will require a budget transfer from the accounts shown in the table below into the Forestry Services Contractual Services account no. 101-465-818.000.

	Account Number	Amount
DPW Equipment Maintenance and Repairs	101-441-850.000	\$5,900.00
City Hall Equipment Maintenance and Repairs	101-444-850.000	\$8,000.00
Parks and Recreation Landscape Operating Supplies	101-774-757.102	\$4,000.00
Parks and Recreation Pool Maintenance Operating Supplies	101-774-757.104	\$5,000.00
Parks and Recreation Miscellaneous Operating Supplies	101-774-757.107	\$7,500.00
Parks and Recreation Activity Building Contractual Services	101-774-818.000	\$6,000.00
Parks and Recreation Miscellaneous Contractual Services	101-774-818.110	\$2,000.00
<b>Total to be transferred into Forestry Services Contractual Services</b>	<b>101-465-818.000</b>	<b>\$38,400.00</b>

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

*Bruce Smith*  
 Bruce Smith, City Administrator

*9/10/19*  
 Date

Fund Certification:

Account numbers and amounts have been verified as presented.

*Cathrene Behrens*  
 Cathrene Behrens, Treasurer/Comptroller

*9/10/19*  
 Date



...for Safe, Healthy  
and Beautiful Trees

P O Box 36651  
Grosse Pointe Farms, MI 48236  
313-882-4488  
E mail: ArborProInc@comcast.net  
Web Site: ArborProInc.com

9/7/2019

City of Grosse Pte. Woods  
Attn: Frank Schulte  
20025 Mack Avenue  
Grosse Pointe Wood MI 48236

Work Location As Stated on Wor

Dear City of Grosse Pte. Wood

Thank you for your interest in our company. I have looked carefully at the trees that concern you and make the following recommendations for work to be performed.

Job Site: GPW Waterfront Park - We Propose the following work to be done:

=====  
Area #1 - Concession Stand

Remove 1 Spruce Tree (below grade). Remove 1 Maple 28" (below grade),  
Trim 58 trees (give or take) by removing large deadwood and elevating as  
needed. Remove 1 Oak 34" (below grade) - Near Gaurd House

Area #2 - Boat Ramp Side (of main drive)

Trim 39 trees (give or take) by removing large deadwood and elevating as  
needed.

Area #3 - Marina at Bridge and Canal

Trim 32 trees (give or take) by removing large deadwood and elevating as  
needed.

Area #4 - Activity Center, Parking Lot, Playscape

Trim 45 trees (give or take) by removing large deadwood and elevating as  
needed.

=====  
Removal Cost - \$3600.00 (3 Trees)

Trimming Cost of Trees (each) - \$200.00 (174 Trees, give or take)

=====  
\$38400.00

=====

WE ARE FULLY INSURED - a copy of our insurance certificate is available upon request.

ACCEPTANCE OF PROPOSAL \_\_\_\_\_ DATE \_\_\_\_\_

Balance is due upon completion of work. We accept Master Card and Visa for your convenience.



8C

**CITY OF GROSSE POINTE WOODS  
INFORMATION TECHNOLOGY  
MEMORANDUM**

**RECEIVED**  
**SEP 11 2019**  
**CITY OF GROSSE POINTE WOODS**  
**CLERK'S DEPARTMENT**

DATE: September 11, 2019  
TO: Bruce J. Smith, City Administrator  
CC: Catherine Behrens, City Treasurer/Comptroller  
FROM: Gary Capps, Information Technology Manager  
SUBJECT: Citywide Phone System

Back in March the City Council authorized Plante Moran to develop and process an RFP to replace the City's 21 year old phone system, including Call Accounting and Call Recording. Since that time I have worked with Plante Moran and provided all of the technical information regarding our specific configuration here at the City, and we provided an opportunity for the Departments to have input as well. All of this information was used in conjunction with Plante Moran's expertise in IP Telephone Systems to write the RFP. Once bids were received, the information was then analyzed and demonstrations were held by the top 3 candidates. After the demonstrations were held, more analysis was done and a detailed discussion was held between GPW and Plante Moran to determine which of the 3 candidate would best suit the City's requirements for a new citywide system. I have included a letter of recommendation from Plante Moran detailing the process used during this project including a cost analysis.


This purchase is a budgeted item and funds are available in the 2019-2020 budget. I recommend the City award this project to BSB Communications located at 41150 Technology Park Dr. Suite 101, Sterling Heights, MI 48314, for a total cost not to exceed \$66,814.84 to be paid from account 101855977.000. I also concur with Plante Moran's recommendation to include a contingency amount of \$4,000 to be paid from account 101855977.000 to accommodate unforeseen issues that may be encountered during this project. Attached is a letter from Plante Moran dated September 6, 2019 presenting this information. I would like to place this item on the City Council Agenda September 16, 2019 to request approval from Mayor and Council and to authorize the City Administrator to sign the contract.

It is also my strong feeling that the City should hire Plante Moran for Implementation Services. Funds are available in account 101855818.000 not to exceed \$4,300 to oversee the installation and configuration of the citywide phone system. This will insure that the awarded vendor strictly adheres to the requirements of the RFP. I have included a letter from Plante Moran dated September 3<sup>rd</sup>, 2019 detailing the scope of implementation services.

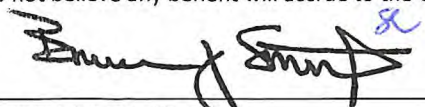
I hereby certify that the above items are necessary for the proper operation of the City's communication infrastructure.

  
\_\_\_\_\_  
Department Head Signature

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

  
\_\_\_\_\_  
Treasurer/Comptroller Signature

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

  
\_\_\_\_\_  
City Administrator Signature



**Plante & Moran, PLLC**  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037-0307  
Tel: 248.352.2500  
Fax: 248.352.0018  
plantemoran.com

September 11, 2019

Mr. Bruce Smith  
City Administrator  
City of Grosse Pointe Woods  
20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 42336

Dear Bruce:

Plante Moran has completed its review of the proposals received in response to the City of Grosse Pointe Woods Voice-over-IP (VoIP) System Request for Proposal (RFP). This letter outlines the work completed as well as the resulting recommendation.

## **BACKGROUND**

The City retained Plante Moran to define the requirements and assist with the selection of a VoIP system. Plante Moran worked with the City's Information Technology (IT) manager and key stakeholders to identify key criteria for consideration when selecting a new solution. The key stakeholders included individuals representing various City departments and the City's IT manager. This process included the following key activities:

- Met with key stakeholders to identify critical and optional functionalities required in a new VoIP system. The VoIP system addresses voice and collaboration needs of the City.
- Developed a detailed RFP and assisted in the RFP solicitation process.
- Analyzed proposals and issued clarifications to vendors.
- Reviewed each proposed solution to identify the finalist vendors and solutions.
- Conducted vendor interviews/demonstrations with three finalist vendors.

The RFP was distributed to 28 vendors and was also posted in the Grosse Pointe News in accordance with the City's bid procedures. A total of six vendors submitted proposals. All proposals and solutions were reviewed to determine the completeness, cost, and compliance with the bid specifications. Where necessary, clarifications were issued to vendors requiring a written response. Three vendors submitted proposals that were not cost-competitive and thus were not selected as finalists.

A total of three vendors were brought in for interviews and demonstrations. Telnet Group Inc., All-Tronics, and BSB Communications were invited in for interviews and demonstrations. The key stakeholders and Plante Moran conducted interviews with these vendors to: 1) allow vendors to provide an overview and demonstrate their proposed solution; and, 2) discuss the company's background, experience, requested optional features, and provide clarifications to their proposal and any exceptions taken.

The lowest cost solution presented by All-Tronics did not fully meet the technical specifications contained in the RFP and there was a lack of prior experience with other municipalities.

## **Recommendation**

Based on our review of the responses, discussions and clarifications with vendors, and interviews conducted by the project committee, we recommend that the City award this project to **BSB**





Mr. Bruce Smith  
City of Grosse Pointe Woods,  
MI

September 11, 2019

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**Communications, located at 41150 Technology Park Dr Suite 101, Sterling Heights, MI 48314, for a not-to-exceed total of \$66,814.84.** The VoIP solution provided by BSB Communications met the technical specifications and requirements, while also providing an extensive background with phone system implementations for municipalities of similar size. We also recommend that the City set aside a contingency amount of **\$4,000** to accommodate unforeseen issues that may be encountered during this project. This award is within the amount budgeted for this portion of the project.

Plante Moran appreciates the opportunity to be of assistance to City of Grosse Pointe Woods. Please call Alex Dietrich at (248) 223-3956 or me at (248) 223-3304 if you have any questions.

Sincerely,

**PLANTE & MORAN, PLLC**



Judy Wright, Partner

cc: Alex Dietrich, Matt Lindner

Attachments: VoIP System Recommendation Summary

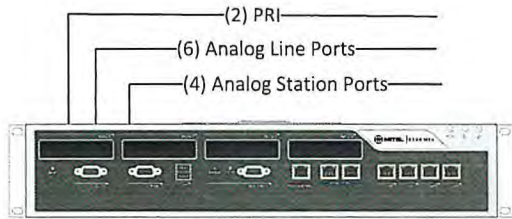
plante  
  
moran

**City of Grosse Pointe Woods  
VoIP System RFP Analysis**

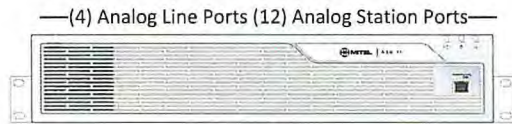
<b>VENDOR PROFILE</b>	<b>All-Tronics</b>	<b>BSB Communications</b>	<b>CenturyLink</b>	<b>Inacomp TSG</b>	<b>TelNet Worldwide</b>	<b>Telnet Group, Inc.</b>
<b>Proposal Type</b>	<b>Base</b>	<b>Base</b>	<b>Base</b>	<b>Base</b>	<b>Base</b>	<b>Base</b>
Proposed Solution / System type (VoIP)	NEC Univerge 3C Solution / On-Premise	Mitel MiVoice System / On-Premise	Avaya IP Office / On-Premise	Cisco Unified Communications / On-Premise	Telnet Cloud PBX / Hosted	Mitel MiVoice Connect Solution / On-Premise
Location	Troy, MI	Sterling Heights, MI	Southfield, MI	Southfield, MI	Troy, MI	Linden, MI
Years in Business	59	35	51	36	20	16.5
Total Work Force	18	41	44,614	38	81	19
2016/2017/2018 Gross Sales	1.8M/2.2M/1.8M	7.6M/6.8M/7.8M	17.4B/17.6B/23.4B	39M/30M/35M	26M/27M/28M	1.5M/1.8M/2.1M
Vendor References	City of Wixom Anchor Bay Public Schools Fitzgerald Public Schools	City of Monroe, MI Bay County, MI Charter Township of Chesterfield, MI	Village of Chesaning, MI Hale Public Schools Whittemore Prescott Public Schools	Oxford Schools Plymouth Canton Community Schools Saline Area Schools	Detroit Public Library Muskegon County Amway Hospitality Group	Charlevoix County, MI Capital Area Transportation Authority, MI LaFontaine Automotive Group
Comply/Exceptions	4 Technical	5 Technical	7 General 5 Technical	0	1 Technical	1 Technical
Compliant Bid?	No	Yes	Yes	Yes	Yes	Yes
<b>VOIP SYSTEM PROPOSAL COSTS</b>						
VoIP System Base Bid	\$42,181.96	\$51,955.24	\$96,935.73	\$86,445.10	\$120,330.00	\$52,995.00
Number of Years As Proposed (warranty/maintenance)	3 Years	3 Years	3 Years	3 Years	3 Years	3 Years
<b>Bid Normalization</b>						
Add - Cordless Handsets (qty: 2)	N/A	\$843.00	Not a finalist	Not a finalist	Not a finalist	\$1,198.00
Add - Presence for all users	\$1,350.00	Included				\$1,237.00
Add - Call Accounting	\$160.00	\$2,405.40				\$1,125.00
Add - Call Recording	\$4,235.00	\$1,908.00				\$3,297.25
Add- Additional HW Required for Options	N/A	\$4,538.00				\$2,395.00
Add - 5-year Warranty/Maintenance	Included	\$5,165.20				\$4,998.00
Total for Bid Normalizations	\$5,745.00	\$14,859.60				\$14,250.25
NORMALIZED TOTAL	\$47,926.96	\$66,814.84				\$67,245.25
<b>TOTAL VoIP SYSTEM PROPOSAL COST</b>	<b>\$47,926.96</b>	<b>\$66,814.84</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$67,245.25</b>

<b>RECOMMENDATIONS</b>						
<b>VOIP SYSTEM</b>		\$66,814.84				
<b>PROJECT CONTINGENCY</b>		\$4,000.00				
<b>RECOMMENDED AWARD TOTALS</b>		\$70,814.84				

### City Hall Complex



MXe III Controller  
Redundant Power Supplies and Drives



ASU II



MiCollab Server

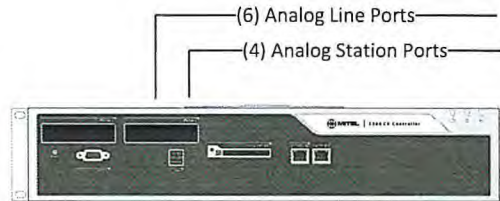
- \* **MiVoice Business Enterprise**
  - (1) UCC Standard License
  - (83) UCC Entry Licenses
- \* **Nupoint UC / VM**
  - Unified Messaging (10) Ports VM
- \* **MiCollab**
  - (10) Audio, Video, Desktop Conf. Ports
  - Active Directory Integration



(63) 6920 IP Tel

(2) 6930 IP Tel  
w/ S720 BT Speaker  
Phone

### Public Works

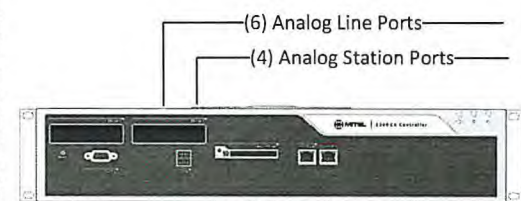


CX Survivable Gateway



(9) 6920 IP Tel

### Lake Front Park



CX Survivable Gateway



(6) 6920 IP Tel

### Activities Building



(2) 6920 IP Tel

### Guard Shack



(2) 6920 IP Tel

## BSB Communications Inc – COMPANY OVERVIEW



- Mitel Exclusive Gold Partner
  - Focused Knowledge, Training, Certifications, Inventory, etc.
- Mitel Partner - **#12** (1440 Partners) in USA
  - (Excluding 7 National Partners)
  - (Includes all Mitel, Shoretel, Toshiba Dealers)
- Mitel Partner - **#1** (50+ Partners) in Michigan
  - (Includes National Partners)
  - (Includes all Mitel, Shoretel, Toshiba Dealers)
- Mitel Partner - **#4** in SLED in USA
  - (State & Local Government & Education)

**FOCUSED - EXPERTISE - RESULTS**

## BSB – Current Local Government Clients

Steve







**Plante & Moran, PLLC**  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037-0307  
Tel: 248.352.2500  
Fax: 248.352.0018  
plantemoran.com

September 3, 2019

Mr. Gary Capps  
IT Manager  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

Dear Gary:

Thank you for the opportunity to provide implementation management services to the City of Grosse Pointe Woods (the City) for its new VoIP solution. As requested, we are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature and limitations of the services we will provide and the terms of our engagement with the City.

The City of Grosse Pointe Woods is seeking assistance with the implementation of a new VoIP system. The City, along with Plante Moran, has completed the design phase of the phone system replacement project, and the City desires to engage the services of a highly qualified consultant to complete the implementation management activities for the selected phone system.

#### **SCOPE OF SERVICES**

Plante Moran will assist the City with managing the implementation of the selected solution. Our firm has extensive experience in using a project management methodology based on the principles in the Project Management Body of Knowledge (PMBOK). PMBOK, a set of principles developed by the Project Management Institute (PMI), provides a project management framework that can be used on projects of any size, type, complexity and industry to enhance the ability to complete projects on-time, within budget, within scope and meet project objectives while managing change that frequently occurs on any project.

Plante Moran will assign a project manager who will be the primary contact for resolving issues, providing status updates, keeping the project on time and that project is being implemented as defined in the RFP document, and eventual contract/statement of work. While we will be providing implementation advisory services, please be aware that we are unable to make management decisions in this role; all management decisions will be the responsibility of the City.

Based upon our previous experiences in managing projects of this size and scope and information gained from the vendors during the selection process, we assume that the implementation will be completed in approximately four to six weeks and have sized our services accordingly.

### **Project Initiation**

We will conduct a project kick-off and detailed design review meeting with the City and the awarded Vendor. The purpose of this meeting is to make introductions, coordinate general operating procedures, confirm roles & responsibilities and develop a detailed implementation schedule. This meeting will also serve to confirm the detailed system design and identify the approach for on-site pre-implementation tasks for the vendor (such as station reviews and building/technology closet walkthroughs). At the conclusion of initiation activities, we will review the vendor's design documentation for accuracy and will provide feedback for corrections as necessary prior to work commencing.

### **Implementation Management**

We will provide implementation management assistance to oversee vendor activities and assist in the coordination of City activities and resources. Our services are designed with the goal of completing your project successfully, on time and within budget, and typically consist of the following tasks:

- Facilitate weekly project status meetings with the City and the vendor
- Closely monitor project timelines and budgets
- Facilitate frequent communications with both the client and the awarded vendor; providing regular status updates via weekly emails
- Coordinate and monitor work relating to the VoIP system implementation
- Facilitate change order process within predetermined guidelines
- Review vendor payment applications and issue payment recommendations
- Review the technology implemented to confirm adherence to design and bid specifications
- Track and facilitate the resolution of issues (punch lists)
- Coordinate documentation delivery and review of documentation for accuracy and completeness.
- Facilitate project sign-off

### **STAFFING, FEES AND TIMING**

Judy Wright, Alex Dietrich, and Alex Lozen-Kowalski will serve as the consultants on this engagement. This team has worked on numerous implementation projects in the past for public sector organizations. We anticipate being able to begin implementation management activities immediately on receipt of a signed engagement letter and the execution of a contract between the City and the awarded vendor. Based on the above scope, our fees will not exceed \$4,300, assuming a 4 to 6 week overall implementation timeframe. As is our standard practice, we invoice our clients monthly for services provided and expenses incurred in the prior month.

RECEIVED

8D

SEP - 3 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK

OF COUNSEL

August 29, 2019

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

RE: City Attorney "Back Up"

Dear Mayor and Council:

I thank you again for your confidence appointing me as "City Attorney". Soon after that appointment, Mayor Novitke and I discussed having a contingency plan for "back up" for me under limited circumstances. I propose the following arrangement.

For all City matters other than the Municipal Court, I would like to use Russell Ethridge as back up counsel. Russ and I have been sharing office space for over 20 years and he is one of the most competent attorneys I know. He has extensive experience in civil litigation, employment law, and general business matters. See attached resume. He currently represents Henry Ford Health Systems in major litigation and is the Municipal Judge for the City of Grosse Pointe. Because of that, he would have nothing to do with the Grosse Pointe Woods Municipal Court. I would like to use Russ as general back up and get input from him from time to time on general municipal issues, especially employment issues.

I recommend attorney Tim Dinan as my backup counsel for Municipal Court matters. Tim has extensive experience in a wide range of criminal matters in metro Detroit and the State of Michigan. I have attached his extensive resume.

The Grosse Pointe Woods Charter Sec. 4.13 states that no compensation to special legal counsel shall be paid except in accordance with an agreement between the Council and the Attorney prior to service being rendered. I consider this backup counsel arrangement similar to the City hiring special counsel for specific cases, for example, Laura Hallahan on the Tax Tribunal cases and Kelly Allen on certain LCC matters. Accordingly, I have attached a short contract for Council's review for both Russ Ethridge and Tim Dinan. Since this will not be a common practice, I propose to include their time separately on my monthly invoice at \$150.00 per hour for Russ and \$140.00 per hour for Tim. They would receive separate checks and a 1099.

Tim will be shadowing me one time in the Municipal Court to get a feel for the ebb and flow of the Court docket on Wednesdays. Given the adjournment of the State Boundary Commission

The Honorable Mayor and City Council  
August 29, 2019  
Page 2

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Meeting (which is now scheduled for the morning of October 16<sup>th</sup>), I plan on having Tim stand in for me at the Municipal Court on that date.

I ask that this matter be placed on the Council agenda for September 16, 2019. It would be the prerogative of Council to approve the Agreement for Back Up Legal Services for City Attorney regarding Russell Ethridge and Tim Dinan, and authorize the City Administrator to sign the Agreements. Thank you.

Very truly yours,

  
CHIP BERSCHBACK

CTB:gmr

Enclosure

cc: Bruce Smith  
Lisa K. Hathaway



**RUSSELL F. ETHRIDGE**

Attorney at Law  
24053 Jefferson  
St. Clair Shores, MI 48080  
(586) 777-0400  
(586) 777-0430 - FAX  
[Russ@rethridgelaw.com](mailto:Russ@rethridgelaw.com)  
[rethridgelaw@gmail.com](mailto:rethridgelaw@gmail.com)

**PROFESSIONAL EXPERIENCE**

**MUNICIPAL COURT JUDGE** (part-time), City of Grosse Pointe, Michigan 1998 to present

Presided over thousands of cases in this Court and as a visiting Judge in many District Courts throughout southeast Michigan. Efficiently manages small budget Court to provide top ranked public service. Elected four times.

**PRIVATE PRACTICE**, St. Clair Shores, Michigan 1994 to present

Practice limited to general corporate and business matters and civil and criminal litigation. Clients include automotive suppliers, insurance companies, institutional medical providers, and others seeking practical advice and litigation services in a broad variety of business and personal matters. Qualified facilitator under MCR. 2.411.

**VALEO GROUP NORTH AMERICA**, Livonia, Michigan Jun 1990-Apr 1994  
Secretary and North American Corporate Counsel

Recruited in 1990 by \$5 billion Paris, France based automotive supplier to create North American Legal Department following major U.S. acquisitions and growth. Full responsibility for all North American legal affairs.

**MOLL, DESENBERG & BAYER**, Detroit, Michigan Nov 1989-Jun 1990  
Defense Attorney

Trial attorney for old line Detroit firm with traditional defense practice.

**YATES, FLEISHMAN, McLAMB & WEYHER**, Raleigh, NC Jan 1986-Jul 1989  
Defense Attorney

Boutique trial firm representing automotive industry, public and private health care institutions, and all major insurers in high profile, first-party lawsuits, including Product Liability, Medical Malpractice, Arson, Fraud, and Bad Faith.

**MACOMB COUNTY PROSECUTOR'S OFFICE**, Mt. Clemens, MI Jan 1985-Nov 1985  
Assistant Prosecutor

Recruited by newly elected county prosecutor to handle high volume criminal trial practice. Excellent conviction record; strong case flow management skills.

**BUSHNELL, GAGE, DOCTOROFF & REIZEN**

Southfield, MI Aug 1981-Jan 1985

Defense Attorney

Detroit area litigation firm headed by former ABA President with national and international clients. Successfully defended major corporations facing wrongful discharge claims, consumer, and automotive product liability claims.

**WEST VIRGINIA SUPREME COURT OF APPEALS**

May 1980-Jul 1981

Charleston, West Virginia

Judicial Clerk

Researched and prepared opinions for Justice D.V. McGraw, Jr. of the state's highest court. More than two dozen opinions published in the Southeast Reporter, including several which sparked legal treatise reviews and national media attention for their well-reasoned legal approaches.

**EDUCATION**

**WEST VIRGINIA UNIVERSITY COLLEGE OF LAW**, Morgantown, West Virginia

- J.D. 1980
- Class Rank Top 20%
- Lead Articles Editor, West Virginia Law Review, 1979-1980
- Member Moot Court Board/Moot Court Finalist
- Author, Note: Workers' Compensation: The Cumulative Injury Doctrine, 80 West Virginia Law Review 435 (1979)

**UNIVERSITY OF NORTH CAROLINA**, Chapel Hill, North Carolina

- A.B. English, 1975

Admitted in: Michigan, North Carolina, and West Virginia

**PERSONAL**

Married: Debra J. Wright, M.D.

Three children: 31, 27, and 25

Residence: 293 University Place, Grosse Pointe, MI 48230

**REFERENCES**

Available upon request. Martindale-Hubbell AV rated.

**GROSSE POINTE WOODS**

**AGREEMENT FOR BACK UP LEGAL SERVICES FOR CITY ATTORNEY**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Grosse Pointe Woods ("City"), and Russell F. Ethridge ("Ethridge").

WHEREAS, Charles T. Berschback ("Berschback") was appointed City Attorney effective July 1, 2019, and;

WHEREAS, Berschback wishes to provide the City with "back up" attorneys on a limited basis as needed generally due to sickness, serious scheduling conflicts, or unforeseen circumstances, and;

WHEREAS, Section 4.13 of the Grosse Pointe Woods Charter requires a separate agreement for compensation to special legal counsel.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the parties as follows:

1. Russell F. Ethridge shall act as special legal counsel for purposes of back up to Charles T. Berschback for matters relating to general municipal legal advise and counseling as may be directed by Berschback or the City Council.
2. Ethridge will not act as back up counsel for any matters relating to the Grosse Pointe Woods Municipal Court.
3. Ethridge will be compensated at the hourly rate of \$150.00 per hour. Ethridge's time will be included on monthly invoices submitted to the Council by Mr. Berschback.
4. Ethridge shall be an independent contractor and receive a Form 1099 for his services.
5. Unless terminated pursuant to paragraph 6 below, this Agreement will renew annually subject to review by the City Council.
6. This Agreement may be terminated by either party at any time, with or without cause, and with or without notice.

CITY OF GROSSE POINTE WOODS

\_\_\_\_\_  
By: BRUCE SMITH  
Its: City Administrator

\_\_\_\_\_  
By: RUSSELL F. ETHRIDGE

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**TIMOTHY ANDREW DINAN**  
Attorney and Counselor at Law  
www.timdinan.com  
14950 East Jefferson Ave., #170  
Grosse Pointe Park, Michigan 48230  
(313) 821-5904 t\_dinan@yahoo.com

**BAR STATUS**

Admitted, State Bar of Michigan, February 1994  
Admitted, Eastern District of Michigan, U.S. Federal Court, March 1996  
Admitted, Western District of Michigan, U.S. Federal Court, June 2016  
Admitted, U.S. Supreme Court, April 2000  
Admitted, State Bar of Arizona, June 2011  
Admitted, 6<sup>th</sup> Circuit U.S. Court of Appeals, July 2017

**PROFESSIONAL EXPERIENCE**

**PRIVATE PRACTICE – DINAN & ASSOCIATES, P.C.** *October 1998 – Present*

The firm currently represents clients in criminal and civil litigation, small business and real estate matters. The firm regularly represents licensed attorneys on attorney misconduct matters, reinstatement of law licenses, and general ethics matters. The firm has represented title insurance carriers and real property interests in litigation matters. It counsels bar applicants for post-exam appeals, and character and fitness bar admission issues. It has represented the interests of tenured employees and various licensed professionals before their respective administrative bodies. It coaches sole practitioners and small firms in firm growth, increased efficiency and practice development.

Martindale-Hubbell Rating: <u>AV</u>	2007 - Present
Michigan Super Lawyer Designation	2009 - Present
D Business Top Lawyer	2009, 2013
Avvo.com Rating: 10/10	2013 - Present

**MICHIGAN STATE UNIVERSITY COLLEGE OF LAW**

*Adjunct Professor – Legal Writing & Study Techniques* *October 2009 – June 2018*

Developed and implemented classes for Michigan Bar Examination, the Multistate Essay Examination (MEE) and the Multistate Practical Test (MPT). These classes include innovations in practice essay grading, same-day feedback and implementation of techniques designed to increase perception and improve test taking performance.

**UNIVERSITY OF DETROIT – MERCY SCHOOL OF LAW**

*Adjunct Professor – Bar Studies and Strategies* *January 2007- May 2009*

Developed and implemented classes to improve bar examination results and study skills. Review substantive law on all tested areas focusing on specific techniques for these subjects.

**EASTERN MICHIGAN UNIVERSITY**

*Adjunct Professor - Construction Management* *January 2006 –Present*

Subjects taught include construction law, contracts and legal aspects of construction projects and related topics.

- Undergraduate Level course on Construction Law
- Graduate Level course on Real Estate Development (CNST 529)
- Graduate Level Course on Construction Law topics (CNST 592, 591)

Winter 2008, Spring 2009, Fall 2012, Fall 2013, Fall 2014.

**BAKER COLLEGE**

*Adjunct Instructor – Law Office Management* *January 2013 – May 2013*  
Classes taught focused on basic legal terminology, law office structure, technical and ethical topics for paralegals and legal assistants.

**SIEMION, HUCKABAY BODARY, PADILLA,  
MORGANTI, & BOWERMAN, P.C.**

*Litigation Associate* *February 1994 – April 1998*  
Performed all tasks related to litigation file management and disposition of insurance defense cases. I primarily focused upon automobile negligence, premises liability, products liability and medical malpractice matters. As an associate, I expedited non-insurance general practice matters within the office.

**STATE OF MICHIGAN - DEPARTMENT OF ATTORNEY GENERAL**

*Research Clerk* *August 1993 - January 1994*  
*Special Assistant Attorney General* *May 1994 - January 2000*  
Supported counsel to the Secretary of State in its defense of driver's licensure matters. This included legal research, drafting of pleadings and review of driver records. Represented the State of Michigan to collect deficient loans and taxes as a Special Assistant AG.

**MICHIGAN ARMY NATIONAL GUARD**

*Fire Support Specialist/Infantry Scout* *March 1984 - May 1992*

**EDUCATION**

*The Detroit College of Law (now Michigan State University College of Law);* Detroit, Michigan

**Juris Doctor, 1993**  
Class President, 1993

*Michigan State University, James Madison College,* East Lansing, Michigan

**Bachelor of Arts - Political Philosophy, 1988**

**PROFESSIONAL PRESENTATIONS**

**Michigan State University** *Preparing for the Michigan Bar Examination*  
**College of Law** *Two-day program for graduating seniors*  
*April/June 2007 – 2009: Presented Semi-Annually*

*MSU Bar Essay Preparation Program – 5-week lecture*  
*workshop focused on developing essay writing skills for*  
*Bar Candidates – May/June 2009 – July 2018*

*Character & Fitness Application Presentation to MSU College*  
*of Law, Graduate Candidates – November 2009*

*MSU Professionalism in Action* ethics presentation to new  
students at the Law College – August 2011, 2012

**University of Detroit Mercy** *University of Detroit Mercy School of Law Professionalism in*

<b>School of Law</b>	<i>Action</i> ethics presentation to new students at the Law College – January 2017
<b>Bar-Bri of Michigan</b>	<i>Legal Writing Workshop I</i> May 2004 – February 2014: Presented Semi-annually  <i>Legal Writing Workshop II</i> June 2004 – February 2014: Presented Semi-annually  <i>Essay Advantage MI Bar Examination Preparation Lecture</i> May 2014
<b>Wayne County Criminal Advocacy Program</b>	<i>Ethics &amp; Efficiency</i> September 2007
<b>Young Lawyers Section State Bar of Michigan</b>	<i>Taking Charge! of Your Career</i> Panelist and Speaker – February 2008, 2009 Speaker – February 2012
<b>Lakeshore Optimists of Grosse Pointe</b>	Keynote Speaker – <i>Respect for Law Day</i> May 2009
<b>Macomb County Bar Association</b>	Keynote Speaker and Presenter <i>Fire Up Your Career 2010</i> 2-part presentation on Solo Practice Development October/November 2009
<b>Institute of Continuing Legal Education</b>	Moderator and Presenter <i>Criminal Defense Series:</i> <i>Trial Strategies &amp; Tactics</i> June 2012 – Webcast  Moderator and Presenter <i>Setting Legal Fees</i> June 2013 - Webcast October 2013 – Live Presentation  Moderator and Presenter <i>Firearms Law in Michigan</i> September 2013 – Webcast  Moderator and Presenter <i>Medical Marijuana in Michigan</i> April 2015 – Webcast  Moderator – <i>E Discovery in Michigan</i> July 2015 – Webcast  Moderator – <i>2016 Criminal Law Update</i> April 2016 – Webcast  Moderator – <i>Recognizing Real Estate Taxes</i> May 2017 – Webcast  Moderator – <i>2017 Drunk and Drugged Driving Law Update</i> August 2017 – Webcast  Moderator – <i>2018 Business Court Litigation</i>

April 2018-- Webcast

Moderator – 2018 *Real Property Title Litigation*  
August 2018 – Webcast

Moderator – 2018 Court Appointed Receivership  
November 2018 – Webcast

<b>State Bar of Michigan</b>	Solo & Small Firm Institute Institute of Continuing Legal Education 2013 Presenter – <i>Business Analysis of Your Files and Time</i> 2014 Presenter – <i>Closing the Deal</i> 2015 Presenter – <i>Client Relationship Management 101</i>
<b>Half Moon Seminars</b>	<i>Ethics in Government Construction Contracts</i> – July 2014 <i>Identifying and Resolving Ethical Issues</i> – July 2015
<b>Oakland County Bar Association</b>	<i>Business File Analysis: Techniques to Help Your Bottom Line</i> OCBA Bench Bar Conference - April 2015
<b>Lakeshore Bar Association</b>	<i>Lead Generation Techniques</i> – March 2016

#### CONTINUING LEGAL TRAINING

- Criminal Advocacy Program (CAP) - Wayne County Circuit Court – 1999 - 2005
- Capital Case Certified – Wayne County CAP Program 2000 - 2005
- Panel of Appointed Attorneys – Macomb County, January 2000 - 2008
- New Building Construction Seminar – ICLE, January 2001
- Use of Private Investigators in Criminal Cases – ICLE, December 2000
- Polygraph and DataMaster Seminar - ICLE, December 1999
- Michigan No Fault Seminar - ICLE, October 1997
- Power & Persuasion Trial Seminar – PICOM, May 1997
- Negotiation Seminar - ICLE, December 1997
- Real Estate Transaction Seminar - ICLE, April 1997, 2003
- Deposition Seminar – ICLE, January 1995
- OWI Law Updates – ICLE, October 2001 - 2008
- OWI Trial Seminar – ICLE, October 2001, 2006
- Drivers License Restoration and Implied Consent Seminar – ICLE October 2008
- Domestic Violence Law Seminar – February 2003
- Michigan Real Estate Title Law: Problems and Solutions – NBI, October 2001
- Major Land Use Laws in Michigan – NBI, December 2001
- Mastering Michigan Real Estate Titles and Title Insurance – NBI, May 2002
- CDAM Semi -Annual Trial Training Seminars – March 2002 - 2010
- Local Government and the Law – Lorman Education Services – March 2003
- Basic Real Estate Course (for broker's license) March – April 2004
- ICLE Assigned Counsel/Felony Non-Support Seminar – July 2005
- U of M/ULI Urban Development Conference – October 2005, 2006
- Urban Land Institute Basic Real Estate Finance – May 2006
- Urban Land Institute Basic Land Development – May 2006
- Site Acquisition/Land Development – Lorman Education Services – June 2006
- Historic Tax Credit in Development – IPED – June 2006
- Creditor Rights Seminar – ICLE, June 2007
- Counseling the Economically Challenged Client – ICLE, October 2007
- Urban Land Institute – Shelby Fort Redevelopment Presentation – May 2009

- Intellectual Property Law 101 – MCBA – August 2009
- Arizona Law for Admissions on Motion Class – March 2011, Phoenix, AZ
- Medicolegal Investigation of Death – May 2011, Wayne State University
- Urban Land Institute – Cobo Hall Redevelopment Seminar – May 2011
- Arizona Law and Professional Conduct Class – March 2012, Phoenix, AZ
- iPad for Lawyers Seminar – State Bar of MI – August 2012, Lansing, MI
- Solo and Small Firm Institute – September 2013, Lansing, MI
- Lawyernomics 2013 – AVVO – April 2013, Las Vegas, NV
- Solo and Small Firm Institute – September 2014, State Bar of MI, Grand Rapids, MI
- Solo and Small Firm Institute – September 2015, State Bar of MI, Novi, MI
- Advanced Legal Writing and Editing – April 2016, Bryan Gardner, Phoenix, AZ
- The Redbook Seminar – April 2016, Bryan Gardner, Phoenix, AZ
- Making Your Case – April 2016, Bryan Gardner, Phoenix, AZ
- Ethics and Cybersecurity – November 2016, ICLE, Plymouth, MI
- Association of Academic Support Educators Workshop – May 2018, St. Louis, MO
- Candidate – ICLE Probate & Estate Planning Certificate Program (April 2019 – present)
- Probate & Estate Planning Institute – May 2019, ICLE, Acme, MI

### **PROFESSIONAL AFFILIATIONS**

- State Bar of Michigan: Criminal Law, Real Estate and Solo Practice Sections
- Sustaining Fellow – State Bar of Michigan Foundation (2010 – Present)
- Member - Incorporated Society of Irish American Lawyers (1996 – present)
- Member & Past President - Hellenic Bar Association (2001 – Present)
- Lecturer – Wayne County Criminal Advocacy Program (2005)
- Certified - Macomb County Panel of Appointed Counsel (2000-2008)
- Member - Criminal Defense Attorneys of Michigan (2001 – Present)
- Member – National Association of Criminal Defense Lawyers (2001 – 2004)
- Lecturer – Concealed Pistol License Law – Various organizations
- Member – Michigan Land Title Association (2000 – 2004)
- Lecturer & Grader – Bar-Bri of Michigan (Legal Writing) (2005- 2014)
- Member – Urban Land Institute (2006-2008)
- Founder & Executive Director – Lakeshore Bar Association (2009 – Present)
- Founder & Executive Director – CCW Defenders of Michigan, LLC (2008 – 2013)
- Member – Great Lakes Self Defense Association (2008 – 2012)
- Co-Host, WMTV’s “Legal Insider” – Grosse Pointe Public Access (2008 – 2014)
- Member – Michigan Coalition of Responsible Gun Owners (2008 – 2013)
- Member – Association of Professional Responsibility Lawyers (2011 – 2013, 2014, 2019)
- Member – Institute of Continuing Legal Education Criminal Law Advisory Board (August 2011 – October 2018)
- Lecturer and Moderator – Institute of Continuing Legal Education (June 2012 - Present)
- Member – Association of Academic Support Educators (May 2018 – Present)

### **PUBLICATIONS AND ARTICLES**

Manual on the Character and Fitness Process for Application to the Michigan State Bar – This guidebook discusses the details of applying for the bar, dealing with hearings and answering other questions about the bar application process. Author House, Inc. (2014) ISBN 978-1-4969-3410

Michigan Criminal Jury Instructions Annotated – Chapter 11 – Weapons: Institute of Continuing Legal Education (2014, 2015). The annotations combine legal research and practice experience to accompany the traditional Michigan Criminal Jury Instructions.



Michigan Criminal Jury Instructions Annotated – Chapter 22 – General Property: Institute of Continuing Legal Education (2016). The annotations combine legal research and practice experience to accompany the traditional Michigan Criminal Jury Instructions.

Michigan Criminal Jury Instructions Annotated – Chapter 26 –Receiving/Concealing Stolen Property: Institute of Continuing Legal Education (2016). The annotations combine legal research and practice experience to accompany the traditional Michigan Criminal Jury Instructions.

Michigan Criminal Jury Instructions Annotated – Chapter 29 – Checks: Institute of Continuing Legal Education (2015). The annotations combine legal research and practice experience to accompany the traditional Michigan Criminal Jury Instructions.

Solo's Corner – Quarterly column published for State Bar of Michigan Practice Management Section – devoted to marketing issues for sole practitioners (November 2011 – 2012)

"Thinking Outside the Box": Published in Vol. 1, No. 2 (Autumn 2008) in Motion Magazine, a publication of Detroit Legal News. This first column in a regular series of attorney-drafted articles focused on making changes in office procedure creatively in order to improve performance.

"Legal Briefs" Newsletter: Published 2 – 3 times per year by my office. It addressed issues of Real Estate Law, Criminal Law and legal issues of general interest. May 2000 – May 2010

"Survey Said: Marketing Matters": Published in Vol. 6, No. 34 (2003) issue in "The Right to Counsel", a publication of the Criminal Defense Attorneys of Michigan. This article discussed how attorneys market their practices to the public and among other attorneys.

"Preparation for the Michigan Bar Examination": First published in January 1999 for Essay Examination preparation seminar and revised in May 2002, May 2007, November 2009 and January 2011. This 15-page manual is written to instruct law school graduates on successful techniques of writing the essay portion of the Michigan Bar Examination.

### **COMMUNITY ACTIVITIES**

- Trustee, Board of Trustees – Detroit Cristo Rey High School (July 2011 – July 2017)
- Member, Ad Hoc Development Committee (July 2018 – Present)
  
- Member – Lakeshore Optimists (2005 – 2010)
  
- Member & Past President – Business Network, Int'l., Pipeline Chapter – Michigan Educational Coordinator – Business Network, International, Pipeline Chapter (2008)  
Membership Development Chair (2010) (2007-2010)
  
- Member – University of Detroit Jesuit High School Alumni Association
  - Chairman: Cub Lawyers Night (2001 – 2015)
  - Member: Alumni Development Board (2001 – 2012)
  - Cub Wheelmen (2005 – Present)
  - Alumnus of the Year 2018
  
- Member – Detroit Athletic Club (2012 – Present)
  - Chairman: Wednesday 8:30 Men's Bowling League (April 2016 – April 2017)
  - Chairman: Thursday 8:30 Men's Bowling League (April 2018 – April 2019)
  - Chairman: Men's Spring Bowling League (2019)

- Member – St. Isaac Jogues Bowling League, St. Clair Shores, MI (2013 – 2018)
- Volunteer – The Front Porch, Detroit, MI, Bicycle Mechanic (2013 – Present)

#### **OTHER NON-LEGAL TRAINING**

- Frank Lloyd Wright Foundation – Drafting for Non-Architects – September 2014, Oak Park, IL
- Zingerman's Experience (Business Training Seminar) – December 2003
- Zingerman's Cheese Mastery Class – June 2010
- Barnett Bicycle Institute – Basis Bicycle Mechanics – June 2008
- Barnett Bicycle Institute – Spoke Wheel Lacing Technique – June 2008
- NRA Certified Instructor – Home Firearms Safety; Basic Pistol; Personal Protection in the Home – April 2005
- Master of Sales Presentation – Brian Tracy – October 2008
- Referral Institute Presentation – Tim Green – October 2008
- Macomb Community College – Fundamentals of Gas Welding - Jan. – May 2012

#### **OTHER PROFESSIONAL LICENSES**

Title Insurance Agent	September 2003 – Present
Real Estate Broker	May 2004 – October 2006
	<i>Affiliated with Kessler &amp; Company</i> – September 2005 – October 2006

## GROSSE POINTE WOODS

### AGREEMENT FOR BACK UP LEGAL SERVICES FOR CITY ATTORNEY

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between the City of Grosse Pointe Woods ("City"), and Timothy Dinan ("Dinan").

WHEREAS, Charles T. Berschback ("Berschback") was appointed City Attorney effective July 1, 2019, and;

WHEREAS, Berschback wishes to provide the City with "back up" attorneys on a limited basis as needed generally due to sickness, serious scheduling conflicts, or unforeseen circumstances, and;

WHEREAS, Section 4.13 of the Grosse Pointe Woods Charter requires a separate agreement for compensation to special legal counsel.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the parties as follows:

1. Timothy Dinan shall act as special legal counsel for purposes of back up to Charles T. Berschback for matters relating to the Grosse Pointe Woods Municipal Court as may be directed by Berschback or the City Council.
2. Dinan will be compensated at the hourly rate of \$140.00 per hour. Dinan's time will be included on monthly invoices submitted to the Council by Mr. Berschback.
3. Dinan shall be an independent contractor and receive a Form 1099 for his services.
4. Unless terminated pursuant to paragraph 5 below, this Agreement will renew annually subject to review by the City Council.
5. This Agreement may be terminated by either party at any time, with or without cause and with or without notice

CITY OF GROSSE POINTE WOODS

\_\_\_\_\_  
By: BRUCE SMITH  
Its: City Administrator

\_\_\_\_\_  
By: TIMOTHY DINAN

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



COUNCIL EXCERPT  
09-09-19

Hearing no objections, the item regarding **Contract Addendum/Budget Amendment: Marshall Landscape**, was postponed to the September 16, 2019, Council Meeting.

MEMO 19-48

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *F.S.*  
DATE: September 11, 2019  
SUBJECT: Fiscal Year 2019-2020 Other Parks Budget Amendment

RECEIVED  
SEP 12 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

During the budget process for fiscal year 2019-2020, the Parks Department requested \$9,500.00 in funds on budget line 101-775-818.000, Other Parks Contractual Services. This was a slight increase from what was allocated for fiscal year 2018-2019. These funds were budgeted for all services that are unable to be completed in-house, including but not limited to landscape services, electrical, plumbing, and playground equipment repairs. The other parks include Chene-Trombly Park, Ghesquiere Park, Jules De Porre Park, and Sweeney Park.

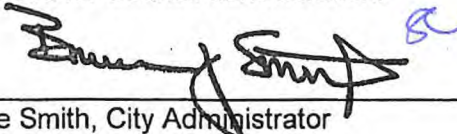
On May 20, 2019, City Council approved a three-year contract with Marshall Landscape to provide landscape services including turf fertilizing and pest management. This is the same service Marshall Landscape provided the City from July 1, 2016 through June 30, 2019 under contract. This item was budgeted in the amount of \$4,000.00 (grounds contractor) on budget line 101-775-818.000.

Unknown to the Parks Department, administration removed all funds requested for Other Parks Contractual Services under the assumption the Department of Public Works would be able to handle all these services.

In order to keep the other parks safe and aesthetic for our residents, the Parks Department requests the same funds that were approved in fiscal year 2018-2019 to complete these tasks; \$4,000.00 for the already approved Marshall Landscape Contract and \$4,100.00 for all other contractual services unable to be completed in-house by the DPW.

Therefore, I recommend a budget amendment and transfer for Fiscal Year 2019-2020 from account no. 101-000-699.000, Transfer from prior year Reserve Fund Balance, into account no. 101-775-818.000, Other Parks Contractual Services in the amount of \$8,100.00.

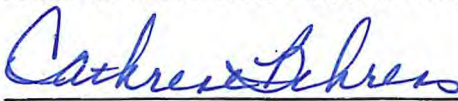
Approved for Council consideration.

  
\_\_\_\_\_  
Bruce Smith, City Administrator

*9/12/19*  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
\_\_\_\_\_  
Cathrene Behrens, Treasurer/Comptroller

*9/12/19*  
\_\_\_\_\_  
Date

MEMO 19 - 21

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services  
DATE: April 25, 2019  
SUBJECT: Recommendation – Landscape Services

RECEIVED  
APR 30 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT  
F.S.

Marshall Landscape has been providing landscape services to the City of Grosse Pointe Woods for the past 21 years. They are fully insured and bonded and their work is satisfactory. Brett Marshall has offered to extend their pricing for another 3-year agreement for fiscal years 2019/2020, 2020/2021, and 2021/2022. The agreement will include all current turf fertilizing and pest management services at City Hall, on Mack Avenue and at Lake Front Park.

I recommend approval of a 3-year agreement with Marshall Landscape, Inc., 24343 Gibson Dr., Warren, MI 48089 to provide landscape services to the City in an amount of \$7,125.00 in fiscal years 2019/2020, 2020/2021, and 2021/2022. This is a budgeted item that will be included in each fiscal year budget in accounts 101-775-818.000 in the amount of \$4,000.00 and 202-463-818.000 in the amount of \$3,125.00. I do not believe any benefit will accrue to the city by seeking additional bids.

Please contact me if you have any questions concerning this matter.

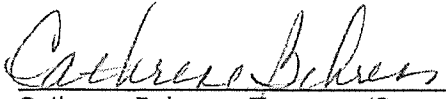
Recommend approval of the above stated and do not believe any benefit will accrue to the City by seeking further competitive bids. Approved for Council consideration.

  
Bruce Smith, City Administrator

4/30/19  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
Cathrene Behrens, Treasurer/Comptroller

4/30/19  
Date



24343 Gibson  
Warren, MI 48089  
www.marshalllandscape.com

(586) 427-6577 Macomb  
(313) 885-7272 Wayne  
(586) 427-6926 Fax



*Turf Grass Services • Plant Health Care • Exterior Pest Control • Athletic Field*

City of Grosse Pointe Woods  
Frank Schulte  
1200 Parkway Drive  
Grosse Pointe Woods, MI 48236

APRIL 25, 2019

Frank,

Thank you for the opportunity to provide you services again this growing season. As we have discussed I am offering to extend our service agreement for another season (2019-20) with no increase this year. As we have in the past seasons we continue to reduce the amount of pesticides used on municipal grounds.

Please call with any questions or concerns

Thank you,

Brett Marshall  
Marshall Landscape Inc



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2019

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morris Insurance Group, Inc. Little-Killebrew-Steiger 22440 Hall Road Clinton Township MI 48036 INSURED MARSHALL LANDSCAPE INC 24343 GIBSON DR WARREN MI 48089-4319	CONTACT NAME: Shella Kipp PHONE (586) 569-0440 FAX (586) 569-0364 E-MAIL: shella.kipp@MorrisInsuranceGroup.com ADDRESS: Shella Kipp INSURER(S) AFFORDING COVERAGE INSURER A: Frankenth Mutual 13986 INSURER B: Ansur American Insurance Company 10984 INSURER C: Accident Fund National 12305 INSURER D: INSURER E: INSURER F:
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COVERAGES CERTIFICATE NUMBER: 2018 2019 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.

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LT#		INSD / WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:	X	CP6075618	10/8/2018	10/8/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA 6075618	10/8/2018	10/8/2019	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DEF <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	CP6075618	10/8/2018	10/8/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	HCV6174423	10/8/2018	10/8/2019	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Grosse Pointe Woods is Additional Insured with respect to operations performed by the named insured.

## CERTIFICATE HOLDER

City of Grosse Pointe Woods  
20025 Mack Ave  
Grosse Pointe Woods, MI 48236

## 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

Bruce Morris/MNK

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## LANDSCAPE SERVICES CONTRACT

THIS AGREEMENT, is entered into this 20 day of May, 2019, by and between the City of Grosse Pointe Woods, a Municipal Corporation, Wayne County, Michigan, ("City), and Marshall Landscape, Inc. ("Contractor").

### WITNESSETH:

WHEREAS, the City has accepted a written proposal from the Contractor to provide landscape services on City property within the City of Grosse Pointe Woods for a three-year period from July 1, 2019 through June 30, 2022, and the offer has been accepted by the City Council on May 20, 2019,

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

1. The contract documents consisting of the offer received from Marshall Landscape, Inc. dated April 25, 2019 (Ex. A), and the recommendation memo dated April 25, 2019 (Ex. B) approved by City Council on May 20, 2019 (collectively referred to as "the contract documents") shall be incorporated herein by reference, and shall become a part of this contract, and shall be binding upon both parties. The terms of this landscape services contract shall control in the event of any inconsistency between this contract and the documents incorporated by reference.

2. The Contractor agrees that it will, during the term of this contract or any extension, provide all turf fertilizing and pest management services in accordance with the contract and contract documents, and in compliance with all provisions of applicable Federal, State and local laws pertaining to the functions to be performed hereunder.

3. The City agrees that it will, upon satisfactory performance of the work as required, pay to the Contractor the amounts specified in its proposal, at the time provided in the contract documents.

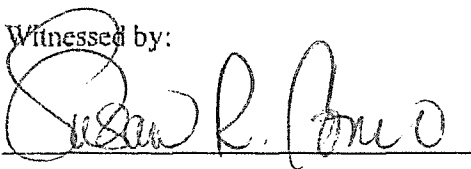
4. This contract shall commence JULY 1, 2019 effective through JUNE 30, 2022.

5. The Contractor agrees to indemnify, defend and hold the City harmless from any and all claims or damages occasioned by, or arising out of, or in connection with, the performance of its duties hereunder, and agrees to secure and keep in force public liability insurance and property damage insurance, all as required by the contract documents. The Contractor is required to list the City of Grosse Pointe Woods as an additional insured.


6. In the event the Contractor shall fail, neglect or refuse to perform any and all of its duties under the contract, the City may perform such duties, and charge all costs incurred in connection therewith to the Contractor, and may deduct such costs from any monies due, or to become due to the Contractor. Such remedy shall be non-exclusive of any other remedies the City may have, and the exercise thereof shall be in addition to, and without prejudice to, whatever other rights the City may have against the Contractor in the event of a breach.

7. This contract and contract documents represents the entire agreement of the parties. Any modifications must be in writing.


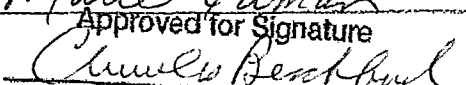
Witnessed by:


  
\_\_\_\_\_  
Susan R. Pano

CITY OF GROSSE POINTE WOODS, MI  
A Municipal Corporation

BY:   
\_\_\_\_\_  
Bruce Smith, City Administrator

MARSHALL LANDSCAPE, INC.  
Contractor

  
\_\_\_\_\_  
Approved for Signature  
  
\_\_\_\_\_  
Charles T. Berschback  
City Attorney

BY:   
\_\_\_\_\_  
Brett Marshall, Owner/President

Date:

5-28-19



## CITY OF GROSSE POINTE WOODS

Office of the Treasurer/Comptroller

### Memorandum

RECEIVED

AUG 19 119

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**DATE:** August 16, 2019

**TO:** Mayor Novitke and City Council

**CC:** Director Frank Schulte, Public Services *F.S.*

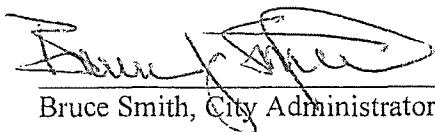
**FROM:** Cathrene Behrens, Treasurer/Comptroller *CD*

**SUBJECT:** FY 2019 – 20 Parks Budget Amendment

During the budget process for fiscal year 2019 – 20, administration removed \$9,500.00 in requested funds from budget line 101-775-818.000, Contractual Services. These funds were budgeted by the Parks Department for turf fertilizing and pest management at the City parks. Administration believed that this was a task that could be taken over in-house by Public Works staff. In addition, on May 20, 2019, the City Council approved a three-year contract with Marshall Landscape to provide these services along Mack Avenue and Lake Front Park. The parks specifically serviced for this budget amendment request include: Chene-Trombly Park, Ghesquiere Park, Jules De Porre Park, and Sweeney Park.

Since that time, administration believes that it would be in the best interest of the City to continue to maintain a professionally trained technician to administer this type of service to city property. On May 20, 2019, the City Council approved a three-year contract with Marshall Landscape to add the addition of Vernier Road and Lake Front Park and per Director Schulte, they will be utilized for these parks as well. The amendment would be a slight decrease from the requested budget of \$8,100 for all four parks. These funds would be taken from the general fund balance account 101-000-695.000, Prior Yr. F/B Trans and moved to 101-775-818.000, Parks Contractual Services.

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



Bruce Smith, City Administrator

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **contract: Trucking Services**, that the City Council approve the Agreement with Grosso Trucking & Supply for trucking services from July 1, 2019, through June 30, 2020, in an amount not to exceed \$84,000.00, funds to be taken from Account No. 226-528-818.000; and, to authorize the City Administrator to sign said Agreement.

Motion carried by the following vote:

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

Motion by McMullen, seconded by McConaghy, regarding **contract: landscape services**, that the City Council approve a three-year Agreement with Marshall Landscape to provide landscape services (turf fertilizing and pest management) at City Hall, on Mack Avenue, and at Lake Front Park in a total amount not to exceed \$7,125.00 per year, funds to be taken from Account Nos. 101-775-818.000 - \$4,000.00 and 202-463-818.000 - \$3,125.00; and, to authorize the City Administrator to sign the contract.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **professional services: plumbing/mechanical inspections**, that the City Council approve the following invoice:

1. McKenna Invoice No. 21849-11 05/07/19 \$1,500.00; Acct. No. 101-180-818.000.

CITY OF GROSSE POINTE WOODS  
 BUDGET WORKSHEET - PARKS AND RECREATION - OTHER PARKS  
 FY 2019 - 2020  
 ACCOUNT DETAIL INFORMATION

				FY 2018 - 2019	
				AMENDED BUDGET AMOUNT	07/01/2018 - 03/28/2019 ACTUAL
				13,100	10,495
ACCOUNT		QTY	UNIT COST	FY 2019 - 2020	
NUMBER	DESCRIPTION			DEPT REQUESTED	CITY ADMIN RECOMM
101775818000	CONTRACTUAL SERVICES				
101775818000	Security System			-	-
101775818000	Weed control in all other city parks (Add'l Svc to eliminate weed whipping in FY 2019-20)			3,500	2,100
101775818000	Grounds contractor (includes Electrical - All Parks)			6,000	6,000
101775818000	Tennis Wall			12,000	-
101775818000	Tree trimming	3	5,000	15,000	-
101775818000	Fence for Chene Trombley			20,000	-
101775818000					
101775818000					
101775818000				-	
101775818000				-	-
101775818000				-	-
101775818000				-	-
101775818000				-	-
101775818000				-	-
101775818000	ACCOUNT TOTAL			56,500	8,100



MCKENNA

HEADQUARTERS  
235 East Main Street  
Suite 105  
Northville, Michigan 48167

O 248.596.0920  
F 248.596.0930  
MCKA.COM

9A

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

September 6, 2019

Invoice No: 21849 - 16

RECEIVED

SEP - 9 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Project 21849 Grosse Pointe Woods Building Services

Professional Services from August 1, 2019 to August 31, 2019

Monthly Retainer

Conduct Plumbing and Mechanical Inspections as directed by the City.

1,500.00

Total

\$1,500.00

Invoice Total

\$1,500.00

**THANK YOU.** Please remit to above address and indicate project number on voucher.

Email: cbehrens@gpwmi.us

*Bruce Smith* 9/9/19

101.180.818.000

9/9/2019

*CBehrens*

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
www.kellerthoma.com

**RECEIVED**

SEP - 9 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

FEDERAL I.D. 38-1996878

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

**Attention:** Bruce Smith, City Manager

September 01, 2019

Client: 000896

Matter: 000003

Invoice #: 117041

REGARDING: GENERAL LABOR MATTER

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

**TOTAL**

**\$120.00**

101-210.810.000

9/9/2019

QBekers

Bruce Smith 9/9/19

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
www.kellerthoma.com

FEDERAL I.D. 38-1996878

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

September 01, 2019  
Client: 000896  
Matter: 000003  
Invoice #: 117041

**Attention:** Bruce Smith, City Manager

Page: 1

RE: GENERAL LABOR MATTER

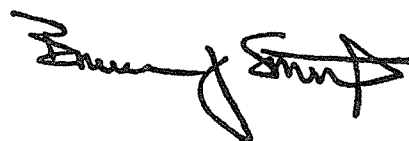
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For Professional Services Rendered through August 31, 2019

DATE	ATTY	DESCRIPTION	HOURS
8/30/2019	CKD	Attention to review of tentative agreements (TPOAM, POAM).	0.75
Total Services			\$120.00

ATTORNEY	HOURS	RATE	AMOUNT
CKD Chelsea K. Ditz	0.75	\$160.00	\$120.00

**Total Amount Due** **\$120.00**





**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
www.kellerthoma.com

**RECEIVED**

SEP - 9 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Bruce Smith, City Manager

September 01, 2019

Client: 000896

Matter: 000000

Invoice #: 117098

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REGARDING: GENERAL MATTERS

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

**TOTAL**

**\$3,391.15**

101.210. 810.000

9/9/2019

*B. Smith*

*Bruce Smith* 9/9/19

**KELLER THOMA**  
*A PROFESSIONAL CORPORATION*

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
FAX 313.965.4480  
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Bruce Smith, City Manager

September 01, 2019

Client: 000896

Matter: 000000

Invoice #: 117098

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RE: GENERAL MATTERS

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For Professional Services Rendered through August 31, 2019

DATE	ATTY	DESCRIPTION	HOURS
8/1/2019	KEJ	Attention to preparation of arbitrability brief for POAM Grievance No. 19-41.	1.25
8/2/2019	KEJ	Attention to preparation of arbitrability brief for POAM Grievance No. 19-41.	0.25
8/5/2019	GPB	Telephone call from Ms. Behrens regarding pending labor matter.	0.25
8/6/2019	GPB	Attention to review of documents and telephone calls from client regarding employee matters.	1.25
8/7/2019	GPB	Attention to review of documents regarding employee matters.	1.25
8/8/2019	GPB	Telephone call from Mr. Kosanke regarding pending disciplinary matter.	0.25
8/12/2019	GPB	Attention to review of documents and preparation of Letter of Understanding regarding employee matter.	0.75
8/21/2019	GPB	Attention to review of documents and telephone calls from Ms. Behrens regarding promotion issues.	0.50
8/28/2019	GPB	Attention to preparation for and attendance at mediation in TPOAM negotiations.	6.00
8/29/2019	GPB	Attention to preparation for and attendance at mediation in POAM negotiations.	7.75
Total Services			\$3,390.00

ATTORNEY	HOURS	RATE	AMOUNT
KEJ KATHRYN E. JONES	1.50	\$160.00	\$240.00

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS

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RE: GENERAL MATTERS

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**ATTORNEY**

		<b>HOURS</b>	<b>RATE</b>	<b>AMOUNT</b>
GPK	GARY P. KING	18.00	\$175.00	\$3,150.00

**DISBURSEMENTS**

8/30/2019	Postage			\$1.15
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Total Disbursements				\$1.15
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<b>Total Amount Due</b>				<b>\$3,391.15</b>
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