

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**Regular City Council Meeting Agenda**  
**Monday, April 1, 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.	APPOINTMENT	A.	Planning Commission (Mayoral) 1. George Bailey Biographical Sketch
7.	MINUTES	A. B. C. D. E. F. G. H.	City Council 03/18/19 Committee-of-the-Whole 03/25/19, w/recommendations: 1. Employee Handbook – Revised 04/01/19 Finance Committee 03/18/19 Beautification Commission 02/13/19, w/recommendation: 1. Appointment (Mayoral) a. Eric Reiter Biographical Sketch Historical Commission 02/14/19 Senior Commission 01/15/19, w/recommendation: 1. Ice Cream Social Tree Commission 02/06/19 Compensation & Evaluation Committee 02/25/19
8.	COMMUNICATIONS	A.	FY 2019/20 Budget Summary
		B.	Records Retention & Disposal Schedule – Hand Written Checks 1. Memo 03/18/19 – Treasurer/Comptroller 2. Records Retention and Disposal Schedule DTMB-0043 3. General Retention Schedule #31
		C.	Budget Transfer – City Hall and Grounds Contractual Services 1. Memo 03/25/19 – Director of Public Services
		D.	PA 202 – FY 2018 Retiree Health Care Underfunded Status 1. Memo 03/26/19 – Treasurer/Comptroller 2. Letter 02/27/19 – Michigan Department of Treasury

			3. Application for Waiver and Plan: Defined Benefit Pension Retirement Systems 4. Additional Employer Contributions for PA 202 Corrective Action Plan
		E.	Policy: Use of Recreation Facilities 1. Memo 03/26/19 – Director of Public Services/Recreation Supervisor 2. Application for Community Use of Recreational Facilities 3. Community Use of City Recreational Facilities Guidelines
9.	BIDS/PROPOSALS/ CONTRACTS	A.	Contract: Printing Services 1. Memo 03/22/19 – Director of Public Services
		B.	Contract: City-Wide Phone System Consultant 1. Memo 03/26/19 – Information Technology Manager 2. Letter 02/19/19 – Plante Moran 3. Professional Services Agreement
		C.	Budget Amendment/Contract – Fuel Tanks Final Assessment 4. Memo 03/19/19 – Director of Public Services 5. Proposal 02/11/19 – GES
10.	RESOLUTION	A.	Special License Application – City Events (Revised) 1. Application 2. Resolution 3. Bonds (4)
		B.	Military Leave Request – Brian Conigliaro 1. Resolution 2. Supplemental Agreement
11.	CLAIMS/ACCOUNTS	A.	2015-2018 Pavement Joint and Crack Sealing Program – District 1 1. Michigan Joint Sealing Final Pay Estimate 02/28/19 - \$6,778.10
		B.	City Engineer – Anderson, Eckstein & Westrick 1. Invoice No. 0116798 02/13/18 - \$14,400.00; 2. Invoice No. 0116799 02/13/18 - \$6,900.00; 3. Invoice No. 0121019 02/26/19 - \$7,800.00; 4. Invoice No. 0121078 03/12/19 - \$600.00; 5. Invoice No. 0121278 03/18/19 - \$807.25; 6. Invoice No. 0121279 03/18/19 - \$2,250.10;

			7. Invoice No. 0121280 03/18/19 - \$528.50; 8. Invoice No. 0121281 03/18/19 - \$266.75; 9. Invoice No. 0121282 03/18/19 - \$295.70; 10. Invoice No. 0121283 03/18/19 - \$175.10.
		C.	County of Wayne Milk River Drainage District 1. Invoice No. 298154 02/27/19 FY 2019 Quarter 1 and 2 - \$199,181.00; 2. Invoice No. 298092 02/26/19 Interest - \$132,815.75.
		D.	Tokio Marine HCC – Lynne Walter/Sewer Backup Claim 1. Invoice Claim #190868 03/15/19 - \$10,000.00.
		E.	Assessing Services 1. WCA Assessing Invoice No. 031919 03/19/19 - \$5,786.16
		F.	City Attorney 1. Don. R. Berschback - \$4,037.50; 2. Charles T. Berschback - \$5,675.00.

12. NEW BUSINESS/PUBLIC COMMENT

13. ADJOURNMENT

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

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

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

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



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

RECEIVED

SEP 17 2018

BIOGRAPHICAL SKETCH

CITY OF GROSSE POINTE WOODS

cc: mayor

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

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

*arranger*

NAME: GEORGE BAILEY

ADDRESS: 1155 HAMPTON RD.

TELEPHONE: Home: 972 679 8829 Office: 313 451 1462

E-Mail: george@bailey-built.com

OCCUPATION: ARCHITECT (I own my own local business BAILEY BUILT, LLC)

# OF YEARS RESIDENT OF GROSSE POINTE WOODS: 1 yr 4 mo

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION: I have previous experience on Boards & Commissions & understand the role as a Big Picture Body -

EDUCATION: MASTERS OF ARCHITECTURE, TEXAS TECH UNIV.

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: AMERICAN INSTITUTE OF ARCHITECTS, NCARB CERTIFIED, GPW HISTORICAL COMMISSION

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: I believe that my nearly 20 years as an Architectural Professional & previous Board experience would be a great value, &

Signature of sponsor

Signature of applicant

Date: 9-14-2018

Return to Clerk's Office

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

Along with my willingness to jump in feet first and make an impact on my Community.



7A

COUNCIL  
03-18-19 - 34

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MARCH 18, 2019, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:03 p.m. by Mayor Novitke.

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

Also Present: City Administrator Smith  
City Attorney Chip Berschback  
Treasurer/Comptroller Behrens  
Deputy City Clerk Antolin  
Director of Public Services Schulte  
Recreation Supervisor Gerhart

Motion by Bryant, seconded by Koester, that Council Member Granger be excused from tonight's meeting.

Motion carried by the following vote:

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

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

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

Motion carried by the following vote:

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

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

1. City Council Minutes dated February 25, 2019.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole Minutes dated February 25, 2019, and March 11, 2019.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **Use of Bramcaster/Jackson Soccer Fields**, that the City Council approve the request of Eastside FC to use the Bramcaster and Jackson Soccer Fields for weekend soccer games from March 22, 2019, through November 17, 2019, 8:00 a.m. to 6:00 p.m. contingent upon them agreeing to follow all park rules and clear the fields during storms, clean-up trash around the fields after use, and submit current rosters.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **Use of Lake Front Park Tennis Courts**, that the City Council approve the request of Grosse Pointe South to use Lake Front Park eight (8) tennis courts on May 11, 2019, from 7:45 a.m. to 2:00 p.m. for the

girls' tennis team quad, contingent upon them agreeing to follow all park rules and MHSAA rules including clearing the courts during storms, relinquishing courts to residents on Courts 1 and 2, clean up trash around the courts after use, and submit current rosters.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – February 2019**, that the City Council refer this item to the Finance Committee.

Motion carried by the following vote:

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

Motion by McMullen, seconded by Shetler, regarding **Contract: Landscape Abatement**, that the City Council approve a contract with Nu Appearance Landscaping to provide grass and weed abatement services (landscaping) from April 1, 2019, through May 31, 2020.

Motion by McMullen, seconded by Shetler, to amend the previous motion by inserting, "and 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 Koester, seconded by McConaghy, regarding **Contract: Michigan Department of Transportation (MDOT) – 2019 Vernier Road Program**, that the City Council approve the contract with the Michigan Department of Transportation for the Vernier Road construction project from Fairway Lane to Morningside Dr., authorize the

City Administrator to sign the contract, and authorize the City Clerk to prepare a certified resolution.

Motion carried by the following vote:

Yes: Bryant, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: Granger

Motion by Koester, seconded by Bryant, regarding **Second Reading: An Ordinance to Amend Chapter 28 Offenses, Sec. 28-398 Regulation of Consumer Fireworks Consistent with The Michigan Firework Safety Act as Amended by Public Acts 634 and 635 of 2018**, that the City Council approve this ordinance as presented and make it effective 20 days after its enactment.

Motion carried by the following vote:

Yes: Bryant, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: Granger

Motion by McMullen, seconded by Shetler, regarding **Second Reading: An Ordinance to Amend Chapter 10 Businesses, Article VI Peddlers, Vendors, Solicitors, Division 2 Licenses, To Amend Various Sections of Division 2 to Allow Administrative Approval and Renewals, Clarify Certain Prohibited Conduct and to Limit The Number of Available Refuse Vendor Licenses**, that the City Council approve this ordinance as presented and make it effective 20 days after its enactment.

Motion carried by the following vote:

Yes: Bryant, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: Granger

Motion by McConaghy, seconded by Shetler, regarding **2019 Refuse Vendor licenses currently on hold**, that the City Council direct the City Clerk to issue the pending 2019 Refuse Vendor licenses in the order in which they were received.

Motion by McConaghy, seconded by Shetler, to amend the previous motion by inserting, "and to authorize the issuance of up to five applications for the 2019 year until the first day of November."

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **Professional Services – Plumbing and Mechanical**, that the City Council approve the following invoice:

1. McKenna Invoice No. 21849-9 03/06/19 - \$1,500.00; Acct. No. 101-180-818.000.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **Bond Improvements, Roofs and HVAC**, that the City Council approve the following invoice:

1. Cross Renovation, Inc. Invoice No. 8 02/21/19 - \$104,329.80:
  - a. Acct. No. 420-902-977.101 - \$74,074.16;
  - b. Acct. No. 420-902-977.103 - \$10,432.98;
  - c. Acct. No. 420-902-977.104 - \$19,822.66.

And, that it be conditioned upon Administration's review of insurance coverage for damages to building in pending claims for damages to determine if payments should be made at this time.

Motion carried by the following vote:

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



Motion by Shetler, seconded by Bryant, regarding **City Engineers – Anderson, Eckstein and Westrick**, that the City Council approve the following invoices:

1. Invoice No. 0120503 01/15/19 - \$1,200.00; Acct. No. 420-451-974.201;
2. Invoice No. 0120714 01/30/19 - \$2,420.25:
  - a) Acct. No. 101-441-818.000 - \$806.75;
  - b) Acct. No. 101-444-818.000 - \$806.75;
  - c) Acct. No. 592-537-818.000 - \$806.75.
3. Invoice No. 0120715 01/30/19 - \$2,778.45; Acct. No. 592-537-975.004;
4. Invoice No. 0120738 02/11/19 - \$1,200.00; Acct. No. 420-451.974.201;
5. Invoice No. 0121013 02/26/19 - \$1,998.75:
  - a. Acct. No. 101-441-818.000 - \$566.50;
  - b. Acct. No. 101-444-818.000 - \$1,432.25.
6. Invoice No. 0121014 02/26/19 - \$3,090.55; Acct. No. 592-537-975.004.
7. Invoice No. 0121015 02/26/19 - \$206.00; Acct. No. 101-000-285.530.
8. Invoice No. 0121016 02/26/19 - \$1,985.50; Acct. No. 592-537-978.300.
9. Invoice No. 0121018 02/26/19 - \$838.25:
  - a. Acct. No. 203-451-977.803 - \$586.78;
  - b. Acct. No. 592-537-975.401 - \$251.47.
10. Invoice No. 0121019 02/26/19 - \$7,800.00; Acct. No. 592-537-978.300.
11. Invoice No. 0121020 02/26/19 - \$872.25; Acct. No. 592-537-977.000.

Motion carried by the following vote:

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

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

1. Hallahan & Associates, P.C. Invoice No. 16171 03/05/19 - \$77.27;  
Acct. No. 101-210-801.310.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **City Attorneys**, that the City Council approve the following invoices dated February 27, 2019:

1. Don R. Berschback - \$1,700.00:
  - a. Acct. No. 101-210-801.000 - \$1,190.00;
  - b. Acct. No. 101-210-801.100 - \$510.00.
2. Charles T. Berschback - \$7,087.50:
  - a. Acct. No. 101-210-801.000 - \$4,987.50;
  - b. Acct. No. 101-210-801.100 - \$2,100.00.

Motion carried by the following vote:

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

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

1. Keller Thoma Invoice No. 115943 03/01/19 - \$346.85; Acct. No. 101-210-810.000.

Motion carried by the following vote:

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

Under New Business, no one wished to be heard.

The following individual was heard under Public Comment:

- Ernestine Lyons, Linglobal

Motion by Bryant, seconded by Koester, to adjourn tonight's meeting at 7:27 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

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Paul P. Antolin  
Deputy City Clerk

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Robert E. Novitke  
Mayor



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MARCH 25, 2019, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

- PRESENT: Mayor Novitke  
Council Members Bryant, Granger, Koester, McConaghy, McMullen, Shetler
- ABSENT: None
- ALSO PRESENT: City Administrator Smith  
City Attorney Don Berschback  
City Clerk Hathaway  
Director of Public Services Schulte  
Director of Public Safety Kosanke  
Information Technology Manager Capps  
Recreation Supervisor Gerhart

Mayor Novitke called the meeting to order at 7:07 p.m.

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

Motion carried by the following vote:

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

Various agenda items were taken out of order.

The first item discussed was **Proposed Ghesquiere Park Improvements (Concession Stand)**. Melissa Champine of Woods/Shores Little League stated the second floor of the concession will be used for storage rather than broadcasting the games as in the past, and therefore the new design is not required to be ADA accessible. The games will be broadcast outside from a table located behind the backstop. Following discussions with the City Administrator and Director of Public Services, the City is willing to maintain the bathrooms so they could be open regularly. The rest of the building would be locked and for Little League use only. She did state that the City could use the concession stand for special events. Ms. Champine will be providing detailed plans and blue prints. A new Grosse Pointe Woods/Shores Little League sign will also be installed replacing the old sign. This project will be a total tear down and reconstruct.

She requested to tear down the existing stand as soon as possible before the baseball season starts and to use a modified trailer for concession sales until a new stand is constructed. The trailer would be used only for the 2019 baseball season. Construction

of the new concession stand would commence at the end of this year's baseball season. The Chair asked Ms. Champine to provide additional information including start and completion dates, to address concerns of administration for a food trailer, and provide insurance naming the City as an additional insured. The City is to identify who will be responsible for oversight and whether a performance bond is needed.

The Chair clarified Ms. Champine's request was that she was seeking authorization to tear down the existing concession stand building and authorization of an agreement to install a food trailer for the 2019 baseball season.

The City Administrator stated the Building Official has no objections to this request. The Director of Public Services recommends approval and stated it will be a nice improvement.

The Chair advised Ms. Champine that for this request to be placed on the April 1, 2019, City Council agenda, a contract is needed along with appropriate insurance and a performance bond. This item is to remain on the Committee-of-the-Whole agenda.

**The Avenue in the Woods Business Association.** Donna O'Keefe spoke on behalf of the Avenue and presented proof of receiving their non-profit 501(c)3 status from the Internal Revenue Service. By-Laws and Articles of Incorporation were also presented. The City Attorney reviewed and acknowledged the documents were appropriate.

With regard to the association's request to install flags on the DTE light poles, she stated they plan to use the same light poles as previously used by the Chamber of Commerce for their flags, which has given them permission to use the existing brackets. The Mayor asked whether permission was received from Wayne County to display the flags, and that permission is needed from Wayne County as discussed at a prior meeting. She stated The Avenue did not obtain written permission from Wayne County. Following discussion, there was a consensus of the Committee that The Avenue may use the City's DTE poles to display their flags on existing brackets within the confines of the law.

Ms. O'Keefe then requested to use the Cook Schoolhouse to hold The Avenue's meetings at no cost. There was a majority consensus of the Committee to approve the Avenue's request to use the Cook Schoolhouse for their meetings at no cost provided that it does not interfere with the City's use.

**Guidelines for Outside Groups – Use of Ghesquiere Park.** Review and discussion ensued of the new Community Use of City Recreational Facilities Guidelines and forms. Following discussion, there was Committee consensus that a number of changes be made as discussed, and that the City Clerk place this item on the April 1, 2019, City Council Agenda.

The City Attorney provided an overview regarding the **GPW Employee Handbook**, and recommended a number of additional changes.



Motion by Granger, seconded by Shetler, regarding the Grosse Pointe Woods Employee Handbook, that the Committee-of-the-Whole recommend City Council approve the Grosse Pointe Woods Employee Handbook with the proposed revisions.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Granger, that the GPW Employee Handbook be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

**Consultant Contract – Plante Moran: Citywide Phone System.** The Information Technology Manager provided an overview of his request to contract with Plante Moran to serve as a consultant to purchase a new I.P. based phone system. He stated it will take eight to ten weeks to get Plante Moran to complete review and provide recommendations. There was a consensus of the Committee to move forward with the contract and that the contract be added to the April 1, 2019, City Council agenda.

Motion by Granger, seconded by Bryant, that this item be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

**Military Leave Request – Brian Conigliaro.** Brian Conigliaro has received orders placing him on active duty. The City Administrator stated no other employees will be affected by this. The City Administrator stated the cost of supplementing his income would not exceed \$11,000.00. The Chair stated a Supplemental Agreement would need to be entered into with the union. There was a consensus of the Committee to approve this request. The Treasurer/Comptroller was asked to obtain additional insurance information regarding coverage when there is a loss of life while serving in the military. There was a brief discussion regarding the Resolution. The Treasurer/Comptroller was asked to make a few changes to the Resolution, and that this item be placed on the City Council agenda for April 1, 2019.

Motion by Koester, seconded by Shetler, that Military Leave Request – Brian Conigliaro be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

Under New Business, the Mayor asked administration for clarification on a Grosse Pointe News article.

The following individual was heard under Public Comment:

- Margaret Potter, 1834 Allard.

Motion by Bryant, seconded by Shetler, that the meeting of the Committee-of-the-Whole be adjourned at 8:48 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor

RECEIVED

MAR 26 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT


# City of Grosse Pointe Woods

## Administration

### Memorandum

Date: March 26, 2019

To: Mayor and City Council Members

From: Bruce J. Smith   
City Administrator

Subject: Employee Handbook

I am pleased to submit to the Mayor and City Council members the proposed amendments to the City of Grosse Pointe Woods Employee Handbook. This revised handbook consolidates, updates and clarifies many separate policies that have developed over the years.

A local team, as noted on the previous page, worked with City Attorney Don Berschback and Labor Attorney Gary P. King of Keller Thoma and both have reviewed and approved this document.

I believe these updates are necessary and maintain a fair and reasonable approach to guiding our personnel policies for the coming years.

If you have any comments or questions regarding the manual or any of the policies contained herein, please do not hesitate to contact me.

# CITY OF GROSSE POINTE WOODS

## *Employee Handbook*



Revised: 10/16/2017  
Approved by Council: 10/16/2017  
Revised: 11/15/2018  
Revised: 04/01/2019



*Developed with the assistance of a City team consisting of:*

*Bruce J. Smith, City Administrator  
Lisa Kay Hathaway, City Clerk  
Cathrene A. Behrens, Treasurer/Comptroller*

*And in cooperation with:*

*Don Berschback, City Attorney  
Gary P. King, Labor Attorney*



## APPENDIX H



A nonprofit corporation and independent licensee  
of the Blue Cross and Blue Shield Association

### CITY OF GROSSE POINTE WOODS

08127669

0070060410035 - 0631R

Effective Date: 01/01/2017

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible, copay and /or coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Preauthorization for Specialty Services** - Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when require, are preauthorized or approved by BCBSM except in an emergency

**Note:** A list of services that require approval **before** they are provided is available online at [bcbsm.com/importantinfo](http://bcbsm.com/importantinfo). Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

**Preauthorization for Specialty Pharmaceuticals** - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.**

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other disease as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Blue Cross provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



## Eligibility Information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> <li>Subscriber's legal spouse</li> <li><b>Dependent children:</b> related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage until the end of the year in which they turn age 26</li> </ul>
Sponsored dependents	<ul style="list-style-type: none"> <li>Dependents of the subscriber related by blood, marriage or legal adoption, over age 19 and not eligible as a dependent under the provisions of the subscriber's contract, provided the dependent meets all eligibility requirements. The subscriber is responsible for paying the cost of this coverage.</li> </ul>

## Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

**Note:** If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-network	Out-of-network
<b>Deductibles</b>  <b>Note:</b> Your deductible <b>combines</b> deductible amounts paid under your Simply Blue HSA medical coverage <b>and</b> your Simply Blue prescription drug coverage.  <b>Note:</b> The full family deductible <b>must</b> be met under a two-person or family contract before benefits are paid for any person on the contract.	\$2,000 for a one-person contract \$4,000 for a family contract (2 or more members) each calendar year <b>(no 4th quarter carry-over)</b>	\$4,000 for a one-person contract \$8,000 for a family contract (2 or more members) each calendar year <b>(no 4th quarter carry-over)</b>
<b>Flat-dollar copays</b>	See "Prescription Drugs" section	See "Prescription Drugs" section
<b>Coinsurance amounts (percent copays)</b>	None	20% of approved amount for most covered services
<b>Note:</b> Coinsurance amounts apply once the deductible has been met.		
<b>Annual out-of-pocket maximums</b> -applies to deductibles and coinsurance amounts for all covered services - including prescription drug cost-sharing amounts	\$3,000 for a one-person contract \$6,000 for a family contract (2 or more members) each calendar year	\$6,000 for a one-person contract \$12,000 for a family contract (2 or more members) each calendar year
<b>Lifetime dollar maximum</b>	None	

## Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam-includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening- laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices-includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

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Benefits	In-network	Out-of-network
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> <li>8 visits, birth through 12 months</li> <li>6 visits, 13 months through 23 months</li> <li>6 visits, 24 months through 35 months</li> <li>2 visits, 36 months through 47 months</li> <li>Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
	<b>Note:</b> Subsequent medically necessary mammograms performed during the <b>same</b> calendar year are subject to your deductible and coinsurance.  One per member per calendar year	<b>Note:</b> Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Routine screening colonoscopy	100% (no deductible or copay/coinsurance) for routine colonoscopy	80% after out-of-network deductible
	<b>Note:</b> Medically necessary colonoscopies performed during the <b>same</b> calendar year are subject to your deductible and coinsurance.  One routine colonoscopy per member per calendar year	

## Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Online visits - by physician must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> Online visits by a non-BCBSM selected vendor are not covered.		
Outpatient and home medical care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

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Benefits	In-network	Out-of-network
Urgent care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

## Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services - must be medically necessary	100% after in-network deductible	100% after in-network deductible

## Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

## Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

## Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% after in-network deductible	80% after out-of-network deductible
Unlimited days		
<b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

## Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care- must be in a <b>participating</b> skilled nursing facility	100% after in-network deductible	100% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% after in-network deductible	100% after in-network deductible
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods-provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	

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Benefits	In-network	Out-of-network
Home health care: <ul style="list-style-type: none"> <li>must be medically necessary</li> <li>must be provided by a <b>participating</b> home health care agency</li> </ul>	100% after in-network deductible	100% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> <li>must be medically necessary</li> <li>must be given by a <b>participating</b> Home Infusion Therapy (HIT) provider or in a <b>participating</b> freestanding Ambulatory Infusion Center (AIC)</li> <li>may use drugs that require preauthorization-consult with your doctor</li> </ul>	100% after in-network deductible	100% after in-network deductible

## Surgical services

Benefits	In-network	Out-of-network
Surgery-includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> For voluntary sterilizations for females, see " <b>Preventive care services.</b> "		
Voluntary abortions	Not covered	Not covered

## Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a <b>designated</b> facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible -in designated facilities <b>only</b>
Bone marrow transplants-must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

## Mental health care and substance use disorder treatment

Benefits	In-network	Out-of-network
<b>Inpatient</b> mental health care and <b>inpatient</b> substance treatment	100% after in-network deductible	80% after out-of-network deductible
		Unlimited days
Residential psychiatric treatment facility <ul style="list-style-type: none"> <li>covered mental health services <b>must</b> be performed in a residential psychiatric treatment facility</li> <li>Treatment must be preauthorized</li> <li>subject to medical criteria</li> </ul>	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> <li>Facility and clinic</li> </ul>	100% after in-network deductible	100% after in-network deductible in participating facilities <b>only</b>
<ul style="list-style-type: none"> <li>Physician's office</li> </ul>	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance use disorder treatment-in approved facilities <b>only</b>	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

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## Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment-when rendered by an approved board-certified behavioral analyst-is covered through age 18, subject to preauthorization	Not covered	Not covered
<b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	Not covered	Not covered
Other covered services, including mental health services, for autism spectrum disorder	Not covered	Not covered

## Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.		
<b>Note:</b> When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a <b>combined</b> 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible
		<b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a <b>combined</b> 30-visit maximum per member per calendar year	
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
<b>Note:</b> DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.		
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible



## Simply Blue HSA with Prescription Drugs

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Specialty Pharmaceutical Drugs** - The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Express Scripts. (Express Scripts is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy). If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

**Select Controlled Substance Drugs** - BCBSM will limit the initial fill of select controlled substances to a 15-day supply. The member will be responsible for only one-half of their cost-sharing requirement typically imposed on a 30-day fill. Subsequent fills of the same medication will be eligible to be filled as prescribed, subject to the applicable cost-sharing requirement. Select controlled substances affected by this prescription drug requirement are available online at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy).

## Member's responsibility (copays and coinsurance amounts)

**Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage.** Benefits are not payable until you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are required to pay applicable prescription drug copays and coinsurance amounts which are subject to your annual out-of-pocket maximums.

**Note:** The following prescription drug expenses will not apply to your Simply Blue HAS deductible or annual out-of-pocket maximum

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- the 20% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	After deductible is met, you pay \$10 copay	After deductible is met, you pay \$10 copay	After deductible is met, you pay \$10 copay	After deductible is met, you pay \$10 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay \$20 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay \$20 copay	After deductible is met, you pay \$20 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	After deductible is met, you pay \$40 copay	After deductible is met, you pay \$40 copay	After deductible is met, you pay \$40 copay	After deductible is met, you pay \$40 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay \$80 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay \$80 copay	After deductible is met, you pay \$80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	After deductible is met, you pay \$80 copay	After deductible is met, you pay \$80 copay	After deductible is met, you pay \$80 copay	After deductible is met, you pay \$80 copay plus an additional 20% of the BCBSM approved amount

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Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
31 to 83-day period	No coverage	After deductible is met, you pay \$160 copay	No coverage	No coverage
84 to 90-day period	After deductible is met, you pay \$160 copay	After deductible is met, you pay \$160 copay	No coverage	No coverage

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs \* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services				
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
FDA-approved <b>generic</b> and <b>select brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved <b>brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% of approved amount	Not covered	100% of approved amount	80% of approved amount

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Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved <b>generic</b> and <b>select brand name</b> prescription contraceptive medication (non-self-administered drugs are Not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved <b>brand name</b> prescription contraceptive medication (non-self-administered drugs are Not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance <b>plus</b> an additional 20% prescription drug out-of-network penalty
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance <b>plus</b> an additional 20% prescription drug out-of-network penalty for insulin or other covered injectable legend drug

**Note:** Needles and syringes have no copay/coinsurance.

\* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

## Features of your prescription drug plan

Custom Drug List	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <li>• <b>Tier 1 (generic)</b> - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment.</li> <li>• <b>Tier 2 (preferred brand)</b> - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance.</li> <li>• <b>Tier 3 (nonpreferred brand)</b> - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.</li> </ul>
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. <b>Step Therapy</b>, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a>.</p>
Drug interchange and generic copay/ coinsurance waiver	<p>BCBSM's drug interchange and generic copay/ coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/ coinsurance. In select cases BCBSM may waive the initial copay/ coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you <b>MUST</b> pay the <b>difference</b> in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <b>plus</b> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> If your physician requests and receives authorization for a nonformulary brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, You pay only your applicable copay. <b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.



## APPENDIX I



### **DELTA DENTAL PPO (Point-of-Service) Summary of Dental Plan Benefits For Group # 0001133-0001**

#### **City of Grosse Pointe Woods**

This Summary of Delta Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist's submitted fee and Delta Dental's allowance for each service. Delta Dental's allowance may vary by the dentist's network participation. PLEASE NOTE – If you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount Delta Dental allows and the amount the Nonparticipating Dentist charges, in addition to any Copayment or Deductible.

**Control Plan** – Delta Dental of Michigan

**Benefit Year** – July 1 through June 30

**Covered Services** –

	<b>PPO Dentist</b>	<b>Premier Dentist</b>	<b>Nonparticipating Dentist</b>
	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays*</b>
<b>CLASS I</b>			
<b>Diagnostic and Preventative Services</b> – includes exams, cleanings, fluoride and space maintainers	75%	75%	75%
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	75%	75%	75%
<b>Brush Biopsy</b> – to detect oral cancer	75%	75%	75%
<b>Radiographs</b> – X-rays	75%	75%	75%
<b>CLASS II</b>			
<b>Minor Restorative Services</b> – fillings and crown repair	75%	75%	75%
<b>Endodontic Services</b> – root canals	75%	75%	75%
<b>Periodontics Services</b> – to treat gum disease	75%	75%	75%
<b>Oral Surgery Services</b> - extractions and dental surgery	75%	75%	75%
<b>Major Restorative Services</b> – crowns	75%	75%	75%
<b>Other Basic Services</b> – misc. services	75%	75%	75%
<b>Relines and Repairs</b> – to bridges and dentures	75%	75%	75%
<b>CLASS III</b>			
<b>Prosthodontic Services</b> – includes bridges, implants and dentures	75%	75%	75%
<b>CLASS IV</b>			
<b>Orthodontic Services</b> – includes braces	50%	50%	50%
<b>Orthodontic Age Limit</b>	No Age Limit	No Age Limit	No Age Limit

\*When you receive services from Nonparticipating Dentists, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what you dentist charges, which means that you will be responsible for the difference.

Customer Service Toll-Free Number

800-524-0149

[www.deltadentalmi.com](http://www.deltadentalmi.com)

## **APPENDIX I**

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.
- Bitewing X-rays are payable twice in any period of 12 consecutive months. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Composite resin (white) restorations are optional treatment on posterior teeth.
- Porcelain crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Website or contact your benefits representative to get a copy of our Passport Dental Information Sheet.

**Maximum Payment** - \$1,000 per person total per benefit year on all services except orthodontics. \$1,000 per person total per lifetime on Orthodontic Services.

**Deductible** - None.

**Waiting Period** - Employees who are eligible for dental benefits are covered on the first day of employment.

**Eligible People** -All full-time employees of the Contractor and those part-time employees working at least 20 hours per week who choose the Dental Plan and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable. The Contractor pays the full cost of this plan for full-time employees. Part-time employees pay the full cost of this plan.

Also eligible are your legal spouse and your children under age 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application card or separately on individual application cards, but not both. Your dependent children may only be enrolled on one application card. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract.

Benefits will cease on the last day of the month in which the employee is terminated.

Revising Eligible People effective January 1, 2011.



# CITY OF GROSSE POINTE WOODS EMPLOYEE HANDBOOK

## MISSION STATEMENT

Our mission is to serve the people of the City of Grosse Pointe Woods honestly, effectively, and with integrity in order to provide for an attractive, clean, safe, secure, and enriching environment that assures a high quality of life.

## 1. INTRODUCTION

### 1.01 Purpose

The general purpose of this Employee Handbook (Handbook) is to introduce Employees to the policies and procedures that guide actions concerning personnel matters for the City of Grosse Pointe Woods (the City). The Handbook is also intended to serve as a mechanism for promoting favorable Employee relations by providing comprehensive information to Employees regarding their employment. This Handbook does not and cannot provide a policy for every situation that may arise; rather, it is designed to give you an overall understanding of our policies. This Handbook, or any other written or verbal communication by the City, is not intended as and does not create a contract of employment, either express or implied. The City reserves the right to change, modify, or discontinue the provisions of this Handbook, and any other personnel policy or benefit, with or without notice.

As an Employee of the City of Grosse Pointe Woods, you are responsible for reading this Handbook carefully and becoming familiar with its contents. If there is any item that you do not understand, or if you have a general question regarding your employment, please discuss it with your Supervisor. A copy of this Handbook shall be made available to each Employee of the City.

Upon receipt, the Employee must sign and return an **Acknowledgement of Receipt of Employee Handbook** form standard certifying his/her receipt of and review of the Handbook (see ~~"Acknowledgement of Receipt of Employee Handbook"~~ **(see Attachment A)**). That certification shall be placed in the Employee's personnel file.

### 1.02 Application of Policies

These policies and procedures apply to all of the City's Employees unless otherwise specifically provided. These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

It is possible that a conflict may arise between an item in this Handbook and an item in an insurance plan document, collective bargaining agreement, or other legal document. If such a discrepancy arises, the provisions contained herein do not replace or supersede the terms of any other such document or provision, which may take precedence, in which case the applicable provisions of the subject agreement shall govern.

In all other areas, these policies should be referred to as guidance in personnel policy matters. The policies contained herein shall govern regardless of past practices or former policies. Any conflict in one area does not nullify the other items in this Handbook.

### 1.03 Severability

If one or more provisions of this Handbook are superseded by or are in conflict with state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the Handbook shall remain in effect.



#### **1.04 Governance**

The City of Grosse Pointe Woods operates under a City Council-City Administrator form of government. The City Council, comprised of the Mayor and six City Council Members, are elected every four years. The Council is responsible for determining policies and adopting ordinances needed to maintain the health, safety, and welfare of the citizens. The City Administrator is the Chief Administrative Officer of the City government and is responsible for efficient administration of all City departments; the enforcement of all City laws and ordinances; the enforcement of any franchises, contracts or agreements; and the recommendation of the annual City budget and its management. The City Administrator also performs other duties as prescribed by law, City Charter, City Ordinances, or City Council.

The City also has other Appointed Officials that work in concert with the City Council and the City Administrator, City Assessor, City Attorney, City Clerk, ~~City Engineer~~, and the Treasurer/Comptroller.

In order to comply with City Charter requirements, requests from employees should be initially cleared through the Department Head, Supervisor, and/or City Administrator's office.

## **2. HIRING AND EMPLOYMENT**

### **2.01 At-Will Employment**

The City of Grosse Pointe Woods is an "at-will" employer. This means that any Employee may be terminated at any time for any reason or for no reason at all, with or without notice and with or without cause, unless a collective bargaining agreement and/or employment contract states otherwise.

Similarly, any Employee may resign his/her employment with the City at any time for any reason or for no reason at all, with or without notice, and with or without cause. The City encourages at least two (2) weeks' notice of resignation.

This "at-will" employment relationship with the City may not be changed by any written document, oral representation, or by conduct unless the City Council specifically acknowledges such change in writing. Nothing in this manual should be interpreted as being inconsistent with "at will" employment. The Employee shall execute the "Acknowledgement **of the At Will Employment Policy (see Attachment B) Receipt of Employee Handbook**" form attached at the commencement of employment with the City and periodically from time to time.

Employees subject to collective bargaining agreements and/or employment contracts should consult those documents for alternative processes that may apply.

### **2.02 Employee Types**

The City's organization is comprised of different types of Employees, depending upon employment arrangements. Unless specified otherwise or addressed by a collective bargaining agreement or ordinance or other employment contract, all Employees, **with the exception of elected officials**, are subject to the conditions outlined in this Handbook, and, (with the exception of Appointed Officials), are subordinate to the City Administrator the department's Appointed Official, and Department Heads. The various Employee types are described below.

The charter defines Appointed Officials as: the City Administrator, City Assessor, City Attorney, City Clerk, ~~City Engineer~~, and Treasurer/Comptroller.

- **Full-time Employees**

Full-time Employees are regularly scheduled to work either thirty-seven and one half (37.5) or forty (40) hours per week depending upon their job classification. Full-time Employees are eligible for the City's Employee benefits program, as outlined in later sections.

- **Part-time Employees**

Part-time Employees are regularly scheduled to work less than one thousand two hundred three hundred fifty (1,350) ~~(1,200)~~ hours of work per annum, **subject to budget appropriations**. Part-



time Employees are eligible for some Employee benefits on a prorated basis as specified in later sections.

- **Seasonal or Temporary Employees**  
Seasonal or temporary Employees may be scheduled to work on a full or part-time basis, as dictated by operational needs. Seasonal or temporary Employees are not considered full- or part-time Employees, and are not eligible for Employee benefits.
- **Auxiliary Police Officers**  
Auxiliary Police Officers are not considered full-time, part-time, or seasonal Employees of the City and are not eligible for Employee benefits.

### **2.03 Equal Employment Opportunity**

It is the policy of the City that all aspects of employment are to be based on equal opportunity for all. Recruitment, hiring, and employment are based on the best qualified individuals without regard to race, color, national origin, religion, sex, age, height, weight, marital status, disability, veteran status, or any other classification protected by state or federal law.

### **2.04 Accommodation of Disabilities**

State and federal law require employers, under certain circumstances, to provide reasonable accommodations to Employees. Any Employee with a request for an accommodation should do so in writing and submit it to the City Administrator's office with a copy to their Supervisor as soon as is reasonably possible. All requests will be considered by the City.

### **2.05 Application for Position Opening**

All applicants seeking employment with the City must complete a standard job application form, available in the City's administrative offices and on the City's Web site. Additional information may be required depending on the particular position.

In the case of a position opening, in most cases, the job will be posted internally and publicly advertised; ***however there is no obligation on the part of the City to follow this protocol.***

Some positions will require job-related testing and a pre-commencement physical examination and all positions will require a pre-employment drug screen. The cost of any pre-commencement physical examination and drug screen will be at the expense of the City.

### **2.06 Physical Examination and Drug Screening**

Once employment commences, depending upon the job classification and licensing requirements, the City reserves the right to require a drug screen and/or a fitness for duty examination. Drug screens and/or physical examinations may also be required for Employees seeking reinstatement to a position, returning to work after a work-related accident, a Family Medical Leave Act (FMLA) leave of absence, or any other extended leave; or when the City has a reasonable suspicion that its drug policy has been violated. Employees may be subject to random drug testing mandated by state or federal regulations.

### **2.07 Driving Record**

A valid driver's license is mandatory for all Employees who are expected to drive a vehicle as a function of their job. Employees required to operate a City owned vehicle or their own vehicle for official City business are expected to maintain a satisfactory driving record. The City may review driving records of Employees required to drive City vehicles prior to hire and thereafter as deemed necessary.

Employees who have had their legal right to drive in any way limited, suspended, or revoked must immediately notify their Supervisor. Depending on the circumstances, poor driving records or limitations on one's legal right to drive may result in the revocation of permission to drive a City vehicle, job reassignment, or termination. Failure to report license limitations, suspensions, or revocation will be considered an intentional misrepresentation, and will result in appropriate disciplinary action.

### **2.08 Nepotism**

In accordance with the City Charter (Section 5.12), relatives of any elected official or of his/her spouse,



or of the City Administrator or of his/her spouse, are disqualified from holding any appointive office or any employment during the term for which said elective official was elected or during the tenure of office of the City Administrator. "Relative", **is defined as;** includes child, grandchild, parent, grandparent, brother, sister, half brother, or half sister. All relationships include those arising from adoption or other legal arrangement.

Relatives or their spouses who are appointed officers or Employees of the City at the time of the election of said elective official or appointment of said City Administrator, respectively, are not disqualified from employment. However, direct reporting relationships between relatives are strictly prohibited and relatives shall not be employed within the same department unless otherwise approved by the City Administrator.

## **2.09 Disciplinary Action**

It is the intention of the City to utilize disciplinary action in a constructive manner; ideally, to motivate the Employee toward proper conduct in the future. However, as an at-will employer, the City may dismiss any Employee at any time, with or without reason and with or without notice.

The City reserves the discretion to react to a situation, as circumstances require; this may include immediate dismissal. The type of formal action, the sequence, and the time elapsed between disciplinary actions may vary depending upon such factors as the nature of the problem, its degree of seriousness, and past performance. Supervisors are not required to go through all of the steps and discipline may begin at any step of the procedure. Disciplinary actions may include any or all of the following:

Oral Reprimand is a verbal notice to an Employee that his/her behavior or performance must be improved or corrected. A written notation of the oral reprimand will be recorded and placed in the Employee's personnel file.

Written Reprimand is a written notice to an Employee that his/her behavior or performance must be improved or corrected. A written reprimand shall be placed in the Employee's personnel file.

Suspension is the temporary removal of an Employee from duty. Suspensions may vary in length, may be with or without pay, and are subject to confirmation by the City Administrator.

Discharge (also may be referred to as Dismissal or Involuntary Termination) is the removal of an Employee from the employ of the City. Discharge may occur at any time, with or without reason or notice. However, discharge is most typically used when other means of improving the Employee's behavior or performance have failed, or when the nature of the misconduct warrants this action.

This section is not intended to serve as a supplemental policy to collective bargaining agreements.

## **2.10 Employee Complaint Procedure**

The City recognizes that from time to time an Employee may encounter a problem, question, or complaint that, if left unresolved, could affect job satisfaction and work performance.

The City encourages that any differences or misunderstandings be resolved as soon as possible in an informal manner and at the appropriate level. Discussion with your immediate Supervisor should be the first step to resolution. However, if the concerns cannot be resolved at that level, or if you are not comfortable with discussing the matter with your Supervisor, contact your Department Head or Appointed Official, or City Attorney, or in limited situations, the Elected Officials for assistance, if necessary. **In some instances** the assistance of the City Administrator **may** will be requested. In some cases, you may be asked to provide your complaint in writing.

Employees appointed directly by City Council should first present their issue to the Mayor. If the matter is not resolved at that level, Council appointees may wish to present it to the City Council, which has the sole discretion to determine whether to consider the issue.



This section is not intended to serve as a supplemental policy to collective bargaining agreements.

### **2.11 Personnel Files**

Official personnel files containing job performance records, general payroll, and related employment information are maintained for all Employees in the Treasurer/Comptroller's office. These files are considered confidential with access allowed for very limited reasons to select persons in accordance with federal and state laws.

In some cases, Supervisors may maintain certain personnel information in departmental files. No medical information shall be housed in departmental files.

Medical records, including paper and electronic information, and documents associated with health insurance are kept in a separate, strictly confidential file, accessible only to the Treasurer/Comptroller or his/her designee on a strictly need-to-know basis, and in accordance with approved HIPAA standards and other regulations.

The Treasurer/Comptroller is the contact for personnel files. The City is committed to complying with all statutory privacy requirements regarding this type of information.

Employees and former Employees are entitled to review their file's contents upon reasonable notice. The City Administrator, the Treasurer/Comptroller, or his/her designee will observe the review of personnel files. Employees may not remove any material contained in their file but may comment in writing about the contents of the file and request inclusion of such comment within the file.

No Employee, except those specifically authorized by the City Administrator, the Treasurer/Comptroller, **the City Clerk** or the FOIA Coordinator, shall provide or disclose information contained within another Employee's personnel records. All requests or inquiries related to personnel records, including Freedom of Information Act (FOIA) requests, shall be forwarded to the City Administrator's office **and** or the City Clerk's office. A violation of this policy may/will result in disciplinary action, up to and including discharge.

With regard to personnel file information and related employment information, the City will disclose that information only upon receipt of a release or authorization form signed by the Employee or former Employee or upon a Circuit Court order.

Employees shall notify their Supervisor or Department Head and the Treasurer/Comptroller of any changes in the following:

- Name, address and telephone number
- Emergency contact information
- Marital status for benefit participation
- Number of dependents
- Insurance beneficiaries
- Military status

### **2.12 Voluntary and Involuntary Termination**

The City encourages at least two weeks' written advance notification of an Employee's resignation to ensure a smooth transition. The City encourages Department Heads to give a 30-day written advance notice. The City is an at-will employer, and Employees may resign their employment at any time, with or without notice, and with or without reason. For any Employee who terminates, the Employee will be paid for time actually worked and, in addition, will be paid for:

- Any earned vacation time;
- Fifty percent of earned sick time exceeding 15 days for less than ten (10) years of service;
- One hundred percent of earned sick time exceeding 15 days for more than ten (10) years of



service;

In the case of retirement, the City encourages at least thirty (30) days written advance notice.

### **2.13 Appeal of Discharge**

Under Section 4.5 of the City Charter, all personnel employed by the City who are not elected officers of the City or declared to be administrative officers by or under the authority of this section of the charter shall be deemed to be Employees of the City. The head of each department shall have the power to hire and discharge the Employees of his or her department with confirmation by the City Administrator. Any Employee who has been discharged may within ten days thereafter petition the Council to hear the facts regarding such discharge, and in any such case the Council may, in its own discretion, hold a hearing and inquire into such facts and may make such recommendation in the manner as it considers proper. Any collective bargaining agreement will govern. Contracts containing a grievance procedure are precluded from this appeal process.

### **2.14 Exit Interview**

Employees who are separating from employment with the City are encouraged to engage in an exit interview with his/her Supervisor/Department Head and/or the City Administrator.

### **2.15 Return of Property**

An Employee separated from employment with the City must return any City-owned equipment, identification, property, keys, cell phones, laptop computers, passwords, and any other items in his/her possession prior to their separation.

## **3. STANDARDS OF CONDUCT AND GENERAL OPERATING PROCEDURES**

### **3.01 Rules of Conduct**

The City has certain rules of conduct that must be followed if the organization is to operate in a safe, efficient, and orderly manner. Employee cooperation is essential; therefore, each Employee is urged to familiarize himself/herself with the Rules of Conduct listed below. Based on common sense and good judgment, these rules are designed to protect the integrity of the City.

An Employee committing any of the following offenses may be subject to disciplinary action including immediate disciplinary suspension, demotion, or discharge. As well, as an at-will employer, the City may dismiss any Employee at any time, with or without reason, and with or without notice. This list is not all-inclusive; it is provided as a guide to some instances that may result in immediate disciplinary action.

- Insubordination and/or being in disregard of, or inattentive to, working directions and instructions received from a Supervisor or refusal to comply with same.
- Rudeness to or mistreatment of others, offensive language, or conduct;
- Possession of, dispensing, consuming, or being under the influence of alcohol or narcotics, or any other violation of the City's drug and alcohol policies Dishonesty;
- Willful damage or defacing of property or facilities, carelessness, or negligence with City money or property;
- Sexual, racial, religious, verbal, physical, or visual forms of harassment directed at any person associated with the City. See Appendix **A B** for the City's Sexual **Harassment and Discrimination Policy**, **Unwanted Conduct Policy**;
- Use of City time, materials, facilities, or equipment for non-City work related purposes, except with the permission of the City Administrator;
- Knowingly falsifying, removing, destroying, or misusing confidential information or work-related records or reports;
- Suspension of driver's license where job duties require driving;
- Unsatisfactory performance ratings or other poor work performance, inefficiency, or incompetence;
- Failure to cooperate with other governmental agencies or the press according to City policies;



- Inducing or attempting to induce other Employee(s) to commit unlawful acts or violate City rules or regulations;
- Accepting gifts, fees, valuables, or any form of payment intended to gain favorable treatment, or otherwise displaying favoritism. **See the provisions of 3.09;**
- Neglect of duty;
- Violation or neglect of safety rules, or contributing to hazardous conditions;
- Theft;
- Irregular attendance, excessive absenteeism, excessive tardiness, or absence without notification or permission;
- Posting or removing bulletin notices without proper authorization;
- Fighting, disorderly conduct, and other acts of violence;
- Gambling while on duty;
- Sleeping on duty;
- Violation of other conditions or procedures specified within this policy manual;
- Unauthorized possession of weapons;
- Smoking on or in City property and buildings except in designated areas.

Weapons are prohibited on City property regardless of whether the person has obtained a license or permit to carry a concealed weapon, except for: law enforcement personnel; any official security personnel engaged in official duties who are named as security personnel by the City; or, any person engaged in military activities sponsored by the federal or state government while engaged in official duties.

On-duty shall mean the hours between which an Employee reports for work and the time the Employee leaves work, including overtime work and call-outs for special situations, such as emergencies, special events, or required attendance at meetings of, or on behalf of, the City of Grosse Pointe Woods, regardless of whether or not such special situations occur before, during, or after normal working hours.

### **3.02 Sexual Harassment and Unwanted Conduct ~~Discrimination~~**

1. The City will not tolerate harassment of any of its Employees, either by another Employee, elected official, member of the public, or other visitor to the City. Each Employee has a right to work in an environment free from harassment and the City is committed to providing such an environment. This policy applies equally to all unlawful forms of unwanted conduct including any conduct, verbal or physical, which is reasonably offensive or objectionable to the recipient, or which reasonably causes the recipient discomfort or humiliation, or which reasonably interferes with the recipient's work performance.
2. The City has a detailed Sexual Harassment and **Discrimination** Unwanted Conduct Policy that is attached to this Handbook as Appendix B-**A**.

Any Employee who believes that he or she has suffered harassment should report the incident to their Supervisor, Department Head, or the City Administrator's office as soon as possible. The City will not tolerate retaliation against any Employee who makes a complaint of harassment.

The City considers harassment to be a serious offense, which may result in disciplinary action up to and including dismissal, regardless of the offender's position within the City.

The sexual harassment policy is straightforward: sexual harassment in any form will not be tolerated. Harassment on the basis of sex is a violation of the law. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute harassment when:

- submission to the conduct is made either directly or indirectly as a condition of employment;
- submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed Employee;
- the harassment substantially interferes with the Employee's work performance or creates an intimidating, hostile, or offensive work environment.

The City will investigate any alleged incident of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature brought to its attention and will take appropriate action. The City considers sexual harassment to be a serious offense that may result in the termination of an offender's employment.

The purpose of this policy is to establish prevention against sexual harassment and unwanted conduct in the City working environment.

### **3.03 Workplace Violence**

The City is committed to reducing the potential for workplace violence. The City therefore prohibits any acts or threats of violence by any party directed toward Employees, citizens, elected officials, or visitors to the City's facilities. The City is committed to providing a safe and secure work environment and will take prompt remedial action against any Employee who engages in threatening behavior or acts of violence. The City has therefore instituted a Policy against Workplace Violence that is attached to this Handbook as Appendix *C B*.

### **3.04 Drug-Free Workplace**

The City of Grosse Pointe Woods is dedicated to maintaining a safe and drug-free workplace, and complies with all state and federal laws. The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and on the City's property.

Employees are not allowed to come to work under the influence of any controlled substances or alcohol and may incur disciplinary action up to and including discharge for doing so.

Employees using properly prescribed medications must disclose to their Supervisor or Department Head if the use of said medications could affect job performance. Any disclosure regarding the use of prescribed medications will be kept confidential.

Persons who suspect that they may have an alcoholism or drug dependency problem, even in its early stages, are encouraged to seek diagnosis and follow through with the treatment that may be prescribed by a qualified professional in order to resolve the problem as early as possible.

Any person having these problems will receive the same careful consideration and offer of treatment that is presently extended under existing benefit plans to those having other physical disabilities. The same benefits and insurance coverages that are provided for all other diseases under the established benefit plan will be available for individuals who accept medically approved treatment of alcoholism or drug dependency according to the existing health plan.

### **3.05 Political Activity, Solicitations & Literature**

In general, the workplace should remain free of pressures to participate in or contribute to other Employees' personal interests, including political activities. If any Employee should encounter activities they find offensive, they should report the matter to their Supervisor, Department Head, or Appointed Official.

With regard to political activity, Employees are encouraged to exercise their right to freely participate in local, state, and national political activities as a private citizen. However, to ensure the integrity and impartiality of the City, City Employees shall not use their City titles or otherwise apply their position as an Employee of the City to political activities. Employees involved with political activity shall neither claim to represent the City nor claim their views or opinions reflect the views or opinions of the City. Equipment, materials, and supplies belonging to the City, including the City's letterhead and City's emails, shall not be used in support of political activities.

Further, Employees are prohibited from engaging in political activities during work hours. This includes attending meetings, making phone calls, distributing literature or campaign paraphernalia, producing



ads, or preparing mailings.

Employees shall not wear or display political literature, posters, signs, buttons, or related items during work hours or on a City uniform after work hours, nor shall they affix political literature, posters, signs, buttons, or related items to City-owned property, including vehicles and buildings.

Solicitation and/or distribution of political literature are prohibited during working hours or in work areas. Working hours include the actual working time (excluding designated breaks or meal periods) of both the individual performing the solicitation and/or distribution and the Employee to whom it is directed. ~~No appointive City officer or Employee shall seek an elective office of the City unless he/she resigns his/her position with the City on or before the last date for filing petitions.~~ ***No appointive City officer or employee shall be confirmed to an elective office of the City unless he/she resigns his/her position with the City prior to the swearing in of that person following a successful election campaign.***

Employees are not allowed to collect donations or sell merchandise to the public during working hours unless authorized by the City Administrator.

### **3.06 Confidentiality**

A limited number of Employees have access to personnel information and documentation which may contain confidential, private, and sensitive information. Employees are expected to conduct themselves with the utmost professionalism and exercise confidentiality and discretion with the information entrusted to them.

Information, even "public information," is to be used for City business only and is to be disseminated and released according to departmental protocol. In some instances, a Freedom of Information Request (FOIA) is required. Clearance from a Supervisor or Department Head is required prior to releasing information not specifically covered in a departmental procedure.

Employees may also have access to internal information, such as other Employees' addresses, phone numbers, etc. This information may not be used for personal reasons or be released to anyone without proper authorization.

### **3.07 News Media Inquiries & Formal External Communications**

To ensure consistency and accuracy in the release and handling of City information, all requests for information made by members of the news media, non-standard requests for information from the public or other organizations or entities, or other formal external communications on behalf of the City shall be channeled through the appropriate Appointed Official.

### **3.08 Public Requests for Accommodation**

The City is committed to complying with the Americans With Disabilities Act (ADA) and Michigan Persons with Disabilities Civil Rights Act with regard to inclusion and access for individuals with disabilities to City programs, services, and facilities. Providing comprehensive customer service to a person with a disability may include providing reasonable accommodations to enable them to participate in programs and activities or obtain services and information offered to the public. Employees should be prepared to address these types of requests and provide services to individuals with disabilities.

When an Employee cannot make an immediate accommodation, persons requiring an accommodation should be referred to the City Administrator's office where they can formally make their request.

### **3.09 Gifts and Gratuities**

As public Employees, it is imperative that services are rendered and business contracts awarded without favoritism or the suggestion that gifts and/or gratuities are expected in return. To guard against even the appearance of such favoritism, Employees of the City must neither solicit nor accept any personal gift from any individual, business, firm, or organization having business, or endeavoring to

secure business with the City, or for any service rendered by the Employee while on duty. If a gift, gratuity, or tip arising out of an Employee's work with the City is mailed or personally delivered to an Employee at his/her home or at work, he/she is expected to promptly report the incident to the Supervisor or Department Head. The City Administrator or City Council may, at their discretion, approve the acceptance of general group gifts. The acceptance of minor gifts such as homemade candy, cookies, fruit, and vegetables is generally permissible if the gift has minor financial value. Infrequent business breakfasts or lunches may also be accepted if the gratuity is reported to the Employee's immediate Supervisor or Department Head.

### **3.10 Conflicts of Interest**

If at any time an Employee believes there is a conflict of interest between the work they perform for the City and an outside personal interest, they must immediately report the conflict to their Supervisor or Department Head. Even the appearance of impropriety is unacceptable so all potential conflicts, no matter how remote they may seem, should be reported.

An actual or potential conflict of interest occurs when an Employee is in a position to influence a decision that may result in a personal gain for that Employee, or for a relative, because of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood, marriage, or other legal arrangement or whose relationship with the Employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an Employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he/she discloses any actual or potential conflict of interest to the department's Appointed Official as soon as possible so that safeguards can be established to protect all parties.

The materials, products, designs, plans, ideas, methods, procedures, and data of the City are the property of the City and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an Employee has personally gained by such action, constitutes unacceptable conduct. Freedom of Information Act (FOIA) procedures shall be followed.

### **3.11 Outside Employment**

The City expects its full-time Employees to treat their positions with the City as their primary job and give them exclusive focus while on City work time. Employees are prohibited from engaging in other work activities during work hours or utilizing City equipment, resources, or information to further private pursuits.

In all cases, outside activities or employment shall not detract from an Employee's availability for work, efficiency at work, or create even the appearance of impropriety.

If an Employee does obtain employment outside of the City, the Employee is required to notify his immediate Supervisor or Department Head of said employment. If the City determines that an Employee's outside work interferes with performance or the ability to meet the requirements of the City, the Employee may be asked to terminate the outside employment if he/she wishes to remain employed with the City.

Outside employment will present a conflict of interest if it has an actual or potential adverse impact on the City.

### **3.12 Attendance**

All Employees are expected to attend each day of scheduled work unless they receive pre-authorized leave. In the event an unexpected absence occurs, Employees must notify their Supervisor with as much notice as possible.

Unnecessary, habitual, or frequent tardiness or absence will result in appropriate disciplinary action up to and including discharge.

In all cases, a Personnel Absence Authorization form is required to be forwarded to Payroll.

### **3.13 Personal Appearance**

The appearance and demeanor of City Employees is important to demonstrating the professionalism of the City and commitment to public service. Employees are expected to report for work each day with an appropriate appearance for his or her position. Attire should be consistent with job responsibilities and should not jeopardize the safety of the Employee or distract others.

### **3.14 Personal Hygiene**

Cleanliness is necessary for any position in the City. Personal hygiene shall be tended to not only for the individual's comfort but also for the protection and safety of fellow Employees. Body odors, strong perfume, or smoke may be particularly offensive to the public and co-workers. Employees should take pride in their personal appearance and ensure cleanliness and neatness of hair, shoes, clothing, and uniforms.

### **3.15 Use of the City's Resources**

Vehicles, materials, facilities, and equipment owned by the City shall be used for public purposes only. Further, City Employees shall only perform work related to City business while on work time. Specific examples include the following:

- Mail - Employees may not use the City's postage, letterhead, or envelopes for personal mail.
- Phone - All phone lines are to be kept available for the City's business. Employees may make and receive occasional local personal calls from phones while on break; however, these calls must be occasional and of reasonable duration. Employees are required to reimburse the City for any costs incurred as a result of phone use. Personal long distance calls at the City's expense are not permitted unless authorized by the Department Head.
- Vehicles – City-owned vehicles are to be used for official City business only, unless otherwise approved by the City Council or Appointed Official. Only the Employee to whom the City vehicle is released shall operate the vehicle.
- Equipment, Facilities and Supplies - Equipment, facilities, and supplies are the property of the City and are to be used for public service only and according to the established policy. This includes computers, e-mail, the Internet, fax machines, and other technological items owned by the City. Employees are not permitted to install personal software on computers without approval by the City Administrator. A designated officer of the City has the authority to check any computer file, including e-mail, at any time. Refer to the detailed policy below and in Appendix D–C.
- Personnel – City personnel are only to perform work related to City business and/or projects while on work time.

### **3.16 Information Systems Policies**

Many Employees have access to a computer with an internet connection and e-mail system. These resources are provided to enhance customer service, general operational efficiency, and individual productivity and are to be used primarily for City business.

Internet activity and electronic mail, documents, and other information created or distributed through the City's information system(s) is the property of the City and may be accessed, monitored, and reviewed. There is no guarantee of security or confidentiality with regard to any of the above, nor should there be any expectation of privacy.

Except as otherwise required by an Employee's specific job duties and with the explicit permission of their Supervisor or Department Head, the City prohibits Employees from viewing, saving, distributing, transmitting, downloading, or accessing remarks, images, content, or other items that are defamatory,

offensive, disruptive, pornographic, sexually explicit, racially or ethnically biased, or harassing or offensive in any way, either graphic or in text, illegal or pirated, or any other illegal or improper use.

The use of City computer equipment is a privilege that may be suspended or revoked at any time. Upon termination of employment, a user's access to the system, account information, and passwords will be terminated.

See the City's detailed Information Technology Policy in the attached Appendix D. C. Employees are responsible for being familiar with and adhering to all policies and procedures contained therein.

### **3.17 Care of Equipment**

The City of Grosse Pointe Woods possesses and maintains a wide array of costly equipment and vehicles. Employees are expected to follow prescribed procedures for equipment and vehicle usage, refrain from equipment abuse, and guard against equipment loss.

Should an Employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate Supervisor or Department Head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment may result in disciplinary action, up to, and including discharge.

### **3.18 Smoking**

The City acknowledges the health and safety benefits of a smoke-free workplace. Therefore, smoking is prohibited in all City buildings and City vehicles.

Employees wishing to smoke on City-owned property must do so during their break periods, and in designated smoking areas. All Employees are expected to properly extinguish and discard any litter resulting from smoking.

### **3.19 Safety**

Safety rules may be citywide standards or may apply to a specific department or activity. Each Employee must be familiar with applicable safety rules in their area and follow prescribed safety procedures.

Every Employee is responsible for reporting unsafe conditions to a Supervisor or Department Head. No Employee should perform any work tasks or take any action that endangers the Employee, another Employee, or the public. If an Employee has any safety concern, he/she should report it to a Supervisor or Department Head prior to engaging in the activity.

### **3.20 OSHA/MIOSHA and Right-To-Know**

The City is committed to workplace safety for all Employees and complies with all federal and state occupational safety standards and regulations, including all Employee "Right to Know" requirements in accordance with 29 CFR 1910.1200 and Michigan Public Act 154. The City posts notices to keep its Employees informed of their protections under these federal and state safety regulations. Such postings include Material Safety Data Sheets (MSDS) for all applicable hazardous materials. The City also maintains a Written Hazard Communication Program which can be accessed by any Employee at any time.

All Employees are expected to be familiar with departmental safety procedures and requirements. Employees should periodically reference departmental bulletin boards for such information. Employees with questions about safety requirements or procedures should always direct such questions to their departmental supervisor. The City has detailed a Written Hazard Communication Program that is attached to this Handbook as Appendix G. F

### **3.21 On the Job Injury and Property Damage**

In cases of emergency, call 911 and/or notify your immediate Supervisor or Department Head.



Employees are expected to immediately report any injury or accident to themselves or others (no matter how small) or damage to City property to their Supervisor or Department Head and to complete a written injury or accident report.

Related forms are available in the Treasurer/Comptroller's office and within department locations.

Treatment for job-related injuries is available through the City's designated medical facility. Information and maps are available in the Treasurer/Comptroller's office and within department locations. For a work-related injury, the Employee will be required to use the City's designated facility and/or medical care providers.

### **3.22 Return to Work, Light Duty, and Fitness for Duty**

Employees should return to work as soon as possible following any extended absence due to illness or injury. Employees absent for more than three work days due to illness or injury shall be required to provide verification of their fitness for duty, meaning their fitness to perform all essential job functions with or without accommodation, in writing from a qualified healthcare provider prior to resuming work. Under certain circumstances, the City may require a second opinion.

The City may allow Employees to return to work with restrictions in which the Employee can undertake tasks specified by the City, which are within the Employee's ability to perform, as certified by a qualified healthcare provider.

At times, a healthcare professional's opinion is needed to determine an Employee's continued fitness for duty. In these situations, Employees may be required to submit to a medical examination or "fitness for duty" evaluation as a condition of their continued employment.

### **3.23 Building Security**

The City will make every effort to provide for the security of its customers, visitors, Employees, and property, which may be monitored by surveillance cameras. All doors and windows should be secured at the close of business hours and Employees are encouraged to secure their own work area when working alone after hours. Employees should observe "Employee Only" areas and report any suspicious activities to a Supervisor or Department Head or to the appropriate authorities.

Any Employee who believes they are exposed to an immediate threat should call 911. Employees should know departmental level emergency procedures and follow them.

Keys to buildings, facilities, and equipment may be issued to some Employees. Employees are never to lend City keys to anyone, including fellow Employees without prior approval. Security information, keys, codes, etc., are to be closely guarded and never lent or disclosed without prior approval. Employees should immediately report lost or stolen keys or other security access items to their Supervisor or Department Head. All Employees leaving the employment of the City shall turn in all assigned keys and security access codes and items prior to receiving their final paycheck.

### **3.24 Identification Cards**

City Employees are issued identification cards upon hire, and should carry these cards during work hours. These cards help to promote a high standard of customer service by allowing City Employees to readily identify themselves to the public.

Employees are expected to take reasonable care that their identification cards are safe, secure, and in appropriate condition. If a card should be lost or damaged, notify your Supervisor or Department Head. Identification cards must be turned in to their Supervisor or Department Head at the conclusion of employment with the City.

### **3.25 Personal Articles in the Workplace and Search**

For the safety and security of its Employees and visitors, access to City premises is conditioned upon

its right to inspect or search workplace lockers, desks, computers, cabinets, and other storage areas which are the property of the City and may be opened and searched without notice or permission at any time. Employees should not have any expectation of privacy with regard to workplace computers, lockers, or storage, even if a personal lock or password is used.

No one shall bring alcohol, pornography, or other derogatory or sexually explicit materials, unauthorized firearms or other weapons, explosives, or other toxic or caustic chemicals into the workplace, including City parking lots or any other property, buildings, or facilities of the City.

Prohibited or illegal items or materials discovered through a search will be handled in accordance with Department of Public Safety protocols and procedures.

Some Employees may need to store their personal articles in common areas that are easily accessible to other Employees and/or the public. All Employees should be aware that they are in a public building/facility with open access to the public. The City will not be responsible for lost, damaged, or stolen personal property brought into the workplace. The City assumes no liability for damage that may occur to an Employee's personal property, including theft from Employee vehicles.

### **3.26 Social Security Number Privacy Policy**

The City has prepared a policy to ensure the protection of its Employees' Social Security numbers. Only persons authorized by the City Administrator shall have access to Social Security numbers and Social Security numbers will only be collected when required by federal or state law. See the City's detailed Social Security Number Privacy Policy attached as Appendix F ~~F~~.

## **4. COMPENSATION AND BENEFITS**

This manual provides only a short description of the benefits currently provided by the City and is not intended to amend or modify the terms of the benefit plans or underlying insurance policies. The terms and provisions of the insurance policies and benefit plans control regardless of any statement contained in this manual. The City reserves the right to amend, modify, or eliminate any benefit at any time at its sole discretion.

For union Employees, pay schedules and a brief description of the benefits are contained in the Collective Bargaining Agreement entered into between the City and the unions. Employees not subject to a Collective Bargaining Agreement should refer to information contained herein as well as the Employee Benefits guide.

### **4.01 Compensation**

Compensation of non-union Employees is determined by the City Administrator, Treasurer/Comptroller, ~~City Assessor~~, and City Clerk within the limits of budget appropriations and in accordance with the pay plan adopted by the City Council. An annual adjustment to pay may or may not be provided around July 1 each year. Adjustments may be made at other times as determined by the City Administrator with input from Supervisors/Department Heads, and within established budgetary guidelines. ~~Pay adjustments for Appointed Officials are recommended by the Compensation and Evaluation Committee and approved by City Council.~~

### **4.02 Pay Period**

Employees are paid every other Wednesday. Direct deposit is available to all Employees. See the Treasurer/Comptroller for the appropriate forms.

### **4.03 Mileage and Expense Reimbursement**

The City will reimburse Employees for authorized expenses incurred on behalf of the City, provided appropriate forms and receipts are submitted and approved. Forms for expense advances and reimbursements are available from your Supervisor or Department Head or the Treasurer/Comptroller. See Appendix H for more information.

#### **4.04 Break Periods/Work Day**

Employees are expected to report to work on time, leave for and return from lunch and breaks according to established schedules, and depart at the end of the day according to policies and schedules.

Employees may take a rest period, not to exceed fifteen (15) minutes, near the midpoint of each four (4) consecutive hours worked and a one-half (1/2) hour or one (1) hour lunch period near the middle of the work shift. Check with your Supervisor or Department Head for more specific departmental practices.

Rest periods may not be saved and aggregated, combined with lunch periods, or used at the beginning or end of a day except when pre-approved by the Supervisor or Department Head. Employees are expected to limit all lunch breaks and rest periods to the specified time limits. Timing and location of breaks are subject to operational needs and, in certain instances, an Employee may be required to delay or forego a lunch break or rest period.

Collective bargaining agreements may contain specific language regarding breaks. Refer to those documents for details.

#### **4.05 Overtime**

The Federal Fair Labor Standards Act (FLSA) provides guidelines for determining which positions within the workforce are eligible for overtime (non-exempt) and which are not paid for overtime work (exempt.) If you are unsure of your status, contact the Treasurer/Comptroller.

Non-exempt positions will be compensated for overtime work at the rate of time and one-half (1.5) for all time worked over eight hours in a day or all time over forty (40) hours in a week. Time worked on Saturdays is compensated at time and one-half and time worked on Sundays or a recognized holiday is compensated at double time if the employee has worked forty (40) hours in that work week.

If overtime is necessary, the Employee must have prior authorization from the Department Head or City Administrator. Employees responding to emergency conditions do not need prior authorization but are expected to obtain it as soon as possible. Compensatory time off in lieu of overtime pay may be permitted with prior permission of the Appointed Official.

### **UNPAID/PAID LEAVE TIME**

#### **4.06 Furlough Days**

Employees may be subject to unpaid furlough days at the discretion of the City Council. Please see your supervisor or the Treasurer/Comptroller's office for more details.

#### **4.07 Holidays**

The following holidays are recognized as paid holidays for regular full-time Employees immediately upon hire:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be taken as the holiday. When a holiday falls on a Sunday, the following Monday will be taken as the holiday.

#### **4.08 Vacation**



Vacation days with pay accrue to all regular full-time Employees according to the following schedule:

Length of Service	Vacation Days
1 year	10 days
4 years	15 days
9 years	20 days
14 years	25 days
19 years	27 days
24 years	30 days

During the first year of service, an Employee may take time earned on a prorated basis with permission of the Supervisor or Department Head. Vacation banks are replenished on June 1 each year and on a prorated basis as needed. Vacation leave must be taken in full or half day increments. A vacation leave day equals seven and a half (7.5) or eight (8) hours of pay, depending upon job classification, at the Employee's straight time rate of pay.

Employees are expected to utilize vacation leave time during the year in which it is earned unless an extension of the time for use is requested in writing by the Employee, recommended by the Department Head, and approved by the City Administrator.

Employees may accumulate their vacation time not to exceed thirty-five (35) working days. Prior approval to extend one's vacation accrual or to request payment must be given in writing by both the City Administrator and the Department Head.

While Employee preferences will be considered to every extent possible, vacations are to be scheduled with the understanding that the efficient and proper operation of the City has priority.

Cash payment in lieu of vacation may be made upon request of the Employee to the City subject to approval by the City Administrator and Treasurer/Comptroller. This cash payment is limited to one request each fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). Payment cannot be made for vacation days in excess of twenty-five percent (25%) of an employee's accumulated balance as of June 1<sup>st</sup> and said accumulated balance cannot exceed a maximum of thirty-five (35) days.

If a holiday is observed while an Employee is on approved vacation leave, the holiday will not be counted against the Employee's vacation leave.

Upon termination, Employees will be paid for any unused, accrued vacation time.

#### **4.09 Sick Leave/Personal Leave Days**

Paid sick leave is reserved for regular full-time Employees to use in the event of illness or to attend to medical, dental, or related health appointments. Employees earn sick leave with pay at the rate of one working day for each full month of continuous service immediately upon hire. Sick leave may accumulate to a maximum of 75 days. Sick leave may be used in increments as small as one hour (one quarter hour if FMLA leave of absence).

Employees should notify their Department Head or immediate Supervisor at least one hour prior to the beginning of their regular work if they are unable to report to work due to illness.

In some cases, the City may require substantiation of personal illness prior to returning to work. Under certain circumstances, a medical release to return to work prepared by a licensed medical doctor is required where absence due to illness is three (3) or more consecutive working days.

Holidays falling within a period of sick leave will not be counted against sick leave.

Personal leave days must be taken in half or full day increments. While Employee preferences will be considered to every extent possible, personal days are to be used with the understanding that the efficient and proper operation of the City has priority. The Employee's sick bank will be deducted for these personal days.

Each fiscal year, regular full-time Employees may opt to convert up to three (3) days of their accumulated sick leave to personal leave days, and one (1) additional sick day to a personal leave day for the observance of the Employee's birthday. The Employee's sick bank will be deducted for these personal days.

Regular full-time Employees also may request payment for one-half (1/2) of his/her accumulated unused sick leave days, provided the conversion does not reduce the Employee's number of accumulated unused sick leave days below fifteen (15) days. Requests will be processed once per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>).

As an incentive bonus, one (1) bonus day will be added to an Employee's sick leave bank for each continuous four (4) month period in which less than six (6) sick leave hours are used.

Upon termination, unused sick leave will be paid to Employees for 50% of earned sick time exceeding 15 days for less than ten (10) years of service and 100% of earned sick time exceeding 15 days for more than ten (10) years of service. In the event of death while employed by the City, the Employee's surviving spouse and/or estate will be paid all unused accumulated sick leave days

***Federal and State employment laws are continuously under review and sometimes require changes in procedures for City staff. The City of Grosse Pointe Woods follows all applicable Federal and State laws in that regard.***

#### **4.10 Bereavement Leave**

Paid bereavement leave of up to five working days is provided to regular full-time Employees in the event of the death of one of the following listed relatives:

Husband	Step-Children
Wife	Mother
Children	Father

Paid bereavement leave of up to three working days is provided to regular full-time Employees in the event of the death of one of the following listed relatives:

Step-Mother	Sister	Grandchildren
Mother-in-Law	Sister-in-Law	Grandparents of
Step-Father	Brother	husband or wife
Father-in-Law	Brother-in-Law	

Up to an additional two working days may be provided if funeral services are to be held at a place located more than 300 miles from the City of Grosse Pointe Woods and the Employee plans to attend such services.

If an Employee wishes to take additional funeral leave days beyond those provided herein, the Employee may request emergency personal or vacation leave and/or an emergency leave of absence without pay.

#### **4.11 Jury Duty Leave**

Any regular full-time Employee who is required to serve on jury duty will be paid their regular wage by the City for fulfilling their civic duty. Employees must provide a copy of their jury duty notice and an official statement of jury duty pay earned. Upon receipt of payment for serving as a juror, the check

must be signed over to the City.

#### **4.12 Workers' Compensation Leave of Absence**

An Employee who has incurred a work-related injury or disability that incapacitates him or her from performing the duties of his or her position will be placed on a workers' compensation leave of absence. The Employee will be paid compensation pursuant to the Michigan Workers' Disability Compensation Act (WDCA). Employees on a workers' compensation leave of absence will continue to receive City-provided health benefits.

While on a workers' compensation leave of absence, the Employee will not accrue sick leave, personal leave days, or vacation unless the collective bargaining agreement specifically provides otherwise. Employees on a workers' compensation leave of absence who are receiving benefits pursuant to the WDCA may make up the difference between the pay received through the WDCA and their regular pay by exhausting sick leave, personal leave days, or vacation. Once the Employee's sick leave, personal leave days, and vacation are exhausted, the Employee will not be entitled to any additional pay or "differential pay" from the City.

A workers' disability compensation leave may be terminated by the City when payment under the WDCA ceases, the Employee retires, the Employee terminates their employment with the City, upon certification by the City's selected physician that the Employee is physically able to return to his/her regular duties, or after one calendar year. The City will provide written notification to the Employee if the workers' compensation disability leave is discontinued. If the workers' compensation disability leave is discontinued and the Employee does not return to employment, the City will consider the Employee terminated.

A worker's compensation leave of absence and FMLA leave of absence shall run concurrently. Please see section 4.13 below and Appendix E *D* for more information.

#### **4.13 Family Medical Leave Act Leaves of Absence (FMLA)**

The Family and Medical Leave Act ("FMLA") provides up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible Employees. The leave may be unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in the City's policy. In the event of any conflict between the City's policy and the applicable law, Employees will be afforded all rights required by law. This policy will be administered in accordance with the City and Employees rights and obligations under the Family and Medical Leave Act and its regulations.

See the City's detailed FMLA Policy in the attached Appendix E *D*. Employees are responsible for being familiar with and adhering to all policies and procedures contained therein.

#### **4.14 Military Leave**

In compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994, Employees who are members of a federally recognized reserve component of the armed forces will be granted military leave in accordance with state and federal laws.

Employees who are called up for active duty will be treated as if on a leave of absence. City policies that apply to other Employees who are on non-military leaves of absence also apply to the Employee on active duty. If certain basic conditions of the federal and state laws are met, the returning veteran or reservist will be reinstated to the prior position (or a position with the same seniority, status and pay), with the same wage and benefit increases he or she would have earned if employment had not been interrupted by military service.

Employees should promptly submit related orders and paperwork to their immediate Supervisor to ensure timely and proper processing.

### **HEALTH AND OTHER INSURANCE BENEFITS**



#### **4.15 Health, Dental, and Optical Insurance Package**

***See Appendices H through J for plan details.***

***Summary Benefit Guides (SBC) and/or Benefits-at-a-glance (BAAG) can be obtained from the Treasurer/Comptroller.***

~~Each regular full-time Employee will receive employer-paid health insurance coverage, including dental and prescription coverage, for himself/herself and his/her legal dependents. Additionally, an optical plan is available for Employees and some Employees may qualify for the City's safety glass program. Employees can select from two healthcare plans and will pay the associated premiums, copays, etc., as applicable. Please see the Employee Benefits guide for more details.~~

These insurances become effective the first day of employment. Changes to coverage (birth, marriage, divorce, etc.) must be reported to the Treasurer/Comptroller offices immediately and appropriate documentation is required. For enrollment forms and information, plan summaries, and a complete description of offerings, please contact the Treasurer/Comptroller office.

In the event a benefit becomes payable to the spouse of a deceased Employee, the City will maintain the same health care coverage for the spouse of the deceased Employee in accordance with the provisions in Section 4.21 Retiree Health Care.

##### **Payment in Lieu of Insurance**

Employees may opt out of the City-sponsored health care plan and receive an annual payment in lieu of insurance. The current medical amount is three thousand dollars (\$3,000), which is subject to taxes. Payments will be made annually in December, on a prorated basis as necessary. Employees opting out of the City's plan are required to show proof of health care coverage through another source. From time to time, the in lieu insurance amount is determined by City Council.

Employees must re-enroll in the City's plan immediately if coverage through another source ceases.

##### **Supplemental Insurance**

Employees may purchase supplemental insurance under the American Family Life Assurance Company (AFLAC) program. The Employee must enroll during the annual open enrollment period and premiums are deducted and divided among twenty-four pay periods.

##### **Flexible Spending Account**

~~The flexible spending account (FSA) option allows eligible Employees to direct funds on a pre-tax basis into an account to pay for qualified medical expenses or dependant care expenses as incurred throughout the year.~~

#### **4.16 Life Insurance**

Life insurance with double indemnity (accidental death and dismemberment) is provided for all regular full-time Employees. Non-union employees receive \$45,000 ***in life insurance benefits.*** ~~union employees should refer to their collective bargaining agreements.~~

See the Treasurer/Comptroller for enrollment forms and to designate beneficiaries.

#### **4.17 Disability Insurance**

Long-Term: The City provides long-term disability insurance for non-union full-time Employees. Depending on the nature and duration of the disability and whether the disability resulted during duty or non-duty hours, differing benefit levels and effective dates may apply. For more detailed information, reference the disability insurance plan documents available in the Treasurer/Comptroller's office.



Short-Term: Employees may purchase short-term disability insurance through the AFLAC program using payroll deduction.

#### **4.18 Continuation of Benefits**

##### COBRA (Consolidated Omnibus Budget Reconciliation Act)

Federal law gives you and your dependents the right to continue group health coverage under certain circumstances after benefits would otherwise cease.

An Employee may continue his or her health coverage for up to 18 months if coverage ends due to:

1. A reduction in the number of hours worked, or
2. Termination of employment for any reason other than the Employee's gross misconduct.

Your dependents may continue their health coverage for up to 36 months if their coverage ends due to:

1. Divorce or legal separation from the Employee.
2. Death of an Employee.
3. Employee becomes eligible for Medicare.
4. A dependent child marries.
5. A dependent child reaches the limiting age for coverage under the policy.

You, or the affected dependent, should notify the Benefits Coordinator promptly if any of these events occur so that you or your dependent will receive a COBRA election form.

If you elect continuing coverage, you or your dependent will be required to pay the full monthly premium cost of health coverage, plus an additional two percent (2%) to cover the cost of administration. Continued coverage will be the same health coverage you or your dependent would have been entitled to if your employment or his/her dependent status had not changed. The right to continue coverage applies only to group health coverage, which provides benefits for hospital, medical, dental, and optical. It does not apply to other benefits including but not limited to: prescription coverage, life insurance, accidental death and dismemberment, or long-term disability benefits.

A change in the benefits or cost of coverage will apply to you or your dependent the same way it would if your employment or his/her dependent status had not changed.

##### HIPAA (Health Insurance Portability and Accountability Act of 1996)

This act is intended to enhance the portability and availability of health coverage for those with health status issues or preexisting conditions. The act requires that covered group health plans and issuers of health insurance furnish Certificates of Creditable Coverage for individuals when their group coverage concludes so they may gain subsequent coverage elsewhere with reduced or no preexisting condition limitations. This act has been recently expanded to also provide additional privacy protection and rights to Employees with regard to protected health information. See the Treasurer/Comptroller for information.

#### **4.19 Employee Assistance**

The Employee Assistance Program provides assistance to Employees by offering, at no cost, confidential help for personal and family problems. Additional information is posted on Employee bulletin boards in each department.

### **RETIREMENT BENEFITS**

#### **4.20 Pension Plan and Retirement Savings**

For all full-time Employees, the City funds and administers a Pension Plan. All eligible Employees are required to contribute to the plan. Participants become fully vested after ten (10) years of employment. Employees may also qualify for a supplemental annuity. For further information regarding pension benefits and requirements, consult the Treasurer/Comptroller.

**Employees hired after March 30, 2011, shall receive a pension multiplier of 1.75% and shall contribute 5% of earnings as defined in the Retirement Ordinance. The City may, at its option, select a new retirement program (defined contribution plan) for new hires.**

A deferred compensation (IRS 457) plan is also available to all regular full-time and permanent part-time Employees of the City. This plan allows for Employee-funded, pre-tax retirement savings. Employees determine their annual contribution level within IRS maximums and related guidelines. For additional information on this plan, consult the Treasurer/Comptroller.

#### **4.21 Retiree Health Care**

Retirement health care benefits are available to some retirees.

***For active Employees hired prior to August 1, 2008, the Employer agrees to maintain the following health care coverage for each retiree, spouse and qualified dependent of record at the time of retirement so long as required by law. Effective with retirements after the date the plan is approved by City Council, the health care program is BCBS Community Blue PPO-3 or equivalent BCBS plan, with \$500 individual/\$1,000 two-person and family in-network deductibles, in network co-insurance of 80%, \$20 office visit co-pay, \$150 ER co-pay, in network out of pocket max of \$1,500/\$3,000. Prescription drug card \$10/\$20/\$50; MOPD 2x.\****

***Effective April 11, 2011 retirees will make Retiree Health Care premium contributions in the amount of:***

- ***\$250 Single Employee – Annually***
- ***\$500 two-person and family - Annually***

For active Employees hired prior to August 1, 2008, the retiree healthcare contributions listed below shall commence in April, 2011. These contributions will be through payroll deduction under a salary reduction agreement and pro-rated monthly. Employee contributions shall be placed in a retiree healthcare arrangement as determined and adopted by the City and shall be as follows:

<u>Employee's Service Time at Age 65</u>	<u>Employee Contribution</u>
10 to 15 years	1.00%
15 to 20 years	1.50%
20 to less than 25 years	1.75%
25+ years	2.00%

~~The above annual contributions are to be made effective April, 2011 and in fiscal years 2011-2012 and 2012-2013.~~

Employees hired prior to August 1, 2008 retirement healthcare eligibility shall be as follows:

<u>Actual Service Time*</u>	<u>City Contribution for Employee</u>	<u>Spouse</u>
10 years**	25%	0%
15 years	50%	0%
20 years	100%	75%
25 years	100%	100%

\* For current employees, this refers to *actual credited service*.

\*\* For current employees who are a minimum age of sixty (60) with ten (10) years' actual service time, the City's contribution for the Employee will be 50% / spouse 0%.

Employees hired after August 1, 2008 are not entitled to the healthcare benefits presently provided to retirees/spouses. These Employees are eligible to participate in a "VEBA type" plan approved by the



City. The City will contribute to a plan on behalf of each new Employee for each month in which the Employee is compensated for at least 150 hours (~~\$145.00 per month effective August 1, 2008 and \$150.00 per month effective August 1, 2009 thereafter~~). Employee accounts will be invested in a qualified Retiree Health Coverage Arrangement under the provisions of the Internal Revenue Code which will permit application of a vesting schedule to retiree benefits. The selection of such arrangement shall be at the discretion of the Employer.

See the Treasurer/Comptroller for additional information.

## **MISCELLANEOUS BENEFITS**

### **4.22 Uniforms and Safety Attire**

In compliance with OSHA regulations, the City will provide Employees special personal protective equipment based upon specific position requirements to perform his/her job safely. However, Employees may be required to purchase some standard safety attire (e.g., steel-toe boots), at the Employee's expense. Consult any collective bargaining agreement for particulars.

### **4.23 Professional and Trade Associations**

The City may pay reasonable expenses associated with joining professional and trade associations. Employees desiring to join or participate in professional or trade associations at the City's expense must submit a request to their Department Head or the City Administrator specifying the associated costs. Upon approval, membership fees will be budgeted annually.

### **4.24 Educational Assistance**

The Employer recognizes the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of ability, seniority, and qualifications; and the full-time employee being trained will continue to receive his/her current rate of pay.

The Employer **encourages** ~~shall encourage~~ any full-time employee to continue his/her education by providing, as an incentive, the reimbursement of any personal expenses for tuition costs, provide that the following requirements have been met:

- A. The education course was offered through a recognized and/or accredited college or university;
- B. The employee completed the education course and maintained a grade average of "C", or equivalent;
- C. The employee did not receive any subsistence, allowance, grant or aid from any other public or private sources while enrolled for the particular education course;
- D. A written notification, prior to the course being taken, has been made to the Employer outlining the proposed advanced educational course(s) to be undertaken by the Employee and giving the name of the institution offering such educational course(s). Such notification shall be provided for each degree program undertaken; **Prior approval must be obtained from the Department Head.****
- E. Tuition reimbursement not to exceed \$1,500 per budget year unless prior approval is granted by the City Administrator.
- F. All requests for tuition reimbursement shall be submitted to the Employer within six (6) months after the completion of any such educational course(s). Such reimbursement shall be made by the Employer within thirty (30) days after the receipt of a request for reimbursement and verification of same; and
- G. All courses must be directly related to the employee's current employment or promotional opportunities.

Part-time Employees will be eligible for tuition reimbursement on the same terms and conditions as set forth above subject to the following:

Each fiscal year the City shall allot \$1,500. Part-time Employees are eligible for up to \$300 for approved courses (up to \$600 if no other eligible employee applies for the allotted funds). Part-time

Employees shall submit a request in February (February 1 – February 10) of each year; requests shall be honored as set for above on a first come first serve basis.

All courses must be directly related to the employee's current employment or promotional opportunities.

#### **4.25 Park Passes**

All full-time, part-time, and retired Employees may apply to receive an annual park pass to the City of Grosse Pointe Woods' Lake Front Park. Employees shall observe the Rules and Regulations of Lake Front Park.

All full-time and part-time Employees and retired Employees will receive a regular permit for himself and his/her immediate family and be afforded an opportunity to rent a boat dock space, dependent upon availability, in accordance with the applicable City ordinance.

#### **4.26 Bereavement Policy**

Provided budget funds are available, the City Administrator shall send cards to the Employee upon the death of the spouse, parents, or children of the Employee.

#### **4.27 Memorial Tree Policy**

~~Upon notification the City Administrator will notify the Tree Commission to plant a memorial tree upon the death of current and previous elected officials, city employees, appointed officials and retired employees. former Mayor and City Council Members City Administrator shall notify the Tree Commission to plant a memorial tree upon the death of: Current Mayor, City Council, and Employees; Former Mayor and City Council; Retired Employees; and appointed officials.~~

~~A Committee, comprised of a Councilmember, member of the Tree Commission, and the City Administrator, or any of their appointed representatives, may consider planting a memorial tree upon the death of any resident and/or relative of the above. The City Administrator's office will be responsible for obtaining the concurrence of the other Committee members.~~

~~The Tree Commission shall order and oversee the planting of any trees. They will also be responsible for the Memorial Tree Ceremony. Please see the City's Web site for more information.~~



## **APPENDIX A**

### **CITY OF GROSSE POINTE WOODS**

#### **DISCRIMINATION AND HARASSMENT**

**(New – Replaces Sexual Harassment and Unwanted Conduct Policy)**

*The City of Grosse Pointe Woods will not tolerate unlawful discrimination or harassment by any of its employees, vendors, contractors or others doing business with the City. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct relating to an individual's sex, race, color, creed, national origin, age, religion, height, weight, marital status, citizenship or immigration status, disability, or genetic information, veteran or military status, or any other characteristic protected by federal, state or local law, constitutes harassment when:*

- 1. Submission to the conduct is made either an explicit or implicit condition of employment;*
- 2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or*
- 3. The harassment substantially interferes with an employee's work performance; creates an intimidating, hostile, offensive or abusive work environment; or otherwise adversely affects an individual's employment opportunities.*

*Any employee or applicant who believes he or she has suffered discrimination or harassment, or who has reason to believe that another employee or applicant may have suffered discrimination or harassment, shall report the incident(s) to his or her immediate supervisor or Department Head. If, for any reason, the employee or applicant feels that he or she cannot report the incident(s) to his or her immediate supervisor or Department Head, the employee or applicant shall report the incident(s) to the City Administrator. If for any reason, the employee or applicant feels that he or she cannot report the incident(s) to the City Administrator, the employee or applicant shall report the incident(s) to the City Council.*

*The City guarantees that an employee reporting incident(s) of discrimination or harassment will not suffer any form of reprisal.*

*The City has the responsibility of investigating and resolving complaints of discrimination and harassment. In determining whether the alleged conduct constitutes discrimination or harassment, the totality of the circumstances, the nature of the discrimination or harassment and the context in which the alleged incident(s) occurred will be investigated. The results of an investigation and any action taken thereon will be communicated to the complaining employee or applicant.*

*The City considers discrimination or harassment on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, disability or generic information, to be a major offense which may result in disciplinary action against the offender, regardless of the offender's position with the City.*

*Moreover, the City will not tolerate retaliatory action against any individual reporting such alleged conduct, or participating in the investigation of such alleged conduct.*

## APPENDIX A

### CITY OF GROSSE POINTE WOODS

#### Sexual Harassment and Unwanted Conduct Policy

##### **PURPOSE:**

~~To establish prevention against sexual harassment and unwanted conduct in the City working environment.~~

##### **DEFINITIONS:**

3. ~~"Employee" includes all City personnel.~~
4. ~~"Sexual Harassment" includes any unwanted or repeated verbal or physical sexual advances; sexually explicit, provocative, or suggestive statements, innuendo, or comments; or sexually oriented conduct or physical conduct made by another Employee which is reasonably offensive or objectionable to the recipient, or which reasonably causes the recipient discomfort or humiliation, or which reasonably interferes with the recipient's work performance.~~
5. ~~"Unwanted Conduct" includes any conduct, verbal or physical, which is of an ethnic, racial, or religious nature, which reasonably causes the recipient discomfort or humiliation or which reasonably interferes with the recipient's work performance.~~
6. ~~"Shall" is mandatory, not permissive.~~

##### **POLICY:**

~~It shall be the policy of the City of Grosse Pointe Woods that as an Employee, you have the right to expect a working environment free of unwelcome sexual advances, requests for sexual favors, communication of a sexual nature, and/or other unwanted verbal or physical conduct which is of an ethnic, racial, or religious nature.~~

~~This policy shall be followed at all times including, but not limited to, the following:~~

1. ~~When submission to such conduct or communication is made as an express or implied condition of obtaining employment.~~
2. ~~When submission to or rejection of such conduct is used as a basis of or a factor in decisions affecting the employment of any personnel.~~
3. ~~When such conduct or communication has the purpose or effect of interfering with an Employee's duty assignment or work performance or creating an intimidating, hostile, or offensive environment.~~

##### **PROCEDURE:**

1. ~~An Employee who believes he/she has been subjected to sexual harassment or unwanted conduct shall promptly report the incident to the City Administrator, a Department Head, or other supervisory personnel. Any management Employee receiving notification of alleged harassment is obligated to promptly inform the City Administrator of the allegation. In the event the City Administrator is charged with harassment, the charges of harassment shall be reported to the City Council or its designee, which will fulfill the obligations of the City Administrator stipulated below.~~
2. ~~The City Administrator or his/her designee shall promptly investigate a complaint of sexual harassment or unwanted conduct. Every effort will be made to handle all such complaints in a fair, impartial, and speedy manner with concern for the principles of due process and fairness. In order to protect both the person making the complaint and the person(s) against whom the~~

~~complaint is made, every reasonable effort will be made to handle all complaints in a confidential and discreet manner.~~

- ~~3. A meeting shall be held between the person making the complaint and the City Administrator as soon as possible following the report of the alleged occurrence(s). Following this meeting, the Employee(s) against whom the complaint has been made shall be given a full opportunity to respond to the allegations.~~

~~The investigation conducted shall also include interviews, when appropriate, with other witnesses to the alleged occurrence(s) of sexual harassment or unwanted conduct. Following completion of the investigation, if it is determined that sexual harassment or unwanted conduct did, in fact, take place, immediate action, including discipline up to and including dismissal, will be taken to remedy the situation and prevent its recurrence.~~

- ~~4. All Department Heads and supervisory personnel shall be expressly responsible for immediately reporting to the City Administrator any occurrence they witness or become aware of in any area of their department.~~
- ~~5. If at all possible, immediate action shall be taken by the Department Head and supervisory personnel to limit and restrict, during the pendency of a sexual harassment or unwanted conduct complaint, any work assignments or contact between the Employee making the complaint and the Employee(s) against whom the complaint is made.~~
- ~~6. Retaliatory action or conduct of any kind taken by any member of the department or the City against an Employee as the result of that Employee having sought redress under this policy is strictly prohibited and shall be regarded as a separate and distinct violation of the City's policies and procedures.~~
- ~~7. Any questions, concerns, or other inquiries regarding the conduct prohibited by this policy or the procedures contained herein shall be directed immediately to the City Administrator.~~

#### **NON-COMPLIANCE:**

~~Failure to comply with the provisions of this policy shall result in disciplinary action. Any Employee who has an alleged misconduct complaint filed against them and violates Paragraph 6 above during or after the investigation shall be subject to further disciplinary actions.~~



## **APPENDIX B**

### **CITY OF GROSSE POINTE WOODS**

#### **Policy against Workplace Violence**

The City of Grosse Pointe Woods is committed to providing, insofar as it reasonably can do so within available resources, a safe environment for working and conducting business. The City will not tolerate acts of violence committed by or against City Employees or members of the public while on City of Grosse Pointe Woods property or while performing City of Grosse Pointe Woods business at other locations.

The word violence in this policy shall mean an act or behavior that:

- is physically assaultive;
- would be perceived by a reasonable person as obsessively directed (e.g., intensely focused on a grudge, grievance, or romantic interest in another person that would reasonably be likely to result in harm or threats of harm to persons or property);
- consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual;
- would be interpreted by a reasonable person as carrying potential for physical harm to the individual;
- is a behavior, or action, that a reasonable person would perceive as menacing;
- involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening; and/or
- consists of a communicated or reasonably perceived threat to destroy property.

Violent actions on City property or facilities or while on City business will not be tolerated or ignored. Any unlawful violent actions committed by Employees or members of the public while on City property or while using City facilities will be prosecuted as appropriate. The City intends to use reasonable legal, managerial, administrative, and disciplinary procedures to secure the workplace from violence and to reasonably protect Employees and members of the public.

#### **Policy Goals and Objectives**

The objective of this policy is to achieve the following:

1. Reduce the potential for violence in and around the workplace;
2. Encourage and foster a work environment that is characterized by respect and healthy conflict resolution; and
3. Mitigate the negative consequences for Employees who experience or encounter violence in their work lives.

#### **Possession and Use of Dangerous Weapons by Employees**

##### **Prohibition**

In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of dangerous weapons is prohibited on City property, in City vehicles, or in any personal vehicle that is used for City business.

##### **Dangerous Weapons Defined**

A dangerous weapon is any instrument capable of producing bodily harm, in a manner, under circumstances, and at a time and place that manifests intent to harm or intimidate another person or that warrants alarm for the safety of another person.

## **Exceptions to Dangerous Weapons Prohibitions**

Employees of the City of Grosse Pointe Woods may possess a firearm on City property if engaged as:

- law enforcement personnel;
- official security personnel engaged in official duties named as security personnel by the City;
- a person involved in military activities sponsored by the federal or state government while engaged in official duties.

## **Responsibilities**

### **Employees**

All Employees are responsible for:

- refraining from acts of violence and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace; and
- reporting to managers and supervisors any dangerous or threatening situations that occur in the workplace.

Employees are encouraged to report to their Department Head or Supervisor situations that occur outside of the workplace that may affect workplace safety (e.g., instances where personal protection orders have been issued).

### **Supervisors/Department Heads**

Supervisors and Department Heads are responsible for assessing situations, making judgments on the appropriate response, and then responding to reports of or knowledge of violence and for initiating the investigation process.

- Any report of violence will be evaluated immediately and confidentially and appropriate action will be taken, when possible, to protect the Employee from further violence. Appropriate disciplinary action will be taken when it is determined that City of Grosse Pointe Woods Employees have committed acts of violence.
- When issues of Employee safety are of concern, the Department Head or Supervisor should evaluate the workplace and make appropriate recommendations regarding a reasonable response.

## **Achieving Goals and Evaluating Progress**

To achieve the goals and objectives of this policy, the City intends to do the following:

- Establish procedures and methods for implementing policies and for addressing violence in the workplace;
- Provide training to managers, supervisors, and other Employees;
- Evaluate the physical environment for safety and consider modifications; and
- Evaluate progress in achieving the goals and objectives of this policy.

## **Procedures for Dealing With Acts of Violence in the Workplace**

### **Guidelines**

When a violent act occurs:

- If the act or altercation constitutes an emergency, CALL 911. Contact your Department Head or Supervisor after calling for emergency aid. In instances that are not emergency situations, contact your immediate Supervisor or Department Head.
- If possible, separate the parties involved in the violent altercation. If the parties cannot be separated or it would be too dangerous to the Employee or supervisor to attempt to separate the parties, CALL 911.
- Contact the appropriate Department Head.
- The Department Head will contact the City Administrator, who will take responsibility for coordinating response to the incident.

- In instances that involve emergency situations or criminal activity, the City Administrator will contact Public Safety.
- In instances when it is not appropriate to refer an incident to Public Safety, the City Administrator will evaluate the situation and make a recommendation regarding the need for an investigation. If an internal investigation is recommended, the Treasurer/Comptroller will coordinate the investigation process.



## APPENDIX C

### CITY OF GROSSE POINTE WOODS

#### Information Technology Policy

##### **Local Area Network (LAN)**

###### *User Access*

- Only authorized individuals are permitted to use computer resources owned, rented, or leased by the City of Grosse Pointe Woods.
- Prior to accessing city computer resources, any new employee's supervisor must complete a "New Domain User" form and submit it to Information Technology Department.
- Upon termination, a "Terminate Domain User" form must be completed by the Supervisor and all access to city resources must be disabled by the Information Technology Department.

###### *Security*

- All file storage devices including online "Cloud Storage", flash drives, SD cards, CD, DVD, or floppy disks introduced into our private network (LAN) must be approved by the Department Head and scanned for viruses before being loaded on the City's computer system. If you're not sure how to scan a storage device, contact the Information Technology Department for assistance.
- Any suspicious computer behavior or belief that you have encountered malware or a computer virus must be reported immediately to the Information Technology Department.
- The Department of Public Safety and Municipal Court should refer to the Michigan State Police (LEIN) protocols. Unless authorized by the Information Technology Department, the following is strictly prohibited:
  - I. Tampering with any network device, cabling, software interface, or hardware interface
  - II. The use of wireless routers or personal computers which are not authorized and operated by the City.
  - III. The use of Network Administration Tools by employees other than Information Technology Staff.

##### **Hardware and Software**

- All hardware and software specifications must be approved by Information Technology Manager prior to purchase of system. Failure to do so may result in the inability to operate or efficiently support the system.
- Only Information Technology personnel or persons contracted by the City may install software or hardware on any City computer system. Information Technology may, at their discretion, authorize staff to perform specific software or hardware installations. All other software or hardware installations are prohibited.
- The City of Grosse Pointe Woods forbids unlawful copying of any software. This includes loading personal or unlicensed software on our computers or loading City-owned software on computers that are borrowed, rented, or leased by the City.
- Troubleshooting or repairs for computers hardware or software that are not owned, rented, or leased by the City is prohibited unless authorized by the City Administrator.
- Any software, databases, graphics, Web applications, or digital publications that are developed by City employees are property of the City of Grosse Pointe Woods.

##### **Internet Use**

- Access to the Internet is provided as a tool for official City-related research and communication.
- Use of the City's computer resources or Internet service for any unlawful purpose is strictly prohibited. The City actively monitors incoming and outgoing Internet traffic for this type of usage.
- Inappropriate or unlawful use of the Internet may result in the loss of access for the user and/or disciplinary action up to and including discharge.
- All requests for Internet access to sites that are blocked by the City's security system must be both requested and approved by a Department Head prior to making the request to the Information Technology Department.

## **E-mail Use**

- E-mail file attachments are discouraged unless it is absolutely necessary; such is the case when sending or receiving a file to or from an external recipient. The city has a LAN for file storage and retrieval so please use it to share files within our network.
- E-mail usage is generally for official City communication purposes only, whether it is internal or external.
- All E-mail originating from or received by the City computer systems is the property of the City of Grosse Pointe Woods and is not considered private information.
- Electronic mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals, agencies, and others outside the City of Grosse Pointe Woods.
- It is each individual employee's responsibility to organize their E-mail records within their mailbox with the provided set of Managed Folders of the Mail System. This allows automated E-mail retention rules to regularly purge messages from your mailbox in accordance with record retention schedules.

## **Communication Devices**

The City may provide a cellular phone to eligible employees to use for City business. Eligible employees include: Department Heads, Public Safety personnel, DPW personnel, on-call employees, and other employees as designated by their Department Head. The use of City cellular phones is limited to the number of monthly minutes allotted by the City's current plan. The allotted minutes are intended for City-related use.

Personal use of City resources is generally prohibited unless authorized in writing by the City Administrator. This policy creates an exception for limited cell phone use when such use does not result in additional charges to the City. In instances where an employee is provided or assigned a City-issued cell phone, personal use of the cell phone is permitted subject to the following limitations:

- Any such personal use that results in additional costs will be recovered by the City via an automatic payroll deduction from the employee's paycheck.
- Such personal use is deemed by Federal Tax Law to create a taxable benefit subject to all appropriate income taxes. Any employee provided or assigned a City cell phone shall be taxed on the equivalent of the minimum monthly charge per phone.
- All Smart phones which are connected to the City E-mail system **MUST** be password protected. This is enforced by Information Technology via software policies within the mail system.

The City forbids synchronization of email, contacts, and calendars to Smart phones that are not owned, rented, or leased by the City unless authorized by their Department Head and the Information Technology department prior to connection.

With the City Administrator's consent, phones may be upgraded to personal digital assistants (PDAs) or any other phone upgrade necessary for a specific duty. Recipients will pay the full cost difference of the upgrade.

The use of cell phones shall be monitored by Department Heads and audited by the Treasurer/Comptroller. Employees are responsible for the phone and its use. Any misuse of a City phone or violation of this policy is subject to revocation of phone privileges in addition to any other remedy listed in the Handbook.

## APPENDIX D

### CITY OF GROSSE POINTE WOODS

#### Family and Medical Leave Act ("FMLA") Policy

##### **GENERAL PROVISIONS**

The Family and Medical Leave Act ("FMLA"), provides up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible Employees. The leave may be ***paid***, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. In the event of any conflict between this policy and the applicable law, Employees will be afforded all rights required by law. This policy will be administered in accordance with the City and Employees rights and obligations under the Family and Medical Leave Act and its regulations.

##### **EMPLOYEE ELIGIBILITY**

To qualify to take FMLA leave under this policy, the Employee must meet all of the following conditions:

- (a) The Employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the Employee after the service break. For eligibility purposes, an Employee will be considered to have been employed for an entire week even if the Employee was on the payroll for only part of a week or if the Employee is on leave during the week.
- (b) The Employee must have worked at least 1,250 hours for the City during the 12-month period immediately before the date when the leave is requested to commence. Time spent on paid or unpaid leave does not count in calculating the 1,250 hours needed for eligibility.
- (c) The Employee must work in a worksite where 50 or more Employees are employed by the City within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

##### **BASIC ENTITLEMENTS**

An eligible Employee may take FMLA leave for one of the six reasons listed below:

- (1) The birth of a child and in order to care for that child.
- (2) The placement of a child for adoption or foster care and to care for the newly placed child.
- (3) To care for a spouse, child or parent with a "serious health condition" (described below).
- (4) Because of the Employee's own "serious health condition" (described below).

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider, which includes:

- (1) A period of incapacity lasting more than three consecutive, full calendar days, and



any subsequent treatment or period of incapacity relating to the same condition that also includes:

- treatment two **(2)** or more times by or under the supervision of a health care provider (i.e., in person visits, the first within **seven (7)** days and both within **thirty (30)** days of the first day of incapacity); or
- one **(1)** treatment by a health care provider (i.e., an in-person visit within **seven (7)** days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or

(2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

(3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

(4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

(5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three **(3)** days if not treated.

- (5) **Qualifying Exigency Leave.** This permits leave for an eligible Employee whose spouse, son, daughter or parent is a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve), or a retired member of the regular armed forces or reserve when the covered military member is on active duty or called to active duty in support of a contingency operation. It may be used only to address certain qualifying exigencies: (a) short-notice deployment, (b) military events and activities, (c) child care and school activities, (d) financial and legal arrangements, (e) counseling, (f) rest and recuperation, (g) post-deployment activities, and (h) additional activities that arise out of active duty, provided that the City and Employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. For Qualifying Exigency Leave, a son or daughter need not be a minor.

- (6) **Military Caregiver Leave.** This form of leave permits an eligible Employee up to 26 weeks of leave in a single 12-month period to care for a "covered service member" who is a spouse, son, daughter, parent or next of kin. For purposes of Military Caregiver Leave, a "covered service member" is a current member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

"Next of kin" means the closest blood relative of the injured or recovering service member, **other than the covered service member's spouse, domestic partner, parent, son, or daughter, in the following priority: (1) blood relative who have been granted legal custody of the service member by court decree or statutory provisions, (2) brothers and sisters, (3) grandparents, (4) aunts and uncles, and (5) first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purpose of military caregiver leave under FMLA.**

## **AMOUNT AND COMPUTATION OF FMLA LEAVE**

An eligible Employee may take up to 12 weeks during any 12-month period for the types of FMLA leave



designated in (1) through (5) above. The City will compute the 12-month period for these types of leave as a rolling 12-month period measured backward from the date an Employee uses any FMLA leave. Whenever an Employee takes FMLA leave, the City will take the amount of leave used in the last 12 months and subtract it from the 12 weeks of available leave. The remaining balance is the amount the Employee is entitled to take at that time.

An eligible Employee may take up to 26 weeks during a single 12-month period for Military Caregiver Leave (described in (6) above). With respect to Military Caregiver Leave, the City will compute the 12-month period as a rolling 12-month period measured forward. Other forms of FMLA leave already taken will be deducted from the 26 weeks of available leave.

If a husband and wife both work for the City and each takes leave for the birth of a child, adoption or placement of a child in foster care, or to care for the Employee's parent with a serious health condition, the husband and wife may only take a combined total of 12 weeks of FMLA leave. If a husband and wife both work for the City and each takes leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

If an Employee takes paid sick leave for a condition that progresses into a serious health condition and the Employee requests unpaid leave as provided under this policy, the City may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

### **30 DAYS' NOTICE OF THE NEED FOR FMLA LEAVE GENERALLY REQUIRED; THE CITY'S RESPONSE**

An Employee seeking FMLA leave must provide verbal or written notice of the need for the leave to the Treasurer/Comptroller's Office. It is the City's responsibility to designate leave as FMLA-qualifying. Therefore, an Employee calling off work or seeking FMLA leave must explain the reasons for the needed leave so as to allow the City to determine if that the leave qualifies under the FMLA. Please note that simply giving notice to the City that you are calling off work because you are "sick," or that you are taking "FMLA," or similar nondescript explanations for not reporting to work does not satisfy your obligation to explain the reasons for the needed leave so as to allow the City to determine that the leave qualifies under the FMLA. When the Employee's need for the leave is foreseeable, the Employee must inform the City at least 30 days in advance of the date that leave would commence. When an Employee's *need for leave is foreseeable*, becomes aware of a need for FMLA leave less than 30 days in advance, *the Employee must inform the City at least thirty (30) days in advance of the date that leave would commence.* ~~provide notice of the need for the leave either the same day or the next business day.~~ *When an Employee becomes aware of a need for FMLA leave less than 30 days in advance, the Employee must provide notice of the need for the leave either the same day or the next business day.* When the need for leave is not foreseeable, the Employee must comply with the City usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the Employee has provided this notice, the City will complete and provide the Employee with notice of the Employee's eligibility for FMLA leave on the U.S. Department of Labor's currently-applicable Notice of Eligibility and Rights form or in such a form as the City may choose consistent with the law. The City may delay or deny FMLA-protected leave when the Employee does not comply with the City's usual notice and procedural requirements and no unusual circumstances justify the failure to comply.

### **CONTINUATION OF APPLICABLE HEALTH BENEFITS DURING FMLA LEAVE**

While an Employee is on FMLA leave, the City will continue any applicable health benefits during the leave period at the same level and under the same conditions as if the Employee had continued to work.

If the Employee chooses not to return to work for reasons other than the continuation, recurrence, or onset of either a serious health condition of the Employee or the Employee's family member, or a serious injury or illness of a covered service member, which would otherwise entitle the Employee to leave under FMLA or a circumstance beyond the Employee's control, the City will require the Employee to reimburse the City its share of the health plan premium during a period of unpaid leave.



Under current City policy, the Employee may contribute toward the cost of health benefits. While on any paid leave, the City will continue to make any payroll deductions to collect the Employee's contributions. While on unpaid leave, the Employee must continue to make this payment, either in person or by mail. If you have family coverage, please arrange with the **Treasurer/Comptroller** payroll office to submit timely monthly payment for your portion, if any, of the health insurance premiums. The payment must be received by the Treasurer/Comptroller's office on or before the 1<sup>st</sup> day of each month. If the payment is more than **thirty** (30) days late, the Employee's health coverage may be dropped for the duration of the leave. The City will provide **fifteen** (15) days' notification prior to the Employee's loss of coverage. If the City provides a new health plan or benefits or changes health benefits or plans while an Employee is on FMLA leave, the Employee is entitled to the new or changed plan/benefits to the same extent as if the Employee were not on leave. If an Employee chooses not to continue health plan coverage during FMLA leave, upon return to employment the Employee will be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, **and/or** exclusion of pre-existing conditions.

If the Employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the Employee is on paid leave. While the Employee is on unpaid leave, the Employee may request continuation of such benefits and pay his or her portion of the premiums. The payment must be received by the Treasurer/Comptroller's office on or before the 1<sup>st</sup> day of each month. If the Employee does not continue these payments, the City may discontinue coverage during the leave.

#### **SUBSTITUTION OF OTHER PAID LEAVES OF ABSENCE**

An Employee who is taking FMLA leave because of the Employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave, **and/or compensatory leave** (if applicable), prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy. An Employee who is taking leave for the adoption or foster care of a child must use any paid vacation, personal or family leave **and compensatory leave**, (if applicable) prior to being eligible for unpaid leave.

If applicable, all paid time off will run concurrently and be counted towards FMLA time, as appropriate, where an Employee is on short- or long-term disability. Likewise, an absence during which an Employee receives workers' compensation benefits will run concurrently and be counted towards FMLA time, as appropriate. However, neither the Employee nor the City may require the substitution of other accrued paid leave while the Employee is receiving such disability or workers' compensation benefits. After the disability benefits or workers compensation benefits cease, the Employee may then be required to substitute accrued (or earned) paid leave as appropriate for what remains of the 12-week entitlement.

An Employee who is using either Qualifying Exigency Leave or Military Caregiver leave must use all paid vacation and personal leave, **and/or compensatory leave** (if applicable) prior to being eligible for unpaid leave.

#### **INTERMITTENT OR REDUCED WORK SCHEDULE LEAVE**

This policy permits an Employee to take FMLA leave in **twelve** (12) consecutive weeks, to use the leave intermittently (i.e., take a day periodically when needed) or, under certain circumstances, to reduce the workweek or workday, resulting in a reduced schedule. The FMLA leave may never exceed a total of **twelve** (12) workweeks (or **twenty-six** (26) workweeks to care for an injured or ill service member over a 12-month period).

The City may elect to transfer an Employee temporarily to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. This may occur when leave for the Employee or Employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition, **a pregnant employee who has a serious health condition in connection with the birth of her child or if the Employee's newborn child has a serious health condition.** ~~or to care for a child after birth, or placement for adoption or foster care.~~

**When leave is taken after the birth of a child or placement of a health child for adoption or foster care,** ~~For the birth, adoption or foster care of a child, the City and the Employee must mutually agree to the schedule~~



~~before the~~ **an** Employee may take the leave intermittently **or on a reduced work** ~~work a reduced~~ schedule **only if the City agrees.** **Employee** leave for the birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the Employee is taking leave for a serious health condition or because of the serious health condition of a family member, the Employee should try to reach agreement with the City before taking intermittent leave or working a reduced schedule. If this is not possible, then the Employee must prove that the leave is for a medically necessary use.

When planning medical treatment, the Employee must consult with the City and make a reasonable effort to schedule the treatment so as not to disrupt unduly the employer's operations, subject to the approval of the health care provider.

#### **CERTIFICATION REQUIREMENTS FOR THE EMPLOYEE'S OWN SERIOUS HEALTH CONDITION OR FOR THE SERIOUS HEALTH CONDITION OF A FAMILY MEMBER**

The City will require certification for the Employee's serious health condition and for the serious health condition of a family member for whose care an Employee is seeking FMLA leave. The Employee must respond to such a request within **fifteen** (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of FMLA-protected leave. The medical certification will be provided on the U.S. Department of Labor's currently-applicable i) Certification of Health Care Provider for Employee's Serious Health Condition form, or ii) Certification of Health Care Provider for Family Member's Serious Health Condition form or on such forms as the City may require under the law.

The City may directly contact the Employee's health care provider for verification or clarification purposes using a health care professional, a human resources professional, leave administrator or management official. However, the Employee's own direct supervisor will not be used for such verification or clarification. Before such contact with the health care provider is made, the Employee will be given an opportunity to resolve any deficiencies in the medical certification in accordance with the FMLA. When necessary, the City will obtain the Employee's permission for clarification of individually identifiable health information in compliance with HIPAA Medical Privacy Rules.

If the City has reason to doubt the Employee or family member's medical certification, it may ask for a second opinion and pay for the opinion of a second healthcare provider selected by the City. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third health care provider. The third opinion will be considered final. The City and the Employee will mutually select the third provider, and the City will pay for the third opinion.

The City may deny FMLA leave to an Employee who refuses (or whose family member refuses) to release relevant medical records to a second or third opinion provider who requests the information. The Employee will be provisionally entitled to leave and benefits under the FMLA pending any second and/or third opinion.

#### **CERTIFICATION REQUIREMENT FOR QUALIFYING EXIGENCY LEAVE**

The City will require certification of the Qualifying Exigency Leave. The Employee must respond to such a request within **fifteen** (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. The Employee will provide the certification on the U.S. Department of Labor's currently-applicable Certification of Qualifying Exigency for Military Family Leave form or on such form as the City may require under the law.

#### **CERTIFICATION REQUIREMENT FOR MILITARY CAREGIVER LEAVE**

The City will require certification for the serious injury or illness of the covered service member. The Employee must respond to such a request within **fifteen** (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. The Employee will provide the certification on the U.S. Department of Labor's currently-applicable Certification for Serious Injury or Illness of Covered Service member form or on such form as the City may require under the law.



## DESIGNATION NOTICE

Within five **(5)** business days after the Employee has submitted the appropriate certification, the City will complete and provide the Employee with a written response to the Employee's request for FMLA leave. The City will use using U.S. Department of Labor's currently-applicable Designation Notice or on such other form as the City may use consistent with the law.

## RECERTIFICATIONS FOR SERIOUS HEALTH CONDITIONS

The City may request recertification for the serious health condition of the Employee or the Employee's family member no more frequently than every **thirty** (30) days and only **in connection with the absence by an Employee. If the certification indicates that a minimum duration of the serious health condition is more than thirty (30) days, then the City must generally wait until the minimum duration expires before requesting recertification.**

**The City may request a recertification for absences in less than thirty (30) days only when circumstances have changed significantly, or if the Employee receives information casting doubt on the reason given for the absence, or the continuing validity of the certification, or if the Employee seeks an extension of his or her leave.**

~~when circumstances have changed significantly, or if the Employee receives information casting doubt on the reason given for the absence, or if the Employee seeks an extension of his or her leave. Otherwise,~~

**In all cases,** the City may request recertification for the serious health condition of the Employee or the Employee's family member every six months in connection with an FMLA absence. The City may provide the Employee's health care provider with the Employee's attendance records and ask whether need for leave is consistent with the Employee's serious health condition.

For Employees on intermittent or reduced-schedule FMLA leave, the City may require certification of fitness to return to duty for such absences up to once every **thirty** (30) days if reasonable safety concerns exist regarding the Employee's ability to perform his or her duties, based on the serious health condition for which the Employee took such leave. If the City does so, it will inform the Employee at the same time it issues the Designation Notice that for each subsequent instance of intermittent or reduced schedule leave, the Employee will be required to submit a fitness-for-duty certification unless one has already been submitted within the past **thirty** (30) days. Alternatively, the City may set a different interval for requiring a fitness-for-duty certification as long as it does not exceed once every **thirty** (30) days and as long as the City advises the Employee of the requirement in advance of the Employee taking the intermittent or reduced schedule leave.

## EMPLOYEE STATUS REPORTS

The City may require an Employee on FMLA leave to report periodically on the Employee's status and intent to return to work.

## RIGHT TO JOB RESTORATION; EXCEPTION FOR "KEY EMPLOYEES"

In general, on return from FMLA leave, an Employee is entitled to be returned to the same position the Employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

The City may choose to exempt certain key Employees from this requirement and not return them to the same or similar position.

## FITNESS FOR DUTY CERTIFICATIONS

As a condition of restoring an Employee whose FMLA leave was occasioned by his or her own serious health condition that made the Employee unable to perform the Employee's job, the City may require (when so indicated in the Employee's Designation Notice) an Employee who takes leave for such a condition to obtain and produce present certification from the Employee's health care provider that the Employee is able to resume work. The certification will be only with regard to the particular health condition that caused the leave. In addition (when so indicated in the Employee's Designation Notice), the City may require that the certification specifically address the Employee's ability to perform the essential functions of the Employee's job. The City

may delay job restoration to an Employee who fails to provide a required fitness-for-duty certificate. Costs for fitness-for-duty certifications will be borne solely by the Employee.

Consistent with the procedures set forth above with regard to a medical certification, the City may contact the Employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty certification (only for the serious health condition for which FMLA leave was taken). The City will not delay the Employee's return to work while contact with the health care provider is being made.

#### **FAILURE TO RETURN TO WORK AFTER FMLA LEAVE**

If an Employee does not return to work after the Employee's *twelve* (12) or *twenty-six* (26) weeks of FMLA leave (as applicable), the Employee may be considered to have voluntarily resigned.

#### **COMPLAINTS FOR VIOLATIONS OF THE FMLA**

An Employee who is aggrieved by a violation of the Family and Medical Leave Act may file a complaint with the U.S. Department of Labor, Wage and Hour Division, by calling 1-866-4-US-WAGE (*1-866-487-9243*).

#### **FURTHER INFORMATION**

For further information or clarification regarding FMLA leave, contact Treasurer/Comptroller's office.



## APPENDIX E

### CITY OF GROSSE POINTE WOODS

#### Social Security Number Privacy Policy

#### I. **Policy**

It is the City's policy to ensure to every extent practicable the confidentiality of Employees' Social Security numbers in accordance with the requirements of the Michigan Social Security Number Privacy Act.

#### II. **Implementation and Enforcement**

The effective date of this Policy was January 1, 2006. The City Administrator has responsibility for the implementation and enforcement of this policy.

#### III. **Permitted Uses of Social Security Numbers**

There are numerous legitimate and permissible uses of Social Security numbers. The most common include:

- A. **Use Authorized or Required by Law.** The City may use Social Security numbers if authorized or required by state or federal statute, rule, or regulation, or by court order or rule.
- B. **Primary Account Number.** The City may use an individual's Social Security number as the primary account number for the purposes itemized in section (C.) below.
- C. **Administrative Use in the Ordinary Course of Business.** The City may use Social Security numbers:
  - To verify the individual's identity or for similar administrative purposes related to employment;
  - To investigate an individual's claim, credit, criminal or driving history;
  - To detect, prevent, or deter identity theft or other crimes;
  - To lawfully pursue or enforce legal rights, such as an audit, collection, investigation, or transfer of an Employee benefit, or a claim, debt, receivable, or account;
  - To provide or administer Employee health insurance or membership benefits, claims, or retirement programs or to administer the ownership of shares of stock or other investments.

#### IV. **Restrictions on Use and Disclosure.** The City will comply with the following restrictions on the uses and disclosures of Social Security numbers as follows:

- A. **Public Displays**  
The City will not publicly or visibly display more than 4 sequential digits of a Social Security number.
- B. **Computer Use**  
The City will not require Employees to use or transmit more than 4 sequential digits of their Social Security numbers over the Internet or on a computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the City will not require Employees to use or transmit more than 4 sequential digits of their Social Security numbers to gain access to the Internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique personal identification or authentication device is also required.

**C. Mailing of Documents**

Mailing means the use of U.S. mail or other delivery services that do not require the recipient to sign for the package.

1. The City will not include more than 4 sequential digits of Social Security numbers on the outside of envelopes or packages and will not mail documents or information containing more than 4 sequential digits of Social Security numbers if those numbers are visible without manipulation from the outside of the envelope or package.
2. The City will not include more than 4 sequential digits of Social Security numbers in documents or information mailed to individuals for purposes other than those set forth in Section III (C) unless:
  - (1) The use of Social Security numbers is permitted or required under state or federal law;
  - (2) The document is sent as part of an application or enrollment process initiated by the individual;
  - (3) The document is sent to confirm the accuracy of an individual's Social Security number for an account, contract, policy, or insurance benefit or to establish, service, amend, confirm the status of, or terminate the account, contract, policy, or benefit;
  - (4) The document or information is mailed by or at the request of an individual or that individual's parent or legal guardian if a minor whose Social Security number appears in the document; or
  - (5) The document or information is mailed in a manner consistent with specific federal regulations.

**D. Access to Information and Training**

The City limits access to Social Security numbers to those Employees whose job duties require that they use this information in connection with City business. The Employees who have access to Social Security numbers are those who work in the following areas:

- Human Resources
- Benefits Administration
- Computer and Information Technology
- Executive Management

Documents and electronic files containing Social Security numbers will be maintained in a confidential manner and will not be disclosed to persons other than those working in the above areas.

All Employees in the above areas will be provided training on the specific requirements of the Michigan Social Security Number Privacy Act and the provisions of this policy.

**E. Disposal of Documents and Data**

The City will properly dispose of documents containing Social Security numbers by ensuring that all such materials are shredded prior to discarding. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

**V. Penalties**

Any Employee who has intentionally violated the Social Security Number Privacy Act or this policy will be subject to disciplinary measures up to and including discharge.

## APPENDIX F

### CITY OF GROSSE POINTE WOODS

#### Written Hazard Communication Program

##### GENERAL

The following hazard communication program has been established for the City. This program will be available for review by all Employees.

##### I. HAZARD DETERMINATION

The City will be relying on material safety data sheets (SDS) from suppliers to meet determination requirements. ***Check with your respective Department Head to get the location of the SDS's for your division.***

##### II. LABELING

- A. Only properly trained, designated personnel will be responsible for seeing that incoming and outgoing containers are properly labeled.
- B. All labels shall be checked for:
  - Identity
  - Hazard warnings (words/symbols/pictures)
  - Name and address of responsible party
  - Placards

##### III. MATERIAL SAFETY DATA SHEETS (MSDS)

- A. Each department will be responsible for compiling its master SDS file. This file will be accessible to all personnel.
- B. Each Department will be provided the required MIOSHA Right-To-Know posters and postings notifying Employees of new or revised MSDS regulations.

##### IV. EMPLOYEE INFORMATION AND TRAINING

- A. The Department Head or his/her designee shall coordinate and maintain records of all hazard communication training conducted for the City.
- B. Before beginning employment with the City, each new Employee will be given information on:
  - Chemicals and their hazards in the workplace;
  - How to lessen or prevent exposure to these chemicals;
  - What the company has done to lessen or prevent workers exposure to these chemicals;
  - Procedures to follow if they are exposed;
  - How to read and interpret labels and SDS;
  - Where to locate SDS and from whom they may obtain copies.
- C. The Employee will be informed that:
  - i. The City is prohibited from discharging or discriminating against an Employee who exercises his/her rights regarding information about hazardous chemicals in the workplace;
  - ii. As an alternative to requesting an SDS from the City, the Employee may obtain a copy from the Department of Public Health. A sign will be posted with the address and telephone number of the department responsible for such requests.
- D. Attendance will be taken at all hazardous communication training sessions. These records will be kept by the Department Head or his/her designee.
- E. Before any new hazardous chemical is introduced into the workplace, each affected Employee will be given applicable information including safety procedures.



**V. HAZARDOUS NON-ROUTINE TASKS**

- A. On occasion, Employees are required to do work in hazardous areas (e.g., confined spaces). Prior to starting work in such areas, each Employee will be trained about the hazards involved in these areas.

This information will include:

- Specific chemical hazards;
- Protection/safety measures the Employee must take to avoid harm;
- Measures the City has taken to lessen the hazards including ventilation, respirators, the presence of another Employee, and emergency procedures.

- B. It is the policy of the City that no Employee will begin work in a confined space or any non-routine task without first receiving proper training.

## **APPENDIX G**

### **CITY OF GROSSE POINTE WOODS**

#### **Travel & Related Business Expense Policy**

##### **SECTION I**

###### **Introduction**

This is a statement of policy on travel and business-related expenses for the City. This policy is intended to establish equitable standards and to achieve consistent and fair treatment of all elected officials, appointed officials, and/or Employees who incur such expenses. Reimbursement is not intended to provide supplemental income and travelers are expected to use the City's tax dollars with discretion. Effective control of travel and business expenses is a vitally important part of this City and is therefore a primary responsibility of anyone who incurs such expenses.

###### **Purpose**

The purpose of this travel and related business expense policy is to define the guidelines for legitimate and allowable expenses to comply with City and Internal Revenue Service requirements. It is also the purpose of this policy to accomplish the following:

- To furnish guidelines for those who incur, authorize, and/or approve expenses.
- To provide instructions for and establish uniformity in the reporting and substantiation of expenses incurred.

###### **Definitions**

The following position levels are subject to the guidelines of this policy:

- Elected officials: Mayor, City Council Members, and Municipal Judge;
- Appointed officials: City Administrator, City Assessor, City Attorney, City Clerk, and Treasurer/Comptroller
- Department heads/supervisors (administrative officers)
- Departmental staff/personnel: Including Employees under the direct supervision of an appointed official or a Department Head.

##### **SECTION II**

###### **Policy Guidelines**

1. Any proposed travel expenses for elected or appointed officials of the City on overnight travel shall receive prior approval by the City Council. Department Heads and other Employees shall receive prior approval by the City Administrator. The Finance Committee shall review verification of all such travel expenses and authorize the payment of it following the trip. The City Administrator will review and authorize payment for Department Heads and other Employees.
2. The Finance Committee and/or the City Administrator may deviate from this Policy for good cause.

In addition, recurring conference/meeting/training/seminar requests should be submitted by Department Heads on the appropriate annual budget worksheet. Reimbursements may be limited to previously authorized requests.

Travel requests for appointed or elected officials must be approved by City Council. Expense reports for approved travel must be approved by the Finance Committee.

## **Air Travel**

**Coach/Tourist Class** Non-stop coach/tourist class shall be the standard mode of air travel.

**First Class:** First Class air travel may only be used in an emergency.

**Documentation:** Ticket and evidence of payment shall be required for all reimbursement requests for air travel. Reimbursement shall be limited to air travel requests that were previously authorized (unless there was an emergency).

## **Automobile**

**City Vehicle** City vehicles will be utilized when the traveler has been assigned a car and air travel is not practical, (e.g., when the conference/meeting/training/seminar is in-state).

**Personal Automobile** Mileage allowance shall be per IRS guidelines, plus tolls and parking. Receipts are required for tolls and parking expenses.

If a personal automobile is utilized, travel time, meals, lodging costs, and mileage reimbursement will be limited to the actual expenses.

Individuals attending the same event should arrange carpools whenever possible. In the event of carpooling in a personal vehicle, only the registered owner of the vehicle will be paid for mileage. A traveler driving their personal vehicle will be reimbursed for the trip originating from their point of origin. The City does not pay for tickets or repairs to any personal vehicle.

**Rental – Auto/Taxi/Bus** A rental will be utilized only when no other mode of transportation is feasible, based on time, cost, or availability of transportation. Intermediate or compact models shall be the standard policy for auto rental.

**Documentation** Receipts are required for all reimbursements.

## **Lodging**

**Hotel/Motel** A single room with double occupancy shall be the standard lodging policy.

**Documentation** Receipts are required for all reimbursements. All previously authorized hotel/motel expenses will be reimbursed for the duration of a conference/meeting/training/seminar unless otherwise authorized.

Charges billed to the traveler's room that are not directly related to the business nature of the trip are the responsibility of the traveler and will not be reimbursed.

## **Meals**

**Per Diem** A per diem allowance of up to ~~\$50.00~~ **\$65.00** per day will be the



standard unless these meals are already included as part of the lodging/conference/training/seminar costs. Receipts are required for all reimbursements. Alcohol is not a reimbursable expense.

**Business Meals:** The Internal Revenue Service regulations set forth the following qualifications of a business meal: "It must be a quiet business meal in a restaurant, hotel dining room, eating club, or similar place where the surroundings and atmosphere are conducive to and at which a bona fide discussion actually takes place." The meal should be paid for and reported by the most senior elected official, appointed official, or Employee in attendance hosting the event. A receipt is required for all reimbursements.

**Entertainment/Hospitality:** Entertainment expenses can only be incurred by elected or appointed officials of the City. The entertainment expense should be paid for and reported by the most senior elected or appointed official in attendance hosting the event. A receipt is required for all reimbursements.

**Miscellaneous Expenditures:** The cost for Council Members or appointed officials, if attending, and their spouse/guest to attend the annual banquet and spouse/guest registration of the Michigan Municipal League and the host city reception of the National League of Cities or equivalent meeting will be paid for by the City. The Council Members or appointed officials will pay any other costs incurred in relation to the conference for the said spouse/guest.

### SECTION III

**Advances:** Cash advances, with prior approval, may be provided to Employees, appointed, or elected officials who travel so that they do not need to use personal funds to pay reimbursable expenses. An advance is a short-term loan and should be used to pay expenses directly for the business-related conference/meeting/training/seminar. Sponsoring agencies offering registration discounts should be utilized whenever possible as cost containment measures for the City.

**Personal Credit Cards:** Travelers may use their personal credit cards for travel-related expenses with the understanding that reimbursement may be made by the City after the trip is taken as long as proper documentation is submitted.

**Telephone Calls:** Long distance calls that are business-related may be paid by the City. However, if the traveler has an assigned City cell phone, he/she is required to use it whenever possible.

Receipts, statements, or paid bills are also required for reimbursement of all the following items:

- Committee meetings.
- City seminars.
- Conference or planning meetings.
- Convention registration.
- Employee relations.

### **Reimbursement:**

1. Properly completed and approved expense reports must be submitted within 30 days after the end of the conference/meeting/training/seminar.
2. Reimbursements will be paid in the form of a check.
3. If expenses are less than the cash advance received, repayment to the City by the traveler for the difference must be in the form of cash or a check payable to the "City of Grosse Pointe Woods" at the time an expense report is submitted.

## ATTACHMENT A

### Acknowledgement of Receipt of Employee Handbook

I have received the Employee Handbook and I understand that it is my responsibility to read and comply with all the policies and procedures contained therein.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

cc: Employee

**APPENDIX ATTACHMENT B**

Acknowledgement of City of Grosse Pointe Woods  
At-Will Employment Policy

The undersigned hereby understands and acknowledges the following:

1. That the City of Grosse Pointe Woods is an "At-Will" employer. This means that any Employee not covered by a collective bargaining agreement or individual employment agreement may be terminated at any time for any reason or for no reason at all with or without notice and with or without cause. Similarly, any Employee may resign his/her employment with the City at any time for any reason or for no reason at all, with or without notice or with or without cause.
2. That this at-will employment relationship with the City may not be changed by any written document, oral representation, or by conduct unless the City Council specifically acknowledges such change in writing.
3. That nothing in the Employee Handbook should be interpreted as being inconsistent with "At-Will" employment.
4. This Employee Handbook nullifies and supersedes any prior contract between you and the City.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

cc: Employee



Approved by Committee 03/25/19  
FINANCE COMMITTEE  
03-18-19 7C

MINUTES OF THE FINANCE COMMITTEE MEETING OF THE CITY OF GROSSE POINTE WOODS  
HELD ON MONDAY, MARCH 18, 2019, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL  
BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:37 p.m. by Chair McConaghy.

In attendance: Chairman McConaghy  
Members: Koester, Novitke

Absent: None

Also present: City Administrator Smith  
Treasurer/Comptroller Behrens  
Deputy City Clerk Antolin

Motion by Novitke, seconded by Koester, that all items on tonight's agenda be received and placed on file.

Motion passed by the following vote:

Yes: Koester, McConaghy, Novitke  
No: None  
Absent: None

Motion by Koester, seconded by Novitke, that the meeting minutes dated April 23, 2018 and February 11, 2019, be approved as submitted.

Motion passed by the following vote:

Yes: Koester, McConaghy, Novitke  
No: None  
Absent: None

Discussion ensued regarding the allocation of \$650,000 for Municipal Street Lights brought up during the April 23, 2018 Finance Committee Meeting.

Questions asked included:

- What are the savings per year?
- What are the conversion costs?
- Can the project be done in one or multiple phases?
- Is DTE the only company able to complete the work?
- Are there any maintenance costs?
- Are there any interest charges?
- What are the impacts on the fund balance?

City Administrator stated he can get the information in approximately two weeks to place this topic in the next Committee-of-the Whole Meeting.

There was a brief discussion regarding ornamental poles, gas lights and the use of LED lights.

The Committee commenced review of the General Fund Balance. The Treasurer/Comptroller provided an overview of the Budget Statistics sheet and Fund Balance Analysis update. She provided answers to questions of the Committee.

Discussion ensued regarding the comparison between the SEV, Taxable Value, and Millage rate of FY 18-19 and FY 19-20.

The Headlee Rollback results in a loss of \$169,557 in property tax revenue for FY 2020, although the overall increase in tax revenues is approximately \$250,000. The Consumer Price Index increased our taxable value for FY 2020 by 2.4%. Expenses have been based upon an increase of 3.5% in the fiscal forecast as a result of the unknowns associated with union negotiations.

Topics to consider when preparing budget and fiscal forecast:

- Union negotiations forthcoming;
- Needs and wants of each department;
- Limiting spending
- Being cautious when budgeting

The City Administrator stated that the figures in the budget are still tentative, in which a majority still needs to be approved.

The Treasurer/Comptroller was asked to provide information of current fiscal year budget with actual fiscal forecast numbers for 12 months to provide an estimate of surplus funds with the current fiscal year.

Honeywell was briefly discussed. When information is available a comparison will be conducted.

Public Comment:

- A resident briefly discussed his experience with Honeywell. Topics he mentioned were maintenance cost and system turnover rate.

Motion by Koester, seconded by Novitke, that tonight's meeting be adjourned at 8:23 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin  
Deputy City Clerk

RECEIVED

7D

FEB 19 2019

**Beautification Advisory Commission  
Lake Room – Grosse Pointe Woods City Hall  
20025 Mack Plaza Dr., Grosse Pointe Woods  
Meeting – February 13, 2019– 7:00 p.m.**

CITY OF GROSSE POINTE WOODS

approved by  
commission on  
3-13-19 (AR)

**Present:** Arslanian, Hess, Koester, McCarthy, Martin-Marshall, Miller (7:25), Stephens, Stewart

**Excused:** Casinelli, Hage, Medura, Sauter, Spreder, Ragland

**Also Present:** McConaghy

**Call to Order:** The meeting was called to order by Chairperson, D. McCarthy at 7:26 p.m.

**Minutes:** The January 9, 2019 minutes were distributed and reviewed.

Motion by Stephens, seconded by Miller, to approve the January 9, 2019 minutes as presented.

Motion carried by the following vote:

**Yes:** Arslanian, Hess, Koester, McCarthy, Martin-Marshall, Miller, Stephens, Stewart

**No:** none

**Excused:** Casinelli, Hage, Medura, Sauter, Spreder, Ragland

**Treasurer's Report:** M. Stewart advised the Commission of the status quo budget.

Motion by Hess, seconded by Stewart the approval of the Beautification Advisory Commission's 2019 budget as submitted (reference attached FY 2019 budget).

Motion carried by the following vote:

**Yes:** Arslanian, Hess, Koester, McCarthy, Martin-Marshall, Miller, Stephens, Stewart

**No:** none

**Excused:** Casinelli, Hage, Medura, Sauter, Spreder, Ragland

**Chairperson's Report:** McCarthy informed Commission of re-appointments and resignations of Commission members. Shared Beautification Council of Southeastern Michigan newsletter. Shared Biographical Sketches received and discussed candidates.

Motion by Stephens, seconded by Martin-Marshall to recommend the Mayoral appointment of Eric Reiter to the Beautification Advisory Commission.

Motion Carried by the following vote.

**Yes:** Arslanian, Hess, Koester, McCarthy, Martin-Marshall, Miller, Stephens, Stewart

**No:** none

**Excused:** Casinelli, Hage, Medura, Sauter, Spreder, Ragland

NOTE

**Awards Program:** Stephens updated the Commission on the 2019 Awards Program.

**Flower Sale:** Martin-Marshall updated the Commission on the 2019 Flower Sale. 2019 Flower Sale to be held May 10 and May 11, 2019.

**Council Report:** McConaghy reported on the City Council meetings.

**Old Business:** none

**New Business:** none



Motion by Martin-Marshall, seconded by Stephens to adjourn the Beautification Advisory Commission meeting at 8:11 pm.

Motion carried by the following vote:

**Yes:** Arslanian, Hess, Koester, McCarthy, Martin-Marshall, Miller, Stephens, Stewart

**No:** none

**Excused:** Casinelli, Hage, Medura, Sauter, Spreder, Ragland

Respectfully submitted,  
Rachelle Koester



# CITY OF GROSSE POINTE WOODS

20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

cc: Mayor  
Commission

RECEIVED

FEB - 4 2019

## BIOGRAPHICAL SKETCH

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

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

<input checked="" type="checkbox"/> Beautification Commission	<input type="checkbox"/> Building Authority
<input type="checkbox"/> Board of Review	<input type="checkbox"/> Community Tree Commission
<input type="checkbox"/> Citizens' Recreation Commission	<input type="checkbox"/> Downspout Board of Appeals
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Community Events Committee	<input type="checkbox"/> Mack Avenue Business Study Committee
<input type="checkbox"/> Local Officers' Compensation Commission	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Pension Board	<input type="checkbox"/> Other:
<input type="checkbox"/> Senior Citizens' Commission	

NAME: Eric Reiter

ADDRESS: 1597 Newcastle Rd.

TELEPHONE: Home: 313-881-3622 Office: 248-277-6006

E-Mail: ericjreiter@hotmail.com

OCCUPATION: Renaissance Baronette Hotel, Director, Rooms Operations

# OF YEARS RESIDENT OF GROSSE POINTE WOODS: 14

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

Previous member February 2010 - November 2016

EDUCATION: Southeastern Academy, Montgomery College

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: \_\_\_\_\_

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

I'm a hard worker, willing to help all members.

[Signature]  
Signature of sponsor

[Signature]  
Signature of applicant

Date: 2/2/19

Return to Clerk's Office

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

RECEIVED

FEB 20 2019

CITY OF GROSSE POINTE WOODS

City of Grosse Pointe Woods Historical Commission Minutes  
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236  
Conference Room at City Hall  
February 14, 2019

7E  
approved by  
commission  
on 3-14-19  
RR

**1. Call to Order**

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:37 p.m. by Chairperson Lynne Millies.

**2. Roll Call**

**Present:** George Bailey, Mary Kaye Ferry, Shirley Hartert, Suzanne Kent, Lynne Millies, Jim Motschall, Sean Murphy, Frank Romano, Becky Veitengruber, Giles Wilborn

**Unexcused:** Del Harkenrider

**Also Present:** Council Representative George McMullen Jr.

**3. Approval of Agenda**

**Motion** by Ferry, seconded by Romano, to approve the agenda as presented for February 14th, 2019. Ayes: all. Motion carried.

**4. Approval of Minutes**

**Motion** by Hartert, seconded by Murphy, to approve the January 10th, 2019 minutes as presented. Ayes: all. Motion carried.

**5. Items**

**A. Report of Treasurer:** Bailey reported that the commission balance is \$1,732.00 and the Cook Schoolhouse balance is \$5,173.11.

**B. Cook School:**

1. Winter Fest Summary: Ferry reported on the open house that 60+ visitors walked thru during the event.
2. Ferry reported that she stopped in the schoolhouse, found pipes in kitchen frozen. Ferry notified city and pipes were repaired. Bathroom door knob was replaced.
3. Bailey suggested ways to improve open house presentation.

**C. Commission Files:** Wilborn shared that he worked on file organization three times since last meeting. He spoke with City Clerk Lisa Hathaway regarding placement of artifacts.

**6. Old Business**

**A. Discussion of Policies:** Tabled until next meeting.

**B. Approval of Proposed Budget:**

**Motion** by Ferry, seconded by Romano, to accept the budget as presented for 2019-2020. Ayes: all. Motion carried.



**C. Approval of Annual Report:** Tabled.

**D. By-Laws Change:** Murphy reported that he met with City Clerk Lisa Hathaway regarding Commission by-laws. Since the by-laws of the commission were not written under the city's charter, our amendments were approved and commission by-laws are valid.

**7. New Business**

**A. Memorial Day:** Ferry shared details and assignments were given to prepare for the annual Circle of Honor.

**B. Update:** Information for the April 25<sup>th</sup> issue will be submitted. Open House dates will be: Saturday June 8th, Saturday July 20th, September 14th, October 12th (all noon-2:00 p.m., except September, which will be 5:00-7:00 p.m.)

**8. Public and Commissioner Comments**

**A.** Council member McMullen Jr. shared various updates on city events and happenings.

**B.** Kent invited members to a workshop being presented by Hartert, at the HW Library. Kent also shared information about the MI Local History Conference.

**9. Adjournment**

The meeting adjourned at 9:15 p.m. by Chairperson Millies.

Respectfully submitted:

Becky Veitengruber, Secretary

*The next meeting of the Grosse Pointe Woods Historical Commission will take place on  
March 14th, 2019 at 7:30 p.m. in the Conference Room at City Hall,  
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236*

**RECEIVED**  
JAN 22 2019  
CITY OF GROSSE POINTE WOODS

Senior Citizens' Commission  
January 15, 2019

7F

MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, JANUARY 15, 2019 IN THE LAKE ROOM AT THE COMMUNITY CENTER, 20025 MACK AVENUE, GROSSE POINTE WOODS, MI 48236.

**CALL TO ORDER:** Mark Strek, Chairperson called the meeting to order at 7:00 pm

approved by  
commission on  
3-19-19 (AR)

**ROLL CALL:**

Commission Members: Beeby, Bryant, Isett, Motschall, O'Hara, Strek, Thorton, Uhlig-Johnstone, Wehrmann, and Witt

Absent: None

**APPROVAL OF MINUTES:**

Motioned by Witt, seconded by Wehrmann, to approve the minutes for the Senior Citizens' Commission meeting held on November 20, 2018. Said motion passed unanimously.

**CHAIRPERSON REPORT:**

Strek shared a Thank you note from Kathleen Norris for the Senior Commission contribution to the Senior Holiday Social held on December 7, 2018. Wehrmann reported the Holiday Social was well attended at Assumption.

Strek reported that 4 Commission Council member's terms have been renewed by the Mayor: Motschall and Thorton have been renewed until December 2021 and Beeby and Uhlig-Johnstone have been renewed until December 2019.

**COUNCIL REPRESENTATIVE REPORT:**

Bryant provided clarification of term limits of Commission Council members: Community Interest groups serve 1 year and General Community representatives serve 3 years.

Bryant stated there are still 2 vacancies. Bryant received a biographical sketch from Fredrick Dodge. Bryant will contact Fredrick Dodge to invite to the next scheduled Commission meeting.

**COMMUNITY REPRESENTATIVE REPORT:**

Wehrmann provided an update from the Grosse Pointe Woods Senior Coordinator, Kathleen Norris:

- **Senior Holiday Social 2018:** The event was a big hit. 168 people enjoyed the photo booth, the table gifts, the food, and the Grosse Pointe North Choir. About 80 people left with a door prize. Next year's social will be held on 12/6/2019 at The Assumption Cultural Center.
- **Lunch & A Movie:** January movie ("Mama Mia 2") is full. The February movie ("RBG") is about 2/3's full. The March movie is "Finding Your Feet", and the April movie is "Green Book".
- **Monthly Senior Trips:** The February trip to the casino still has about 40 seats available on the bus. The March trip is to Ikea and the April trip is to Livingston Antique Mall in Howell. Special arrangements have been made for a trip on June 11<sup>th</sup> to the GM Heritage Center (a private car collection). This venue is not open to the public. The tickets are \$15 for residents and \$17 for non-residents. Flyers are available if needed.
- **Crafty Afternoon:** The February and March craft classes are about half full. The April class will be Tote Bag Printing and the May class will be Branch Weaving.

Norris provided Senior Program brochure that was made 3 years ago for the Commission to review and is willing to add information about the Commission in the brochure if needed.

**TREASURER'S REPORT:**

Wehrmann reported a balance of the Carry-Forward Budget as of October 31, 2018 is \$6,736.47. The balance of the Council Approved General Fund as of October 31, 2018 is \$2,573.41.

**Motioned by Wehrmann, seconded by Strek, that the Senior Citizens' Commission recommend City Council to approve an amount not to exceed \$500 for expenses related to the Ice Cream Social held on May 15, 2019. Said motion passed unanimously.**

**Motioned by Uhlig-Johnstone, seconded by Motshall, that the Senior Citizens' Commission hereby requests City Council to approve the financial report of December 31, 2018. Said motion passed unanimously.**

**The Helm REPORT:**

Uhlig-Johnstone reported The Helm recently installed a generator to become a 12 hour warming and cooling center. The Helm will be hosting an Open House Event on Saturday, January 26<sup>th</sup> from 1:00 to 4:00 pm to showcase upcoming programs. AARP will offer tax assistance again this year on Thursdays, February 7<sup>th</sup> through April 11<sup>th</sup> by appointment only to those aged 60 and over.

**NEW BUSINESS:**

No Report.

**OLD BUSINESS:**

- a. Strek stated there are still 2 vacancies on the Senior Citizens' Commission. Bryant will reach out to Fredrick Dodge.
- b. Witt and Isett continue to work on the brochure. Brochure committee speak with Kathleen Norris regarding current brochure for Senior Programs.  
O'Hara inquired if the Commission members would be able to use Facebook as a possible outreach opportunity. Discussion concluded resulting in Bryant reviewing with staff at City Hall about the Commission using Facebook as a possible outreach opportunity.

**ADJOURNMENT:**

**Motion made by Isett, seconded by Witt, that the meeting adjourn at 7:26pm. Said motion passed unanimously.**

Respectfully submitted,  
Heidi Uhlig-Johnstone  
The Helm Representative



**NOTE**



CITY OF GROSSE POINTE WOODS  
SENIOR CITIZEN COMMISSION  
TREASURER'S REPORT  
DECEMBER 31, 2018

CARRY-FORWARD BUDGET BALANCE

CASH RESERVES -OCTOBER 31, 2018 \$ 6,736.47

ACTIVITY:

SENIOR PICNIC RECEIPTS 70.00

BALANCE AS OF DECEMBER 31, 2018 \$6,806.47

COUNCIL APPROVED GENERAL FUND

BUDGET BALANCE - OCTOBER 31, 2018 \$2,573.41

ACTIVITY:

EXPENSES:

HOLIDAY SOCIAL 561.29

BALANCE AS OF DECEMBER 31, 2018 \$2,012.12

CARRY FORWARD REVENUES(JULY 1, 2018- DECEMBER 31, 2018)

ACCOUNTING CODE CORRECTION	\$ (81.00)
SENIOR PICNIC RECEIPTS	<u>\$ 415.00</u>

GENERAL FUND EXPENSES DETAIL(JULY 1, 2018 - OCTOBER 31, 2018)

SENIOR PICNIC:	DEPOSIT WALLY'S FROZEN CUSTARD	\$ 100.00
	NATIONAL CONEY ISLAND	575.00
	GIFT CARDS, ICE	74.59
	MISC SUPPLIES	<u>12.00</u>
		<u>\$ 761.59</u>
SENIOR EXPO:	ASSUMPTION CULTURAL CENTER	<u>\$ 165.00</u>
HOLIDAY SOCIAL	GIFT CARDS	\$ 50.00
	DESSERT - MACHIORI CATERING	<u>511.29</u>
		<u>\$ 561.29</u>
	TOTAL	<u>\$ 1,487.88</u>

Minutes of the Grosse Pointe Woods Tree Commission Meeting February 6, 2019.

The meeting was called to order by Chairman Chan at 7:30.

The following members were present:

Tim Butler  
Stephen Chan  
Maria Galbo  
Laura Gaskin  
Robert Greening  
Peter Groschner  
George Hathaway  
Mary Ellen Meyering  
Randy Rennpage

Following members were absent:

Jeff Profeta

Motion by Butler, seconded by Rennpage to approve the agenda for the meeting February 6, 2019 with additions from Chairman Chan, passed by the following vote.

Yes: 9 No: 0 Absent: 1

Motion by Gaskin, seconded by Groschner to approve the minutes of the meeting November 07, 2018 and the meeting December 5, 2018 passed by the following vote:

Yes: 9 No: 0 Absent: 1

Treasurer's Report: Tim Butler reported that our balance is \$915.63 following purchase of the Arbor Day trees.

Old Business: Chairman Chan passed out a packet of information for the Arbor Day activities. Tree bagging will take place Thursday April 18 at 4:00 p.m. at the Department of Public Works. Presentations to the 3<sup>rd</sup> graders will take place the week of April 22-26, 2019. Tim Butler reported that the Carly Cardinal: The Magic of Trees video is available on YouTube for the convenience of the presenters.

New Business: We need to recruit another member to replace Joe Backer.

The Community Room has been reserved for the Tree Dedication ceremony on April 3, 2019. Discussion of plans is delayed until next month due to Jeff Profeta's absence.

RECEIVED  
FEB 20 2019  
CITY OF GROSSE POINTE WOODS  
approved by  
Commission  
on 3-6-19  
(AR)

Members should review their budget needs and get them to Tim Butler for preparation of the 2020 budget.

Council representative Rich Shetler provided an update of current city business. He reported that Maria Galbo was officially appointed to the Tree Commission by the mayor on February 4, 2019.

Motion to adjourn at 8:25 p.m. moved by Gaskin, and seconded by Greening, was unanimous.

Submitted by: Mary Ellen Meyering    Office Held: Secretary    Cell: 313 505 2352



RECEIVED  
MAR 28 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Approved by Commission 03/25/19

Compensation and Evaluation Committee  
February 25, 2019

74

MINUTES OF THE MEETING OF THE COMPENSATION AND EVALUATION COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, FEBRUARY 25, 2019, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Chair: Council Member Arthur Bryant

Members: Mayor Robert E. Novitke, Council Member Todd A. McConaghy

ABSENT: None

ALSO PRESENT: City Administrator Bruce Smith

The meeting was called to order by Chair Bryant at 8:40 p.m.

Motion by Novitke, second by McConaghy, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, McConaghy, Novitke

No: None

Absent: None

A discussion concerning compensation and evaluation was conducted with Bruce Smith.

Motion by Novitke, seconded by McConaghy, that the meeting be adjourned at 9:15 p.m. Passed unanimously.

Respectfully submitted,

Arthur Bryant



## CITY OF GROSSE POINTE WOODS MEMORANDUM

8A

**Date:** March 28, 2019

**To:** Mayor and City Council

**From:** Cathrene A. Behrens, Treasurer/Comptroller

**Re:** Proposed 2019-20 Budget

RECEIVED  
MAR 29 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

A handwritten signature in blue ink, appearing to be "CB", is located next to the "From:" line.

Pursuant to Section 8.2 of the City Charter, I hereby present a recommended budget summary for fiscal year 2019-20. It is prepared in compliance with state law and will be discussed at length during upcoming Finance Committee meetings.

The budget summary has been compiled utilizing the City's post Board of Review taxable value of 723,476,987 with a proposed millage rate of 13.4300 for general operating; .0690 for public relations; 2.5674 for solid waste and 3.9550 for the Grosse-Gratiot Drain.

Staff has scheduled meetings with city engineers to review the water/sewer budget proposal and discuss future rates. I am requesting consideration from members of the Finance Committee to schedule a budget meeting for Monday, April 22, 2019 for discussion.

Thank you.

2019 - 20 PROPOSED BUDGET SUMMARY  
City of Grosse Pointe Woods

Date: 03/28/2019

	2018 - 19 AMENDED	2019 - 20 PROPOSED	Change
<b><u>GENERAL FUND</u></b>			
General Government	\$3,524,574	\$3,711,377	
Public Safety	\$6,047,023	\$6,334,173	
Public Works	\$4,645,697	\$3,103,808	
Management Info. Systems	\$457,908	\$440,507	
Parks & Recreation	\$1,692,161	\$1,932,827	
Total General Fund	\$16,367,363	\$15,522,692	(\$844,671)
<b><u>SPECIAL REVENUE</u></b>			
Major Street	\$1,074,993	\$1,634,623	
Local Street	\$993,612	\$2,040,458	
Parkway Beautification	\$56,500	\$52,500	
Cable Fund	\$363,500	\$3,500	
Act 302 Training	\$13,200	\$32,700	
Solid Waste	\$1,752,561	\$1,753,984	
CDBG	\$43,769	-	
911 Service Fund	\$109,563	\$114,993	
Drug Forfeiture	\$4,000	\$6,000	
Total Special Revenue	\$4,411,698	\$5,638,758	\$1,227,060
<b><u>DEBT SERVICE FUND</u></b>			
Grosse Gratiot Drain (Milk River)	\$2,302,015	\$3,309,523	
Road Bond Debt	\$970,652	\$978,318	
Total Debt Funds	\$3,272,667	\$4,287,841	1,015,174
<b><u>CAPITAL PROJECTS FUND</u></b>			
Road Construction	\$9,193	\$268,823	
Municipal Improvement	\$1,223,698	\$293,454	
Capital Improvement Fund	\$2,683,275	\$0	
Total Capital Projects Fund	\$3,916,166	\$562,277	(\$3,353,889)
<b><u>INTERNAL SERVICE FUNDS</u></b>			
Workmen's Compensation	\$160,848	\$129,747	
Motor Vehicle Fund	\$2,332,365	\$2,249,806	
Total Internal Service Funds	\$2,493,213	\$2,379,553	(113,660)



Date: 03/28/2019

	2018 - 19 AMENDED	2019 - 20 PROPOSED	Change
<b><u>ENTERPRISE FUNDS</u></b>			
Water & Sewer	\$10,471,749	\$10,214,320	
Parking	\$840,624	\$869,917	
Boat Dock	\$763,750	\$296,285	
Commodity Sales	\$50,500	\$50,500	
Total Enterprise Funds	\$12,126,623	\$11,431,022	(\$695,601)
<b><u>FIDUCIARY FUNDS</u></b>			
Supplemental Annuity	\$265,203	\$274,795	
Pension Trust Funds	\$3,733,698	\$3,823,614	
Retiree Healthcare (OPEB)	\$50,000	\$50,000	
Total Fiduciary Funds	\$4,048,901	\$4,148,409	\$99,508
<b>Budget Total</b>	<b>\$46,636,631</b>	<b>\$43,970,552</b>	<b>(\$2,666,079)</b>

\*\*\* The estimated proposed budget is subject to change, as more budget meetings are scheduled.



# CITY OF GROSSE POINTE WOODS

## Office of the Treasurer/Comptroller

### Memorandum

8B

RECEIVED

MAR 18 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**DATE:** March 18, 2019

**TO:** Mayor Novitke and City Council

**FROM:** Cathrene Behrens, Treasurer/Comptroller (LB)

**CC:** Lisa K. Hathaway, City Clerk

**SUBJECT:** Records Retention & Disposal Schedule

The City has adopted the State of Michigan Local Government Financial Records General Schedule #31, as approved by the State of Michigan on 4/7/2009. The schedule, see attached, does not have a listed retention period for hand written checks received from the public for utilities payments, tax payments, and/or goods and services.

The City currently performs daily electronic deposits of checks received by scanning each check received directly into Comerica Bank remote deposit portal. Once the checks are scanned into the portal, they are immediately available as an electronic copy (.pdf) for re-printing purposes. Checks are currently being maintained for a period of period of six (6) months. I reached out to the bank to see what their customer recommended retention is, and while they have no "official" retention recommendation, they verbally provided me with a thirty (30) day estimate.

I am requesting that City Council authorize the following change to the City of Grosse Pointe Woods Financial Records Schedule to incorporate a 60-day retention period for these checks and authorize the City Clerk to submit the attached form to the State for approval. There are some circumstances where "original" checks have had to be submitted to the bank for verification purposes but the City is notified of this within 5-7 business days.

**RECORDS RETENTION AND DISPOSAL SCHEDULE**  
Michigan Department of Technology, Management and Budget  
Records Management Services  
**DTMB-0043 Revised 3/6/2018**

**SECTION 1. LOCAL GOVERNMENT INFORMATION**

1. Local Government Type

County ☐ City ☒ Village ☐ Township ☐ Court ☐ School District ☐ College/University ☐ Other ☐

2. Government Unit Name

**CITY OF GROSSE POINTE WOODS**

3. Department Name

**FINANCE DEPARTMENT**

**SECTION 2. APPROVALS**

The records described herein are deemed necessary:

- (1) For the continued effective operation of this agency;
- (2) To constitute an adequate and proper recording of its activities; and
- (3) To protect the legal rights of the government entity and of the people of Michigan.

This Retention and Disposal Schedule meets the administrative, legal and fiscal requirements of this agency.

Note: This schedule must be signed by all approving entities before the agency disposes of any records.

**Lisa K. Hathaway, City Clerk**

Local Government Signature

Printed Name

Date

Department of Technology, Management and Budget,  
Records Management Services Signature

Printed Name

Date

Department of Natural Resources, Archives of Michigan Signature

Printed Name

Date

State Administrative Board Approval Stamp

Date

**SECTION 3. RETENTION SCHEDULE**

Item Number	Record/Record Series Title and Description	Retention Period
138	Customer Checks Receipted by City	60 Days

SUBMIT TO: State of Michigan, Records Management Services, P.O. Box 30026, Lansing, MI 48909



**General Retention Schedule #31  
Local Government Financial Records**

Item Number	Series Title and Description	Total Retention
----------------	------------------------------	--------------------

**Finance Department**

**Note:** personnel and payroll records are covered separately by General Schedule #26 Local Government Human Resources (approved 10-7-2008) which is available online at <http://www.michigan.gov/recordsmanagement/>.

100     Insurance Policies     ACT

These files include insurance policies that provide coverage for property and casualty, workers compensation, errors and omission, fleet, general liability, umbrella, etc. **ACT = until the insurance provider is no longer obligated to pay out on the particular policy after it expires. Contact the insurance provider of each policy to determine this length of time, if the information is not specified within the policy itself. Note: if a policy covers a "lifetime," then 80 years should be sufficient.**

101     Insurance Claims     FY+7

These files are used to document claims that are submitted to an insurance provider. They may contain claim forms, correspondence and supporting documents for each claim that is submitted.

102A   Accident Reports/Claims--Adults     CR+7

Accident reports for personal injuries, property damage claims, and other incidents provide details about any unexpected incidents on government property. The reports may list the location of the accident, description of the accident, first aid administration, witnesses, person injured, type of injury or property damage, actions taken, recommendations to prevent reoccurrence, etc. The reports may be reviewed and signed by relevant administrators. These files may include related information, such as witness statements, medical information, legal counsel, subsequent claims, etc.

102B   Accident Reports/Claims--Minors     ACT+3

Accident reports for personal injuries, property damage claims, and other incidents provide details about any unexpected incidents on government property. The reports may list the location of the accident, description of the accident, first aid administration, witnesses, person injured, type of injury or property damage, actions taken, recommendations to prevent reoccurrence, etc. The reports may be reviewed and signed by relevant administrators. These files may include related information, such as witness statements, medical information, legal counsel, subsequent claims,

PERM = Permanent

ACT = Active

EVT = Event

SUP = Superseded

EXP = Expiration Date

CR = Creation Date

FY = Fiscal Year

**General Retention Schedule #31  
Local Government Financial Records**

Item Number	Series Title and Description	Total Retention
----------------	------------------------------	--------------------

etc. ACT = until minor turns 18 years old. Note: pre-injury waivers effectuated by parents on behalf of their minor children are not presumptively enforceable. Specifically, within the context of Michigan's overriding policy, and in the absence of any specific legislative exceptions permitting the waiver of liability by parents in these situations, the release signed on behalf of a minor cannot be construed as valid. See MCL 600.5851-5852 and Michigan Court of Appeals Docket #275079.

103A	<u>Bids and Quotes--Awarded</u>	ACT+6
------	---------------------------------	-------

Bids are received from vendors for products, services and contracts that are needed for construction, furnishings, grounds maintenance, trash and snow removal, cleaning services, transportation, etc. These files may include the invitation to bid, request for proposal, the bid documents that are submitted, the reviewer documentation, etc. **ACT = until the contract with the awarded vendor expires.**

103B	<u>Bids and Quotes—Not Awarded</u>	ACT+2
------	------------------------------------	-------

Bids are received from vendors for products, services and contracts that are needed for construction, furnishings, grounds maintenance, trash and snow removal, cleaning services, transportation, etc. These files may include the invitation to bid, request for proposal, the bid documents that are submitted, the reviewer documentation, etc. **ACT = until a bid is awarded.**

104	<u>Contracts, Leases and Agreements</u>	EXP+6
-----	---	-------

These contracts may cover a variety of services including construction, custodial work, copiers, facility rental, information technology service providers, maintenance, wiring, telephone services, employment, land, etc. These files may include contracts, correspondence with the vendor, warranties, copies of purchase orders, etc. Note: the Clerk or some other office may be the official recordkeeper for contracts.

105	<u>Annual Budget</u>	FY+5
-----	----------------------	------

These records document the requested and adopted amount of money for all departments, along with any amendments, that is appropriated for each account/line item for each fiscal year. These records may include work papers. A copy of all approved budgets will be retained permanently in the governing body's meeting records.

**General Retention Schedule #31  
Local Government Financial Records**

<b>Item Number</b>	<b>Series Title and Description</b>	<b>Total Retention</b>
106	<u>Financial Data System</u>  This record is used as a general ledger to track and document financial transactions. It is usually maintained as a database or spreadsheet. It may contain digital images, electronic documents and electronic correspondence that serve as supporting documents to each transaction. This system may also contain data that documents other government functions, such as payroll, pensions, etc. Select data and supporting documents may need to be retained longer if the transaction relates to a contract, loan or other activity that is not completed within the specified timeframe.	FY+7
107	<u>Accounting Transaction Detail</u>  This record details all revenue, expenditures and balance sheets that are recorded in various accounts. It may be retained as paper, electronic data, computer output microfiche, etc. It also includes the chart of accounts that defines the accounting codes that are used.	FY+7
108	<u>Receivables</u>  These records document items that are purchased by others or services that are provided to others. They may include invoices, cash receipts, support documents, agreements, ledgers, etc.	FY+7
109	<u>Receipts</u>  These records document deposits into various accounts. They may include a cash receipt list, receipt register, etc. Information in these records may include the check number, date, receipt number, description, amount deposited, batch number, account number, etc.	FY+7
110	<u>Journal Entries</u>  These records document transfers between accounts, they record expenses not included in accounts payable, and revenues not in cash receipts. The transaction balance report may identify the account number, account description, transaction amount, date, journal entry number, transaction description, etc. <b>Note: individual records that document the purchase of a fixed asset may need to be retained until the asset is disposed of.</b>	FY+7

PERM = Permanent

ACT = Active

EVT = Event

SUP = Superseded

EXP = Expiration Date

CR = Creation Date

FY = Fiscal Year



**General Retention Schedule #31  
Local Government Financial Records**

<b>Item Number</b>	<b>Series Title and Description</b>	<b>Total Retention</b>
111	<u>Budget Summaries and Balance Sheets</u>  These records document the status of budgetary activity on each account. They may identify the account balances per month and year to date, activity within the month on each account, etc.	FY+7
112	<u>Payment Records</u>  These files document the payment for goods and services. They may include purchase orders, packing slips, requisitions, invoices, etc. <b>Note: individual records that document the purchase of a fixed asset may need to be retained until the asset is disposed of.</b>	FY+7
113	<u>Telephone/Communications Bills</u>  These bills are received from the telephone service provider and may be used to generate bills that are distributed to each department. These bills may cover services for telephones, cellular phones, pagers, etc. These records may contain the call detail and the financial statement.	FY+7
114	<u>Procurement Card Applications</u>  These records document which employees are issued a procurement card for making purchases. These files may include the procurement cardholder application, cardholder agreement form, the cardholder maintenance form, etc. ACT = while the procurement card is held by the cardholder.	ACT+5
115	<u>Bank Activity</u>  These records document activity on the government entity's bank account. They may include deposit slips, reconciliations, cancelled checks, check registers, bank statements, electronic funds transfer transactions, etc.	FY+7
116	<u>Annual Local Unit Fiscal Report</u>  The State of Michigan and the Federal Government require all local units of government to file an annual fiscal report with the Michigan Department of Treasury (Form F-65) that documents financial activity.	FY+7

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**General Retention Schedule #31  
Local Government Financial Records**

<b>Item Number</b>	<b>Series Title and Description</b>	<b>Total Retention</b>
117	<u>Sales Tax Reports</u>  These annual reports are prepared at the end of each calendar year to document the amount of sales tax that is collected. They are sent to the Michigan Department of Treasury.	FY+7
118	<u>Comprehensive Annual Financial Report (CAFR)</u>  These reports are submitted annually to the Michigan Department of Treasury at the end of the calendar year. They are often prepared with the assistance of auditors, and they document all incoming and outgoing funds. These records include the work papers and the reports. Some local governments choose to keep the final reports permanently.	FY+7
119	<u>Municipal Finance and Borrowings</u>  These files document bonds for capital and construction projects. They may include transcripts of bond proceedings and other supporting documentation.	EXP+7
120	<u>Qualifying Statements</u>  These forms are submitted annually to the Michigan Department of Treasury. They permit the local government to buy bonds. If a bond is purchased, these records will be maintained in accordance with item #118 as supporting documentation. If no bonds are sold, these records can be destroyed after 1 year.	CR+1
121	<u>Final Affidavit of Payment</u>  The final affidavit of payment is evidence that all funds that were borrowed by the local government were paid back in full.	PERM
122	<u>Bond Cremation Certificates</u>  The Bond Cremation Act (PA 56 of 1962) requires public corporations to cremate or disintegrate obligations or interest coupons upon maturity, and to receive a certificate documenting the destruction of the records.	PERM
123	<u>Fixed Asset Inventory Data</u>  This record is a list of all major property and its book value. Local government policy determines the value at which property must be included on an inventory. The value of these items is then distributed	ACT

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**General Retention Schedule #31  
Local Government Financial Records**

Item Number	Series Title and Description	Total Retention
	across the useful life of the property. Information on the inventory may include a description of the item, value, date purchased, depreciation amount, insurable value, building location, etc. <b>ACT = until the annual report for the fiscal year in which the item was disposed is audited.</b>	
124	<u>Fixed Asset Annual Report</u>	FY+7
	The Government Accounting Standards Board (GASB) Statement 34 establishes the annual reporting requirements for financial statements prepared by local governments. This annual report is produced from the fixed asset inventory.	
125	<u>Disposition of Scrap and Surplus Materials</u>	FY+3
	These records document the disposition (destruction or sale) of scrap and surplus materials. They may include authorizations, correspondence, receipts, inventories, etc.	
126	<u>Audits--Support Documents</u>	ACT+7
	Audits of finances are conducted annually by an independent certified public accounting firm. These files may include work papers, schedules, reconciliations, etc. <b>ACT = until the final report is issued [see OMB Circular A-133.320 (g)].</b>	
127	<u>Audits--Final Report</u>	CR+10
	This final report is submitted by the auditors. A copy of final audit reports will be retained permanently in the governing body's meeting records. However, this office may select to keep a permanent copy too.	
128	<u>Financial Projections/Plans/Forecasts</u>	SUP
	These reports contain multi-year projections/plans/forecasts about anticipated income and/or expenditures. They may cover capital improvement projects, construction cost schedules, general fund revenue, fund balances, taxable value, road projects, etc. <b>SUP = retain until superseded by a new report. Superseded reports may continue to be valuable for reference purposes beyond this minimum retention period.</b>	

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**General Retention Schedule #31  
Local Government Financial Records**

**110**

<b>Item Number</b>	<b>Series Title and Description</b>	<b>Total Retention</b>
129	<u>Indirect Costs</u>  These records are created annually to determine the allowable indirect cost rate that the local government may charge to various state and federal grants.	FY+7
130	<u>Grants</u>  These files document grants from state, federal and private agencies that are administered by the finance department. These files may contain applications, budgets, worksheets, adjustments, plans, rules and regulations, award letters, committee records, staffing sheets with account numbers, grant evaluation/monitoring reports, audits, periodic progress reports, etc. <b>ACT = until the grant is closed out, plus any additional time that is required by the granting agency for auditing purposes. Final reports and products of the grant may be kept longer for use and reference purposes.</b>	ACT
131	<u>Denied Grant Applications</u>  These records document grants that were applied for, but were not received. They may have reference value for preparing future grant applications. They may contain application forms, budget proposals, letters of support, narrative plans, supporting documentation, etc.	CR+1
132	<u>State Reports</u>  Local governments are required to submit various financial reports to the Michigan Department of Treasury annually.	FY+7
133	<u>Pension Plan Documentation</u>  These records document the terms of employee pension plans. They include plans that are administered by the local government, and plans that are administered by outside parties. <b>ACT = as long as any employee is enrolled in this specific plan.</b>	ACT
134	<u>Pension Investment and Finance Statements</u>  Some local governments administer their own pension plans internally or with the assistance of a vendor. These monthly reports document pension plan investments and the financial status of accounts.	FY+7

**General Retention Schedule #31  
Local Government Financial Records**

**111**

<b>Item Number</b>	<b>Series Title and Description</b>	<b>Total Retention</b>
135	<u>Pension Plan Audits, Annual Reports and Actuarial Valuations</u>  Some local governments administer their own pension plans. These reports document annual audits, financial reporting and third party actuarial valuations of the pension plan accounts and investments.	CR+100
136	<u>Employee Pension Files</u>  Some local governments administer their own pension plans. These records document pension benefits for employees and retirees and their beneficiaries. They may include the original hiring notice, promotion notices, correspondence, exclusion letters, beneficiary forms, insurance elections, disability retirement approvals, etc. Note: these records may be maintained by Payroll. <b>ACT = until the retiree or beneficiary dies or a former employee becomes ineligible for a pension.</b>	ACT+5
137	<u>Public Body Meeting Records</u>  These files document the meetings of public bodies such as retirement boards, investment committees, etc. They include agendas, minutes, and supporting documentation (such as transcripts, correspondence, investment reports, etc.) that were reviewed by the public body during its meetings.	PERM

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MEMO 19-11

RECEIVED

MAR 25 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services

F.S.

DATE: March 25, 2019

SUBJECT: Fiscal Year 2018-2019 City Hall and Grounds Contractual Services Budget Transfer

During fiscal year 2019/2020, \$65,100.00 was allocated for City Hall and Grounds Contractual Services in account number 101-444-818.000. This account funds needed repairs and services at the Municipal Complex, Public Safety garage/detective quarters, and the Cook schoolhouse throughout the year. The needed repairs and services include but not limited to heating and cooling, plumbing, electrical, janitorial, window washing, carpet cleaning, blind cleaning, and shredding services. The majority of these funds are already allocated to vendors on open purchase orders for services we receive annually.

City Hall and Grounds Contractual Services Account Total	\$ 65,100.00
Total of miscellaneous contractual services on purchase orders and completed	\$ 48,082.36
K & S Ventures open purchase order	\$ 10,500.00
Remaining available balance to cover additional plumbing, electrical, etc.	\$ 6,517.64

There is \$15,000.00 allocated to cover all heating and cooling, plumbing, electrical, and miscellaneous janitorial services and repairs. Of that \$15,000.00, the city allocates \$10,500.00 on an open purchase order to K & S Ventures, the city heating and cooling contractor. The City of Grosse Pointe Woods has three boilers that heat the Municipal Complex, two furnaces that heat the Public Safety garage/detective quarters, and one furnace that heats the Cook schoolhouse. K & S Ventures are called out to service all the heating and cooling systems when they are not functioning correctly, performs the State of Michigan required inspections to ensure all boilers are up to code and performs all preventative maintenance bi-annually.

On October 9, 2018, the Public Safety weight room, located in the Public Safety Scout Car Garage, heating and cooling system failed. K & S Ventures installed a new unit for a cost of \$4,055.00. On February 22, 2019, K & S Ventures found a pump was leaking in the ceiling while performing routine maintenance of replacing filters. K & S Ventures replaced the pump motor for a cost of \$1,714.84. After this repair, there is only \$82.29 remaining on their open purchase order. On March 6, 2019, there was no heat in the Community Center. K & S Ventures were called to repair the issue and found that boiler #1 was in alarm. It was determined that the boiler had a broken control relay burner. K & S Ventures installed a new control relay burner at a cost of \$3,425.90. There are not enough funds remaining in account no. 101-444-818.000, City Hall and Grounds Contractual Services to pay for the emergency service that was performed or any future services that may come up in the next few months.

K & S Ventures open purchase order	\$ 10,500.00
Public Safety garage/detective quarters new heating and cooling system	\$ 4,055.00
Replaced pump motor in City Hall	\$ 1,714.84
Miscellaneous heating and cooling service calls throughout fiscal year	\$ 4,647.87
Remaining balance on K & S Ventures open purchase order	\$ 82.29

On February 2, 2019, there was water damage from a pipe burst in the break room closet at city hall. GM Restoration, LLC. provided emergency water damage remediation services for the Municipal Court hallway for a cost of \$4,118.30. This unplanned service was charged to account no. 101-444-818.000, City Hall and Grounds Contractual Services. There has been an insurance claim, the city will be reimbursed for this expense; however, the funds will not be replaced into this account.



Remaining available balance to cover additional plumbing, electrical, etc.	\$ 6,517.64
GM Restoration, LLC emergency water damage remediation services	\$ 4,118.30
Available balance as of 3/25/2019	\$ 2,399.34

Every spring, the Municipal Complex carpet is cleaned and the windows and blinds are washed. The funds for these services are not already allocated on a purchase order; therefore, there are not enough funds to have these annual contracted services completed.

Unfortunately, there are two handicap accessible doors used to enter the municipal complex that are not operational. I received a quote to have them repaired for an estimated cost of \$3,750.00. Additionally, the fire apparatus entry side door steel pillars need to be repaired for an estimated cost of \$4,500.00. Due to the above-mentioned unforeseen events, there are also not enough funds to have these contracted services completed.

Repair two handicap accessible doors	\$ 3,750.00
Repair fire apparatus entry side door steel pillars	\$ 4,500.00
Carpet cleaning	\$ 1,400.00
Window washing	\$ 1,450.00
Blind cleaning	\$ 1,500.00
<b>Total of outstanding services</b>	<b>\$ 16,025.90</b>

Therefore, I recommend a budget amendment and transfer for Fiscal Year 2018-19 from account no. 101-000-699.000, Transfer from prior year Reserve Fund Balance, into account no. 101-444-818.000, City Hall and Grounds Contractual Services in the amount of \$20,000.00.

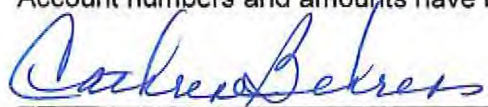
Approved for Council consideration.

  
Bruce Smith, City Administrator

3/24/2019  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
Cathrene Behrens, Treasurer/Comptroller

3/25/2019  
Date



**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**

8D

**RECEIVED**

MAR 26 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

**Date: March 26, 2019**

**To: Mayor and City Council**

**From: Cathrene Behrens, Treasurer/Comptroller**

**Re: Public Act 202 – Fiscal Year 2018 Retiree Health Care Underfunded Status**

Please find attached the completed Application for Waiver and Plan for the City of Grosse Pointe Woods Retiree Health Care Plan required by the State of Michigan as part of Public Act 202 of 2017.

The form has been completed by staff and provides a brief explanation of current obligations for future retirees of the City for Retiree Health Care Fund who are entitled to retiree health care benefits (hired pre-2008). The City received notification of this requirement on February 27, 2019 and the waiver form is required by the State no later than 45 days from this date.

The appropriate documentation is required with this filing, indicating that the governing body has reviewed and approved this report for submission. Attached to this 2018 waiver request is the actuarial estimate of reaching a 40% funded level within 30 years prepared by City actuaries, Rodwan Consulting. I have also made reference that the City is still awaiting a determination of compliance for the Fiscal Year 2017 Corrective Action Plan submitted on March 1, 2019.

I am respectfully requesting City Council authorize the attached P.A. 202 Application for Waiver and Plan for Fiscal Year 2018 for submission to the State of Michigan Local Retirement Board in order to meet the April 12, 2019 deadline.





GRETCHEN WHITMER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RACHAEL EUBANKS  
STATE TREASURER

February 27, 2019

**Determination of Underfunded Status:  
In Corrective Action**

Fiscal Year: 2018

Municipality Code: 822130

**Sent Via Email**

City of Grosse Pointe Woods  
cbehrens@gpwmi.us

Re: Retirement System Annual Report

Dear Administrative Officer or Designee:

Thank you for submitting your fiscal year 2018 Retirement System Annual Report (Form 5572) in accordance with Public act 202 of 2017. **Based upon review, the following retirement system(s) are in corrective action as identified in the prior fiscal year:**

Gross Pointe Woods Retiree Health Plan

- Please continue to follow the guidance previously issued for corrective action plan compliance for the systems listed above. The Municipal Stability Board will evaluate if the local unit is addressing its underfunded status.

**Required Payments for Retirement Health Benefits**

For local units that offer a retirement health benefit system, pursuant to the Act, Section 4(1)(a) requires that the local unit must pay at least both of the following:

- 1.) **Normal costs for employees first hired after June 30, 2018.**
- 2.) Any retiree premiums that are due for retirants in the retirement system.

Beginning with Form 5572 submissions for fiscal year 2019, retirement health benefit systems will trigger preliminary underfunded status if your local unit responds "No" to either question for the payment requirements listed above. If your local unit no longer offers a retirement health benefit to new employees, you may select "N/A" within the Form 5572.

Thank you for your commitment to fiscal stability and compliance with the requirements of Public Act 202 of 2017. If you have any questions, please email our office at [LocalRetirementReporting@michigan.gov](mailto:LocalRetirementReporting@michigan.gov) or visit



[Michigan.gov/LocalRetirementReporting](https://Michigan.gov/LocalRetirementReporting) for step-by-step reporting instructions and helpful FAQs.

Sincerely,

Michigan Department of Treasury  
Local Retirement Reporting Team

## Protecting Local Government Retirement and Benefits Act

### Application for Waiver and Plan:

### Defined Benefit Pension Retirement Systems

Issued under authority of Public Act 202 of 2017.

#### I. MUNICIPALITY INFORMATION

Local Unit Name: City of Grosse Pointe Woods Six-Digit Muni Code: 822130  
Defined Benefit Pension System Name: City of Grosse Pointe Woods Retiree Health Care Plan  
Contact Name (Administrative Officer): Cathrene A. Behrens  
Title if not Administrative Officer: Treasurer/Comptroller  
Email: cbehrens@gpwmil.us Telephone: (313) 343-2604

#### 2. GENERAL INFORMATION

**Application for Waiver and Plan:** This Application for Waiver and Plan may be filed by any local unit of government with at least one defined benefit pension retirement system that has triggered a preliminary review of underfunded status. In accordance with Public Act 202 of 2017 (the Act), if the state treasurer determines that the underfunded status is adequately being addressed by the local unit of government, the state treasurer shall issue a waiver of the determination of underfunded status. If requesting a waiver, you must submit a separate and unique application for each underfunded retirement system as determined by the *2018 Retirement System Annual Report* (Form 5572).

**Due Date:** The local unit of government has **45 days from the date of notification** to complete and file the Application for Waiver and Plan. Failure to file within 45 days will result in a determination of underfunded status for your local unit of government as defined by the Act, and your local unit of government will be required to submit a corrective action plan to the Municipal Stability Board for approval.

**Filing:** This Application for Waiver and Plan must be approved by the local government's administrative officer and its governing body. **You must provide proof of your governing body approving this Application for Waiver and Plan and attach the documentation as a separate PDF document.** Failure to provide documentation that demonstrates approval from your governing body will automatically result in a denial of the waiver application.

The completed application must be submitted via email to [LocalRetirementReporting@michigan.gov](mailto:LocalRetirementReporting@michigan.gov). **If you have multiple underfunded retirement systems, you are required to complete separate applications and send a separate email for each underfunded system.** Please attach each application as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: **Waiver-2018, Local Unit Name, Retirement System Name** (e.g. Waiver-2018, City of Lansing, Employees' Retirement System Pension Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury's automatic reply. This will be the only notification confirming receipt of the application(s).

**Considerations for Waiver:** A successful Application for Waiver and Plan will demonstrate what your local unit **has already done** to adequately address its underfunded status. Prospective solutions will not be granted merit in determining the outcome of the waiver application (e.g. future amendments to collective bargaining agreements, upcoming millage proposals, potential budget changes, etc.). However, Treasury may consider additional ongoing funding dedicated to your retirement system if those commitments have been formally enacted by the governing body and can be documented. Section three of this waiver application allows the local unit of government to enter a brief description

of prior actions that have already been implemented to adequately address its underfunded status. For purposes of Sec. 6.(1) of the Act, this application will also be considered the plan.

Underfunded status for a defined benefit pension system is defined as being less than 60% funded according to the most recent audited financial statements, and, if the local unit of government is a city, village, township, or county, the actuarially determined contribution for all of the defined benefit pension retirement systems of the local unit of government is greater than 10% of the local unit of government's annual governmental fund revenues, based on the most recent fiscal year.

### 3. DESCRIPTION OF PRIOR ACTIONS

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

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local unit of government done to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

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

#### Category of Prior Actions:

☒ **System Design Changes** - System design changes may include the following: Lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.

**Sample Statement:** *The system's multiplier for current employees was lowered from 2.5X to 2X for the **General Employees' Retirement System** on **January 1, 2018**. On page 8 of the attached actuarial supplemental valuation, it shows our funded ratio will be **60%** by fiscal year **2020**.*

#### Enter System Design Statement here:

The following changes have been put into place effective 2008. For active Employees hired prior to August 1, 2008, the retiree healthcare contributions listed below began in April, 2011. These contributions will be through payroll deduction under a salary reduction agreement and pro-rated monthly. Employee contributions shall be placed in a retiree healthcare arrangement as determined and adopted by the City. This is a closed plan.

Employees hired after August 1, 2008 are not entitled to the healthcare benefits presently provided to retirees/spouses. The City will contribute to a plan on behalf of each new Employee for each month in which the Employee is compensated for at least 150 hours \$150.00 per month effective August 1, 2009 thereafter. Employee accounts will be invested in a qualified Retiree Health Coverage Arrangement under the provisions of the Internal Revenue Code which will permit application of a vesting schedule to retiree benefits.

☒ **Additional Funding** – Additional funding may include the following: voluntary contributions above the actuarially determined contribution, bonding, millage increases, restricted funds, etc.

**Sample Statement:** *The local unit provided a lump sum payment of **\$1 million** to the **General Employees' Retirement System** on **January 1, 2018**. This lump sum payment was in addition to the actuarially determined contribution (ADC) of the*



system. The additional contribution will increase the retirement system's funded ratio to **61% by 2025**. Please see page **10** of the attached enacted budget, which highlights this contribution of **\$1 million**.

**Enter Additional Funding Statement here:**

Since fiscal year 2015-2016, the City has voluntarily contributed \$50,000 to the Retiree Health Trust account for those employees hired prior to 2008. This account is held at Charles Schwab and actively managed by Fund Evaluation Group. The fund is overseen by the Retiree Health Care Board of Trustees.

In addition to the \$50,000 annual contribution made by the City, in February 2018, \$508,000 was transferred from an Employee Incentive Program Retiree Health Care account previously held at ICMA-RC. This account is funded through payroll deduction of those employees who are entitled to retiree health care upon meeting the applicable criteria of the City. These payroll deductions are remitted monthly to the City's Charles Schwab account and range from \$4,600 to \$5,000 per month. Total current annual contributions to the Retiree Health Care Trust account range between \$105,200 and \$110,000 annually.

☒ **Other Considerations** – Other considerations may include the following: outdated Form 5572 information, enterprise fund revenue considerations, actuarial assumption changes, amortization policy changes, etc.

**Sample Statement:** The information provided on the Form 5572 from the audit used actuarial data from **201**. Attached is an updated actuarial valuation for **2018** that shows our funded ratio has improved to **62%** as indicated on page **13**.

**Sample Statement:** **50%** of our retirement liabilities are attributable to employees within our enterprise divisions as shown in the attached analysis, yet we could not include enterprise revenue as part of our governmental funds. The attached analysis shows that our revenue ratio (ADC / Total Governmental Funds) would only be **5%** when including enterprise funds within the calculation.

**Enter Other Considerations Statement here:**

The City of Grosse Pointe Woods is currently managing our Retiree Health Care obligations for employees hired prior to August 1, 2008 on a pay as you go basis. The City has utilized this methodology of paying retiree health care obligations and has never withdrawn funds from the Retiree Health Care Trust account to fund these liabilities. Attached is a copy of the corrective action plan prepared by City actuaries providing an estimate of the annual contribution required to reach a 40% level of in our retiree health care fund by 2047. The annual retiree health care estimated expenses continue to be budgeted during the annual budget process and discussion will take place during the budget process for Fiscal Year 2019-20 regarding the additional allocation of \$200,000 required to meet this goal. The City is awaiting the determination of the State regarding the 2017 Corrective Action Plan submitted on 3/1/2019.

#### **4. DOCUMENTATION ATTACHED TO THIS WAIVER APPLICATION AND PLAN**

Documentation must be attached as a .pdf to this waiver application. The documentation must demonstrate the prior actions that have already been implemented to adequately address the local unit of government's underfunded status. Please ensure this documentation directly supports and highlights the systems funded ratio as entered in section three of the waiver application above. Please check all documents that are included as part of this application and attach in successive order as provided below:

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

*Continued on Page 4.*

**Naming Convention**

- ☒ Attachment – 1  
☒ Attachment – 1a  
  
☒ Attachment – 2a  
  
☐ Attachment – 3a  
☐ Attachment – 4a  
  
☐ Attachment – 5a  
  
☐ Attachment – 6a  
  
☒ Attachment – 7a

**Type of Document****This Waiver Application and Plan (Required)****Documentation from the governing body approving the Waiver Application and Plan (Required)**

Actuarial Analysis (annual valuation, supplemental valuation, projection)

Internally Developed Projection Study

Documentation of additional payments in past years that is not reflected in your audited financial statements (e.g. enacted budget, system provided information).

Documentation of commitment to additional payments in future years (e.g. resolution, ordinance)

A plan that the local unit has already approved to address its underfunded status, which includes documentation of prior actions and the positive impact on the system's funded ratio

Other documentation, not categorized above

**5. LOCAL UNIT OF GOVERNMENT'S ADMINISTRATIVE OFFICER APPROVAL OF WAIVER APPLICATION AND PLAN**

I Cathrene A. Behrens, as the government's administrative officer (*enter title*)  
Treasurer/Comptroller (Ex: City/Township Manager, Executive director, Chief Executive Officer, etc.) approve this Application for Waiver and Plan. We are requesting a waiver of underfunded status, because we have already implemented substantial changes to our retirement system as described above.

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

The Retirement Pension System listed below will achieve a funded status of at least 60% by the Fiscal Year listed below.

Retirement Pension System Name: Grosse Pointe Woods Retiree Health Care Plan Fiscal Year: 2047

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Grosse Pointe Woods  
Retiree Health Plan  
Additional Employer Contributions for  
PA 202 Corrective Action Plan**

The contributions below include an additional contribution each year of \$200,000 in excess of benefit payout.

<b>Year</b>	<b>Employer</b>	<b>Funded</b>
<b>Beg 7/1</b>	<b>Contribution</b> *	<b>Ratio</b>
2018	\$ 1,616,800	1.94%
2019	1,681,165	2.54%
2020	1,785,160	3.13%
2021	1,868,702	3.73%
2022	1,963,583	4.33%
2023	2,052,657	4.95%
2024	2,157,361	5.57%
2025	2,271,358	6.20%
2026	2,381,029	6.86%
2027	2,538,336	7.54%
2028	2,698,895	8.25%
2029	2,839,741	9.01%
2030	2,970,844	9.82%
2031	3,137,746	10.67%
2032	3,300,938	11.60%
2033	3,445,919	12.61%
2034	3,576,941	13.70%
2035	3,708,541	14.88%
2036	3,819,387	16.17%
2037	3,909,175	17.58%
2038	3,991,921	19.11%
2039	4,078,545	20.77%
2040	4,142,057	22.58%
2041	4,192,326	24.56%
2042	4,252,324	26.70%
2043	4,306,115	29.05%
2044	4,351,750	31.62%
2045	4,369,063	34.44%
2046	4,395,397	37.52%
2047	4,214,435	40.89%

\* Includes the \$200,000 additional contributions each year.



8E

City of Grosse Pointe Woods  
Parks and Recreation

RECEIVED

MAR 26 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Memorandum 9-19

**Date:** March 26, 2019  
**To:** Bruce Smith, City Administrator  
**From:** Frank Schulte, Director of Public Works *FS*  
Nicole Gerhart, Recreation Supervisor *NG*  
**Subject:** Application for Community Use of Recreational Facilities

At the Committee of the Whole meeting on March 25, 2019 City Council directed city administration to revise the "Application for Community Use of Recreational Facilities" form.

Attached is the revised form. Once approved by City Council the "Application for Community Use of Recreational Facilities" will be in effect immediately.

RECOMMENDED FOR APPROVAL AS SUBMITTED:

*Bruce Smith*  
\_\_\_\_\_  
City Administrator

*MARCH 26, 2019*  
\_\_\_\_\_  
Date

Council approval required



## City of Grosse Pointe Woods Parks and Recreation Department

20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236

Telephone: 313-343-2408 • Fax: 313-642-5105 • Email: comctr@gpwwi.us

### Application for Community Use of Recreational Facilities

Applications should be submitted 60 days prior to requested use date and must have approval by City Council to use Recreational Facilities.

#### ORGANIZATION INFORMATION

Date of Application: \_\_\_\_\_ Name of Organization: \_\_\_\_\_  
Organization Contact Person: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

#### ORGANIZATION TYPE

- ☐ Public School in GPW ☐ Public School in Grosse Pointe District ☐ Private School In GPW  
☐ Non-Profit (provide 5013C number): \_\_\_\_\_ ☐ Other: \_\_\_\_\_

#### GPW RESIDENT INFORMATION

Name of GPW Resident: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Address of GPW Resident: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

#### EVENT DETAILS

☐ Ghesquiere Baseball Diamond # \_\_\_\_\_ ☐ Ghesquiere Hockey Rink  
☐ Bramcaster Soccer Field ☐ Jackson Soccer Field  
☐ Lake Front Park Tennis Court # \_\_\_\_\_ ☐ Other: \_\_\_\_\_  
Requested Use Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
Estimated Total # Attendance \_\_\_\_\_ Estimated # of GPW Residents in Attendance: \_\_\_\_\_  
Purpose for which premises to be used: \_\_\_\_\_

#### HOLD HARMLESS AGREEMENT

The undersigned agrees to make financial restitution to the City for any damage to or loss of City property or equipment caused by the above named group or any individual present at this event. Further, the undersigned does hereby release and hold harmless the City of Grosse Pointe Woods, its elected or appointed officials, employees and volunteers from any and all claims or loss resulting in bodily injury or property damages caused by the undersigned or any third party present at this event. Further, the undersigned agrees to financial reimbursement to the City if additional cleanup is necessary by city employees. The City reserves the right to cancel arrangements in case of emergencies with or without notice.

Liability insurance coverage must be submitted with the application. Such insurance shall state "The City of Grosse Pointe Woods is listed as an additional insured." under "Description of Operations" be in a form acceptable to the City and certificates of such insurance coverage shall be furnished upon request and prior to the use of the facilities. If deemed necessary, the user will provide security coverage as directed, and will also be responsible for associated costs.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

#### OFFICE USE ONLY

Class Type: \_\_\_\_\_ Insurance submitted with application: ☐ Yes ☐ No Insurance rating: \_\_\_\_\_

Recommended for approval as submitted : ☐ Yes ☐ No

Signature & Date: \_\_\_\_\_  
Department Head Date

Recommended for approval as submitted : ☐ Yes ☐ No

Signature & Date: \_\_\_\_\_  
City Administrator Date

Council Approval Date: \_\_\_\_\_



## **City of Grosse Pointe Woods Parks and Recreation Department**

20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236  
Telephone: 313-343-2408 • Fax: 313-642-5105 • Email: comctr@gpwmi.us

### **Community Use of City Recreational Facilities Guidelines**

#### **Community Use of City Facilities**

Community Use Applications should be submitted at least 60 days prior to requested use date and will be considered in the order received. Applications must have approval by City Council for use. The City reserves the right to deny use of Recreational Facilities.

#### **Priority Statement:**

Organizations that are categorized in Class I will receive first priority consideration for use of City facilities, followed by those in Class II, and III.

The City reserves the right to classify or reclassify all organizations and to reduce part or all of the fees because of special circumstances.

#### **Classification of Users**

The City's recreational programs have first priority in the use of all City facilities. The priority of other uses for City recreational facilities is divided into three classes. A fee schedule may be implemented by the City to help defray the cost of the recreational facilities and to preserve the parks and recreation budget.

##### **Class I – City of Grosse Pointe Woods**

This includes actual City recreation programs, functions, and special events. This can also include actual City committees or groups affiliated with the City as determined by the City Council. No fees are assessed for Class I groups.

##### **Class II – Grosse Pointe Woods Groups and Organizations**

This classification includes community groups using the Grosse Pointe Woods recreation facilities that contain a majority of persons who reside in the City of Grosse Pointe Woods. Community groups and organizations can also be designated by City Council when they provide substantial recreation or service to Grosse Pointe Woods. These groups may be charged labor, contractual, and equipment fees.

##### **Class III – Individual Residents of Grosse Pointe Woods or Non-Profit**

This classification includes community groups requesting the use of the Grosse Pointe Woods recreation facilities when less than 50% of the group reside in Grosse Pointe Woods, however more than 50% of the participants reside in the Grosse Pointe School District. These groups may be charged labor, contractual, and equipment fees in addition to rental fees.



**Classification of Users Chart**

Class Type	Residency		Type of Group	Insurance Required
	Class I	GPW City Event	<ul style="list-style-type: none"><li>• City event</li><li>• City commission</li></ul>	<ul style="list-style-type: none"><li>• No</li></ul>
	Class II	50% GPW residents or more	<ul style="list-style-type: none"><li>• School within GPW</li><li>• GPW community based league</li></ul>	<ul style="list-style-type: none"><li>• Yes, “The City of Grosse Pointe Woods is listed as an additional insured.” under “Description of Operations”.</li></ul>
	Class III	Less than 50% GPW residents and 50% or more GP School residents	<ul style="list-style-type: none"><li>• Non-profit group (5013C)</li><li>• School within GPW district boundaries</li><li>• Competitive league</li><li>• Private School</li></ul>	<ul style="list-style-type: none"><li>• Yes, “The City of Grosse Pointe Woods is listed as an additional insured.” under “Description of Operations”.</li></ul>

**General Regulations:**

1. All applications for use of City facilities shall be made on a printed form, Application for Use of Recreational Facilities. The use of any City facility shall, under all circumstances be subject to the terms and conditions, and to the agreements of the applicant set forth in these policies and regulations and hereby adopted by the City of Grosse Pointe Woods as an integral part of these policies. All applications shall be made to the Recreation Supervisor.

The applicant or organization requesting the use of City facilities must be a resident of Grosse Pointe Woods or the organization must be located within the City of Grosse Pointe Woods or be a public organization providing recreational services to residents of Grosse Pointe Woods. Organizations or groups requesting use of City facilities must be able to demonstrate substantial local resident participation in order to meet City rental requirements and admittance requirements.

Liability insurance coverage must be submitted with the application. Such insurance shall state "**The City of Grosse Pointe Woods is listed as an additional insured.**" under "**Description of Operations**" be in a form acceptable to the City and certificates of such insurance coverage shall be furnished upon request and prior to the use of the facilities. If deemed necessary, the user will provide security coverage as directed, and will also be responsible for associated costs.

2. Once an application is approved by the City Council there is to be no variation from the permit or any dates of use listed on the permit except under the following conditions:
  - a. Cancellation – All permits are granted with the understanding the City reserves the right to cancel. In the event of a cancellation, any prepaid rental will be reimbursed to the applicant. Organizations which have been granted permits may cancel them by giving written notice of cancellation to the Parks and Recreation Department at least 24 hours in advance of the specified time for use. For Saturday and Sunday permits, a 48 hour notice is required. Permit holders will be responsible for the full agreed rental upon failure to give proper notice of cancellation in the time required.
3. Upon approval of an application, it is agreed by the organization or individual that:

- a. The City is released from all liability whatsoever to persons or property for injuries or damages resulting from the use of the property described in the application, and that the City will be fully indemnified against any claims therefore.
  - b. The City will be reimbursed for the full amount of the cost of repairing any damage over and above ordinary wear to the facility used by it. The user is responsible for the cost of any damage to City or private equipment and/or property damaged as a result of the use of City facilities, including damage caused by any member of the public.
4. The right of permit holders to assign or sublease this permit or to charge a fee to other organizations for the use of City property is specifically prohibited.
5. All permits granting use of a facility will be granted for a specific time period not to exceed one year in length from the date of issuance.
6. A list of all participants with addresses shall be submitted.
7. The City reserves the right to use, for any purpose, any portion of a building or of the grounds, not specifically reserved by this permit at the same time the permit is in effect.
8. Building use will be limited to use of public restrooms unless otherwise specified in the permit.
9. Applicants are not permitted to sell food or drink.
10. All advertising is prohibited.
11. Fire Prevention:
  - a. Smoking in all City buildings is prohibited.
  - b. Use of open flames is prohibited, unless in City provided equipment or with prior approval by the City and included in the permit.
  - c. Exits and corridors must be kept free of obstructions at all times.
12. The use of City supplies or equipment is not permitted. Storage of user's supplies and materials permitted only with permission of city administration.
13. No decorations or signs may be erected without the specific approval of city administration, and all decorations and signs must satisfy the legal requirements of the State of Michigan and the City.
14. A permit is subject to cancellation if the regulations are not followed or if there is a violation of the law while the City facilities are being used.

MEMO 19-12

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services  
DATE: March 22, 2019  
SUBJECT: Recommendation – Printing Services

RECEIVED

MAR 27 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

An "Invitation to Bid" to provide printing services for the City calendar, "Update" newsletters, and the Annual Drinking Water Quality Report from July 1, 2019 through June 30, 2022 was mailed to eight companies on February 21, 2019. It was also advertised in the Grosse Pointe News. The bid opening was held on March 19, 2019 and the following bids were received:

Compton Press Industries, Inc.	\$56,658.00
Accufirm Printing & Graphics, Inc.	\$79,935.00
Cirtis 1000, Inc.	\$105,027.00
Dearborn Lithograph, Inc.	Disqualified

Compton Press Industries has provided printing services to the city for fiscal years 2013/2014 to present and their service has been satisfactory fulfilling our printing needs on a timely basis.

Therefore, I recommend the contract be awarded to the lowest qualified bidder Compton Press Industries, Inc., 23079 Commerce Dr, Farmington Hills, MI 48335 to supply printing services for the City calendar, "Update" newsletters, and the Annual Drinking Water Quality Report from July 1, 2019 through June 30, 2022 in an amount of \$56,658.00 or \$18,886.00 per fiscal year. This is a budgeted item that will be included in account 101-780-880.000 in the amount of \$18,238.00 for the calendar and newsletters and in account 592-536-757.000 in the amount of \$648.00 for the annual water quality report in the fiscal year budgets for 2019/2020, 2020/2021, and 2021/2022.

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

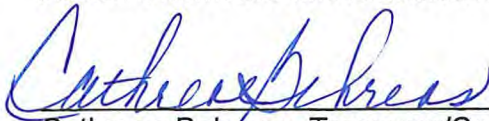


Bruce Smith, City Administrator

3/27/2019  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Cathrene Behrens, Treasurer/Comptroller

3/27/2019  
Date




9B

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

**RECEIVED**

**MAR 26 2019**

**CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT**

DATE: March 26, 2019  
TO: Bruce J. Smith, City Administrator   
CC: Catherine Behrens, City Treasurer/Comptroller  
FROM: Gary Capps, Information Technology Manager  
SUBJECT: Citywide Phone System

As you are aware, the Toshiba CIX 670 Phone System used by all City Departments has reached the end of its already extended lifecycle. The system was originally purchased from CTS Unitel in 1998. In 2005 the City hired Plante Moran to perform a Strategic Telecom Review and the outcome of this was that we upgraded the Toshiba system to allow for growth and add VOIP (Voice over IP) which has many advantages over the traditional digital phones that we partially still use today. That decision extended the life of the Phone System for another 14 years. In the past year Toshiba pulled out of the telephone market in North America, parts are no longer readily available, and due to the age of the system it needs to be replaced.

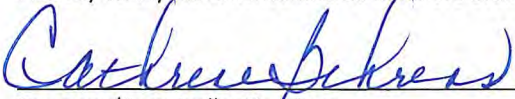
Since the phone system is a critical component to the communication between the residents and all City departments I feel it is necessary to hire an expert in the industry that is neutral and assist the City in exploring all of the modern options such as on premise phone systems like we have now vs. cloud based phone solutions, and also the consideration of CJIS compliance for Public Safety personnel. It is also very important that each department is provided an opportunity to have input regarding their specific needs and any features they may choose to explore to enhance the functionality within their respective departments. Plante Moran can provide this service, perform a network and technology study of our infrastructure, interview each Department to assess their needs, develop an RFP, obtain competitive bids, be present during demonstrations, assist in selecting a vendor, and present this to City Council for their approval.

I recommend the City utilize Plant Moran as our consultant to perform this service. Their cost will be \$13,200 and funds are available in the 2018-2019 budget in account 101855977.000. Attached is their proposal for your review. I would like to place this item on the City Council Agenda April 1, 2019 to request approval from Mayor and Council and to authorize the City Administrator to sign the contract.


I hereby certify that the above items are necessary for the proper operation of this Department.

  
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

February 19, 2019

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

Dear Bruce:

Plante Moran is pleased to present our proposal to provide services to define requirements and select a replacement phone system to the City of Grosse Pointe Woods. 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.

#### **PROJECT OBJECTIVE**

The City of Grosse Pointe Woods is seeking assistance with a replacement of their current telephone environment. The City is considering replacement of the entire system to take advantage of current technologies, in particular Voice over IP (VoIP), and is open to considering hosted as well as on premise solutions. The City desires to engage the services of a highly qualified consultant to define the technical requirements and lead vendor selection activities for a new system. Please note that based on our discussions with your team, the City's emergency dispatch center is out of scope for this project.

The key objectives of this project are to conduct the necessary assessment and design activities to develop a detailed Request for Proposal (RFP) in order to solicit proposals from qualified vendors to provide a new voice communications solution for the City, as well as to analyze and evaluate the proposals received in order to aid the City in selecting a preferred vendor. We have used the following methodology for numerous design and selection projects for public sector clients; the work-plan below summarizes our approach.

#### **SCOPE OF SERVICES**

In order to achieve the City's outlined objectives we will use the following phased approach with the fourth phase as an optional activity upon the City's selection of a telephony solution. The phases will be conducted as shown below:

<b>Phase 0: Project Monitoring Activities</b>	<b>Phase 1</b>	Request for Proposal (RFP) Development
	<b>Phase 2</b>	Vendor Selection
	<b>Phase 3</b>	Implementation Management (Optional)



## **Phase 0 - Project Management**

**Phase Objective and Summary of Activities:** The purpose of this phase is to conduct activities that are relevant to managing the project and enhancing its success for the City. The major activities to be performed will be as follows:

1. Conduct project initiation activities & define project organizational structure
2. Establish project collaboration center

### **1. Conduct Project Initiation & Define Project Organizational Structure**

---

This step will be completed during an on-site kick-off meeting with the City's Project Team. Project initiation activities will be conducted to introduce the Project Team, finalize the project scope, deliverables and timetables. These objectives will be accomplished through the development of a project organizational structure, a detailed project plan, and regularly scheduled progress meetings.

We will work jointly with the City's Project Team to design a process that will meet the overall needs of the City. As standard practice in the majority of our engagements, particularly those related to IT assessments and RFP development, we have designed a very collaborative approach to create a high probability of implementation success.

### **2. Establish Project Collaboration Center**

---

Over the last few years, collaboration environments such as Microsoft SharePoint have become increasingly viable tools in which to establish project collaboration environments for large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of this engagement. As a firm, we have significant expertise in the use of SharePoint as an overall project repository for our engagements. We will work with the City in the establishment of a project collaboration environment using SharePoint that will last for the duration of the entire project.

As part of this activity, we will also prepare and distribute an initial Information Request List. City staff responsible for collecting this information will be trained by Plante Moran staff on how to upload data to the collaboration center. Should the City prefer to use an alternative document repository, we would be happy to accommodate.

## **Phase 1 – Requirements Definition and Request for Proposal (RFP) Development**

**Phase Objective and Summary of Activities:** The purpose of this Phase is to review the City's current network and telephone processes and systems in order to gain a comprehensive understanding of the current technical environment. Using the information gathered during discovery activities, we will develop an RFP document to solicit proposals from qualified vendors to replacement the current telephone system for the City. The overall objective of Phase 1 is to develop a comprehensive Request for Proposal (RFP) document that will allow the City to select a new telephony solution that best satisfies your requirements. This phase will include the following activities:

1. Collect and review documentation



2. Assess technical environment
3. Develop preliminary budget for the new solution
4. Develop and finalize telephone and infrastructure specifications
5. Develop and finalize a Request for Proposal (RFP) to providers of telephone solutions

## **1. Collect and Review Documentation**

---

Prior to our kickoff meeting, Plante Moran will review existing documentation to gain a comprehensive understanding of your current technology environment. Documents to be reviewed are anticipated to include the following:

- Network & Telecom - WAN and LAN diagrams, internet connectivity, network management tools, security management tools, telecommunication systems, vendor and service contracts, etc.
- Server & Storage Environment - Equipment & Operating Systems inventory, system management tools for the purposes of examining the feasibility of a virtualized VoIP solution.
- Workstation Environment - Equipment & Operating Systems inventory for the purposes of determining compatibility with various manufacturers' softphone and presence solutions.
- Productivity Applications - List of office productivity and mobile device applications used by the organization, number of users of the application, etc.

Please note that we do **NOT** expect the City to create any documentation that does not already exist. For any of the areas where documentation is either lacking or does not exist, the pertinent information will be obtained during the subsequent assessment processes.

## **2. Assess Technical Environment**

---

As a part of the discovery we will meet with your IT Manager to review and clarify the following:

- Infrastructure architecture and telephone environment
- System performance and monitoring
- Current issues and limitations of the infrastructure
- Proposed/revised architecture or configuration change deployment plans

Key feedback from these activities will be incorporated into the RFP design and specifications.

## **3. Develop Preliminary Budget**

---

Given the timing for this project in relationship to the City's fiscal year and annual budget development process, we will develop a preliminary budget for the new solution with consideration for the following costs in both an on premise and hosted deployment model.

- Year 1 Costs
  - Initial capital expenditures and first year operating expenditures for on premise solutions
  - Non-recurring and monthly recurring costs for hosted solutions

- Year 2 through 5 operating expenditures and/or monthly recurring costs
- 5 year total cost of ownership

#### 4. Develop Telephony Specifications

As a basis for the development of telephone specifications, we will leverage existing best practice technical specifications that we have developed for public sector clients of similar size and complexity. These best practices will be tailored with the critical and unique requirements for the City that were identified in Phase 1 of the project. The ultimate design for the new solution will include all technical and functional specifications needed to satisfy the City's requirements for a new VoIP communications system, including consideration for on premise and hosted solutions.

On completion of the development of draft specifications and requirements, we will meet with the appropriate City staff to review and collect feedback and edits which will be incorporated into the final RFP.

#### 5. Develop Request for Proposal (RFP) Document

We will develop a RFP document to solicit responses in a format that will ensure that comparable proposals are received from all bidders and which will facilitate proposal analysis. The RFP will be tailored to the City's unique requirements based on the information gathered, but is minimally expected to include the following:

SECTION	CONTENT
General Terms & Conditions	<ul style="list-style-type: none"><li>• Background &amp; Statement of Intent</li><li>• RFP and Implementation Timeline</li><li>• Proposal Response Format</li><li>• RFP and Contractual Requirements</li></ul>
Technical & Functional Requirements	<ul style="list-style-type: none"><li>• Project Scope</li><li>• Current Technical Environment and Technology Standards</li><li>• VoIP System Specifications</li><li>• Required Interfaces</li><li>• Required Professional Services</li><li>• Warranty and Support Requirements</li></ul>
Appendices	<ul style="list-style-type: none"><li>• Bidder Pricing Response Forms</li><li>• Required Forms &amp; Affidavits</li><li>• Key Scoping Volumes</li><li>• Design Diagrams</li><li>• Proposed Standard Contract</li></ul>

## **6. Review and Finalize Request for Proposal (RFP) Document**

---

On completion of the development of the draft RFP, we will meet with you to review the document in detail and gain any feedback and necessary edits. We will then incorporate that feedback into the RFP prior to release, and will ensure that the final document has been approved by the City for all content.

## **Phase 2 – Vendor Selection**

**Phase Objective and Summary of Activities:** The objective of this phase is to identify a finalist vendor to provide the necessary hardware and integration services that best fit the needs of the City. Also included in this Phase will be an analysis of the proposals received via the RFP process. We will use our experience with similar systems as well as bid evaluations to assist the City in determining the solutions that best meet the short and long term requirements of the City. Key steps for this Phase of the project include the following:

1. Management of the bid process
2. Proposal analysis and due diligence
3. Selection Committee recommendation

### **1. Manage Bid Process**

---

We will work with your staff to release the RFP to qualified integration vendors as well as the manufacturers of VoIP solutions and hosted solution providers who are able to satisfy the requirements of the RFP. Prior to release of the RFP, we will develop a list of candidate vendors that we will review with you for feedback, including consideration for any vendors with whom the City has an existing relationship. We will then facilitate the distribution of the RFP to that vendor list, accommodating any local and State bidding requirements (e.g., direct distribution of the RFP, posting to the City's website and/or posting to bid services).

We will serve as the point of contact while the bid is released to the vendor community, including the facilitation any necessary pre-proposal vendor conference and the management of vendor questions related to the RFP. We will develop any necessary RFP addenda to clarify requirements, reviewing the content of those addenda with your staff for approval prior to distribution. We will also conduct any necessary public bid opening in accordance with your procurement policies.

### **2. Proposal Analysis and Due Diligence**

---

We will conduct a thorough analysis of all proposals received, including any necessary clarifications with bidders, compiling the results of that analysis into a series of comparison spreadsheets which will align to the selection criteria identified in Phase 1 of the project. This analysis is expected include data related to the following categories:

- Vendor Fit
- Functional Compliance
- Technical Solution
- Cost



Also included in the analysis will be detail on any exceptions that the bidders may have taken to the RFP requirements from a functional, technical or contractual standpoint.

We will meet with your Selection Committee to review the proposal analysis and facilitate discussion to determine finalist vendors from the selection process. Once the Committee identifies finalists, we will schedule and facilitate vendor interviews and demonstrations to further determine the preferred solution. We can also facilitate reference checking activities as needed.

### **3. Selection Committee Recommendation**

---

On determination of a preferred solution and vendor, we will document the decision of the Selection Committee into a formal memorandum, including summary analysis. We will meet with City leadership to review the recommendation, confirm understanding and gain any necessary feedback. We will attend a City Council meeting to present the recommendation for approval, addressing any questions that the Council may have.

## **Phase 3 – Implementation Management (Optional)**

If desired, 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.

Due to uncertainty regarding the final solution we are unable to provide a specific fee number for these services at this time. Upon determination of the preferred solution, we will provide an addendum to this proposal identifying the costs for our project management services if the City desires. Note that the fees provided in this proposal include Phases 0 through 2 only.

## **STAFFING, FEES AND TIMING**

Judy Wright will serve as the Partner for this engagement, with Matt Lindner and Alex Dietrich serving as the consultants for the project. This team has worked on numerous design and selection projects in the past for public sector organizations. We anticipate being able to begin project activities immediately on receipt of a signed engagement letter, and expect that **8 to 10 weeks** will be required to complete the project. Based on the above scope, we estimate that our fees for this engagement will be **\$13,200**, inclusive of any minimal expenses that we expect to incur related to mileage for on-site meetings.

As is our standard practice, we invoice our clients monthly for services provided and expenses incurred in the prior month.

Mr. Bruce Smith  
City of Grosse Pointe Woods

February 19, 2019  
7

If you agree with the terms of this engagement as described in this letter, please return a signed version of this engagement letter, including the accompanying Professional Services Agreement, to Plante Moran. Should you have any questions, do not hesitate to contact me at 248.223.3304 or Judy.Wright@plantemoran.com.

Sincerely,

**PLANTE & MORAN, PLLC**



Judy Wright, Partner

cc: William Brickey, Matt Lindner

**Agreed and Accepted**

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between the City of Grosse Pointe Woods and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This agreement may be amended by written agreement between Plante & Moran, PLLC and the City of Grosse Pointe Woods.

City of Grosse Pointe Woods

---

Mr. Bruce Smith  
City Administrator

---

Date

plante  
moran

## **Professional Services Agreement Addendum to Plante & Moran, PLLC Engagement Letter**

This Professional Services Agreement is part of the engagement letter for our consulting services dated February 19, 2019 between Plante & Moran, PLLC (referred to herein as "PM") and the City of Grosse Pointe Woods (referred to herein as "the City").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, the City acknowledges that the City is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. The City has designated Gary Capps, Information Technology Manager, to oversee the services PM will provide.

The City represents and warrants that any and all information that it transmits to Plante Moran will be done so in full compliance with all applicable federal, state, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, "Data Privacy Laws"). The City shall not disclose personal data of data subjects who are entitled to certain rights and protections afforded by applicable federal, state, and foreign privacy and data protection laws ("Personal Data") to PM without prior notification to PM. The City shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Nature of Services** – PM's project activities will be based on information and records provided to PM by the City. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any the City financial statements or any other items, including the City's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If the City requires financial statements or other financial information for third-party use, or if the City requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, the City agrees not to associate or make reference to PM in connection with any financial statements or other financial information of the City. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's project activities and periodically as PM progresses, PM will review the results of its work with the City and provide the City with any observations related to PM's services that PM believes warrant the City's attention. PM also will provide the City with copies of analyses or other materials that PM may develop in the course of this engagement upon the City's request. PM will not issue a written report as a result of this engagement and the City agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for the City's purposes.
4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to the City, such Electronic Documents will be provided in a format determined to be acceptable to PM. The City acknowledges and agrees that the City's ability to access such Electronic Documents requires software programs which PM does not develop, license, distribute, support, or sell, and the City shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by the City.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, the City acknowledges that the City is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electronic Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

The City acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for the City and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property").



The City agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to the City a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. The City agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with the City, the City agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

5. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use and distribution of such confidential information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of the City.

In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should the City attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request. PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The City's consent shall be continuing until the services provided for this engagement agreement are completed.
7. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. the City acknowledges that any commercially-available third-party data sources referenced by PM are licensed to PM and PM's

ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that the City will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with the City, the City agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to the City a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent the City from directly contracting with or obtaining a license from any third-party data source if the City determines, in its sole discretion, that any such direct contract or license to be in its best interest.

8. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on the City personnel providing PM staff the assistance necessary to satisfy the City responsibilities under the scope of services. This assistance includes availability and cooperation of those the City personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

9. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. The City agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
10. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. The City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
11. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
12. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever is limited so that the total aggregate liability of the PM and/or the PM Persons with respect to and arising out of the services provided hereunder shall not exceed the total fees paid to PM for the services provided in connection with this engagement agreement. It is agreed that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the nature, scope, and limitations of the services PM is to provide, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. The exclusion of certain damages as set forth in this Section apply to any and all liabilities or causes of action against PM and/or the PM Persons, however alleged or arising, unless and to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.
- In the event this engagement agreement expressly identified multiple phases of services, the total aggregate liability of PM shall be limited to no more than the total amount of fees received by PM for the particular phase of services alleged to have given rise to any such liability.
13. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, the City agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final

judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.

14. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the City but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the City agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
15. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. The City will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
16. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
17. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
18. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
19. **Conflicts of Interest** - PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. The City understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of the City.
20. **Agreement Not to Influence** – the City and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. The City agrees that PM employees are not "contract for hire." PM may release the City from these restrictions if the City agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
22. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

## **End of Professional Services Agreement – Consulting Services**



MEMO 19-10

RECEIVED  
MAR 25 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

9C

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services

F.S.

DATE: March 19, 2019

SUBJECT: Final Necessary Work for Reported Leak from Underground Fuel Tanks – DPW

On July 18, 2018, Robert Elliott from Groundwater & Environmental Services, Inc. informed me of gasoline and diesel underground storage tank (UST) releases at the Department of Public Works. The release was based upon the positive indication of gasoline and diesel petroleum compounds detected in the water sample collected from the underground storage tank cavity during the removal. On behalf of the City of Grosse Pointe Woods, Groundwater & Environmental Services Inc. notified the Michigan Department of Environmental Quality (MDEQ) as required.

The State of Michigan provides coverage for pollution control removal for private vendors and local municipalities. This entity is called the Michigan Underground Storage Tank Authority (MUSTA). Earlier this year, we submitted the required information to the Michigan Underground Storage Tank Authority (MUSTA) and the city was accepted. The coverage provided by the MUSTA program is free and the deductible is \$2,000.00. Council previously approved this contingency on 4/9/2018.

The MDEQ requires a subsurface investigation to determine if the soil and groundwater is impacted. This work included the placement of six soil borings to examine the soil conditions and installation of six monitoring wells to evaluate the groundwater conditions outside of the prior location of the fuel tanks.

Five out of the six bore wells came back clear with no further ground water contaminant outside of the location of the fuel tank location. The sixth well it was determined that Groundwater contamination passed towards the maintenance garage mechanics building. Groundwater & Environmental Services, Inc. will need to add three more boring sites to define the extent of the boundaries.

To date, all claims have been approved by the MDEQ except the city's \$2,000.00 deductible and a denied amount of \$901.95. Included in that denied amount is \$520.00 for administration record preparation costs that Groundwater & Environmental Services, Inc. has completed. There are also five additional denials in the amount of \$381.95 that Groundwater & Environmental Services, Inc. will review to determine if they can be petitioned for resubmittal and payment.

The city will have to pay Groundwater Environmental Services, Inc. an additional cost that will be reimbursable under the Michigan Underground Storage Tank Authority (MUSTA). Groundwater Environmental Services, Inc. handles all of the preparation and submittal to the Michigan Underground Storage Tank Authority (MUSTA). Listed below is the breakdown of the new proposed costs:


Data evaluation/work planning site	\$1,446.00
Subsurface investigation boring of three wells	\$6,018.36
Air monitor/sample	\$2,185.50
Well sampling	\$2,723.00
Final report	\$5,703.00
Conceptual site model development	\$5,502.00
<u>Deed registry research nonresidential land use restrictions</u>	<u>\$1,412.00</u>
<b>Total</b>	<b>\$24,989.86</b>

<b>Reimbursement From MUSTA</b>	<b>\$24,989.86</b>
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There will be no cost to the city. This was not a budgeted item and will require a budget amendment from the Motor Vehicle Fund balance account no. 640-000-395.000 in the amount of \$24,989.86 into Capital Expense-DPW account no. 640-852-977.200. I recommend the City Council enter into contract with Groundwater & Environmental Services, Inc. in the amount of \$24,989.86 and authorize the City Administrator to sign the contract.

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

Approved for Council consideration.



Bruce Smith, City Administrator

3/27/2019  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.



Cathrene Behrens, Treasurer/Comptroller

**PROPOSAL FOR: City of Grosse Pointe Woods****Facility:**

1200 Parkway

Grosse Pointe Woods MI 48236

**GES Project No: 1703922****Client Contact: Frank Schulte****Client Authorization (e.g., PO):****Contract Reference:****Proposed Scope and Costing****Proposal Name/Title: Final Investigation and Reporting****Total "GROSS" Budget: \$24,989.86****Scope of Work**

The purpose of this cost estimate is for the required final assessment delineation activities and reporting pursuant to Michigan Department of Environmental Quality (MDEQ) Part 213, Section 324.21311a of the Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, for the open confirmed release number, C-0135-18 (Diesel, Unleaded Gasoline).

02/185 Due to Non-Aqueous Phase Liquid (NAPL) present on-site in proximity of the maintenance buildings, a site specific risk evaluation and a work plan will be developed to address each relevant exposure pathway(s).

02/281 Specifically, no less than three (3) soil borings will be installed to define the boundaries of the NAPL. The soils will be continuously screened in the field using hand held analyzer to identify soil samples to be selected for laboratory analysis. Subsequently each boring will be backfill with native soil or bentonite and finished with 1x1 concrete pad. The soil samples will be submitted for laboratory analysis of unleaded gasoline parameters and polynuclear aromatic hydrocarbons based on the known substances released, per MDEQ Operational Memorandum No.14 (June 12, 1998). In addition, select soil samples will be analyzed for total petroleum hydrocarbons (TPH) gasoline range organics (GRO) and diesel range organics (DRO) by EPA method 8015B.

02/210 Up to five (5) sub-slab vapor pins will be installed through the floor of the maintenance buildings to assess whether diesel/gasoline vapors are migrating through subsurface soils into the overlying buildings. Subsequently, GES will collect sub slab soil gas samples for laboratory submittal in accordance to MDEQ Guidance Document for the Vapor Intrusion Pathway, Appendix F.3 – Sampling Utilizing USEPA Method TO-15.

02/206 In addition, groundwater samples will be collected from the existing monitoring wells on-site by the low flow method. The groundwater samples will be submitted for laboratory analysis of unleaded gasoline parameters and polynuclear aromatic hydrocarbons based on the known substances released, per MDEQ Operational Memorandum No.14 (June 12, 1998).

02/126 Per Part 213, GES will complete a Final Assessment Report (FAR) within 365 days after a release has been discovered. The FAR will define the vertical and horizontal extent of the soil and groundwater impact on-site, evaluate and select the most cost effective corrective action technology applicable to the site and develop a Corrective Action Plan (CAP). An electronic copy of the FAR will be submitted for your review and approval. Following receipt of comments, the FAR will be submitted to the MDEQ.

02/815 As part of the FAR a Conceptual Site Model (CSM) will be developed to evaluate the physical, chemical and biological processes that control the transport, migration and current or potential impacts of contamination (in soil, groundwater, and soil gas) to human and/or ecological receptors.

02/118 In addition, GES will draft Nonresidential Land Use restrictions for the site to be included in the FAR for MDEQ review.

GES on behalf of the City of Grosse Pointe Woods has submitted the Michigan Underground Storage Tank Authority (MUSTA) Cleanup Fund Claim Number 18-091 for the above-mentioned facility, which has been approved for a maximum



reimbursement limit of \$1,000,000.00 minus deductible of \$2,000.

## 02 Site Assessment

Ph/Tsk/Act	Item No.	Description	Class	UOM	Rate	Item Qty	Item Total
02/185	NA	Data Evaluation/Work Planning Site Specific Evaluation	T&M	Each	\$1,446.00	1	\$1,446.00
02/281	NA	Subsurface Investigation	T&M	Each	\$6,018.36	1	\$6,018.36
02/210	NA	Air Monitoring/Sampling	T&M	Each	\$2,185.50	1	\$2,185.50
02/206	NA	Monitoring Well Sampling	T&M	Each	\$2,723.00	1	\$2,723.00
02/126	NA	Final Report	T&M	Each	\$5,703.00	1	\$5,703.00
02/815	NA	CSM Development	T&M	Each	\$5,502.00	1	\$5,502.00
02/118	NA	Deed/Registry Research Nonresidential Land Use Restrictions	T&M	Each	\$1,412.00	1	\$1,412.00

02 Site Assessment Total: \$24,989.86

### Details for Time and Materials (T+M) Contract Items

T+M Breakout for: Data Evaluation/Work Planning  
Ph/Tsk/Act 02/185 Details: Site Specific Evaluation

Qty Subtotal Total  
1 \$1,446.00 \$1,446.00

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
P4	Project Professional	11	1	/hr	\$96	\$1,056.00
P6	Principal	3	1	/hr	\$130	\$390.00

T+M Breakout for: Subsurface Investigation  
Ph/Tsk/Act 02/281 Details:

Qty Subtotal Total  
1 \$6,018.36 \$6,018.36

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	4	1	/hr	\$59	\$236.00
P4	Project Professional	12	1	/hr	\$96	\$1,152.00
P4	Project Professional	6	1	/hr	\$96	\$576.00
P6	Principal	3	1	/hr	\$130	\$390.00
	Laboratory Testing - Soil MI ULG	48	6	\$+10%	\$1.1	\$316.80
	Laboratory Testing - Soil PAHs	75	6	\$+10%	\$1.1	\$495.00
	Laboratory Testing - Soil TPH GRO	20	6	\$+10%	\$1.1	\$132.00
	Laboratory Testing - Soil TPH DRO	35	6	\$+10%	\$1.1	\$231.00
	Subcontractor - Driller 1 day of service	2045.05	1	\$+10%	\$1.1	\$2,249.56
1601	Photoionization Detector	1	1	DY	\$75	\$75.00
1603	LEL O2 meter/Explosimeter	1	1	DY	\$35	\$35.00
5602	Pickup Truck Full Size	1	1	DY	\$130	\$130.00

T+M Breakout for: Air Monitoring/Sampling  
Ph/Tsk/Act 02/210 Details:

Qty Subtotal Total  
1 \$2,185.50 \$2,185.50

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	3	1	/hr	\$59	\$177.00
P4	Project Professional	3	1	/hr	\$96	\$288.00
P6	Principal	1	1	/hr	\$130	\$130.00
	Laboratory Testing - Other	180	6	\$+10%	\$1.1	\$1,188.00
	Vendor Rentals - Air Monitoring	175	1	\$	\$1.1	\$192.50
7101	O&M Package	1	1	DY	\$210	\$210.00

**T+M Breakout for: Monitoring Well Sampling**  
**Ph/Tsk/Act 02/206 Details:**

**Qty Subtotal Total**  
**1 \$2,723.00 \$2,723.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	3	1	/hr	\$59	\$177.00
P4	Project Professional	5	1	/hr	\$96	\$480.00
P6	Principal	2	1	/hr	\$130	\$260.00
T4	Senior Technician	12	1	/hr	\$78	\$936.00
	Laboratory Testing - Groundwater MI ULG	45	5	\$+10%	\$1.1	\$247.50
	Laboratory Testing - Groundwater PAHs	75	5	\$+10%	\$1.1	\$412.50
7201	Water Sampling Package	1	1	DY	\$210	\$210.00

**T+M Breakout for: Final Report**  
**Ph/Tsk/Act 02/126 Details:**

**Qty Subtotal Total**  
**1 \$5,703.00 \$5,703.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
A4	Admin II	3	1	/hr	\$59	\$177.00
G4	Graphics/CADD Operator II	6	1	/hr	\$62	\$372.00
P1	Junior Professional	2	1	/hr	\$66	\$132.00
P2	Associate Professional	4	1	/hr	\$75	\$300.00
P3	Staff Professional	4	1	/hr	\$85	\$340.00
P4	Project Professional	40	1	/hr	\$96	\$3,840.00
P6	Principal	4	1	/hr	\$130	\$520.00
	Postage	20	1	\$	\$1.1	\$22.00

**T+M Breakout for: CSM Development**  
**Ph/Tsk/Act 02/815 Details:**

**Qty Subtotal Total**  
**1 \$5,502.00 \$5,502.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
G4	Graphics/CADD Operator II	8	1	/hr	\$62	\$496.00
P3	Staff Professional	8	1	/hr	\$85	\$680.00
P4	Project Professional	41	1	/hr	\$96	\$3,936.00
P6	Principal	3	1	/hr	\$130	\$390.00

**T+M Breakout for: Deed/Registry Research**  
**Ph/Tsk/Act 02/118 Details: Nonresidential Land Use Restrictions**

**Qty Subtotal Total**  
**1 \$1,412.00 \$1,412.00**

Code	Description	Qty	Ext. Qty	Unit	Rate	Total
P4	Project Professional	12	1	/hr	\$96	\$1,152.00
P6	Principal	2	1	/hr	\$130	\$260.00

**TOTAL T&M COSTS: \$24,989.86**

**TOTAL LS COSTS: \$0.00**

**TOTAL GES CONTRACT AMOUNT: \$24,989.86**

**TOTAL DIRECT COSTS: \$0.00**

**TOTAL CLIENT AMOUNT: \$24,989.86**

**Approvals:**

**Client: \_\_\_\_\_ Date: \_\_\_\_\_**

GES: \_\_\_\_\_ Date: \_\_\_\_\_

*Groundwater & Environmental Services, Inc.*  
*Proposal No. MI-2018-0113-02*

2/11/2019





Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Mailing Address: P.O. Box 30005, Lansing, MI 48909  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: 161089

Request ID: \_\_\_\_\_

(For MLCC Use Only)

## Special License Application

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

### Part 1 - Applicant Organization Information

Applicant organization name: City of Grosse Pointe Woods

Applicant address: 20025 Mack Plaza

City: Grosse Pointe Woods

Zip Code: 48236

Contact name: Bruce Smith

Phone: 313 343-2450

Email: bsmith@gpwmi.us

Alternate  
contact name: Lisa Hathaway

Phone: 313 343-2447

Email: lhathaway@gpwmi.us

1. Has the applicant organization previously received a Special License? ☒ Yes ☐ No

If No, the applicant organization must submit documentary proof of its non-profit status (e.g. charter, bylaws, IRS tax exemption, Articles of Incorporation, etc.)

2. Has the applicant organization been established for one (1) year or longer? ☒ Yes ☐ No

Date the applicant organization was established (month/day/year): 12/11/1950

3. Is the applicant organization a municipality? ☒ Yes ☐ No

Leave Blank - MLCC Use Only

### Part 2 - Event Information - For requests at more than one location, submit separate forms for each location.

Address of event location: City Hall, 20025 Mack Plaza

City, township, or village where event will be held: Grosse Pointe Woods

County: Wayne

**1. Will you submit your completed application at least ten (10) business days before your event?**

**It is strongly recommended that you submit the application as soon as you know the date of your event(s).**

☒ Yes ☐ No

2. Do you have permission from the property owner of the location listed above to hold your event(s) on the date(s) listed below (see pages 2-3) at this location?

☒ Yes ☐ No

3. Has the local law enforcement agency with primary jurisdiction over the event location approved this application for a Special License? (See Part 5 on Page 5)

☒ Yes ☐ No

4. Is the event location within 500 feet of a church or school?

If Yes, the church or school must consent to the event(s). (See Part 6 on Page 5)

☒ Yes ☐ No

5. Is the event location outdoors or partially outdoors?

☒ Yes ☐ No

If Yes, list the exact dimensions of the outdoor area:

**Submit a clear diagram of the outdoor service area with your application form.**

232

feet X

138

feet =

32,016

square feet

Width

Length

Describe type and height of the barrier that will be used to enclose the outdoor area:

4' vinyl winter fencing

6. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:

Public Safety Auxiliary will check I.D. and monitor activities. Signage will be posted identifying: "Must be 21 years of age or older to consume alcoholic beverage - Picture I.D. must be shown"



7. Is the event location situated in or on state owned land, such as a state park or National Guard armory?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If Yes, attach a copy of your documentary proof of approval to use the state owned land.	
8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)	
9. Will the event(s) involve an auction of donated wine?	<input type="radio"/> Yes <input checked="" type="radio"/> No
If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption <u>AND</u> for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.	

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

10. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date.** **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

1	Jun 28, 2019		Describe event being held: Music on the Lawn	
	Date			
	7 p.m.	10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
2	Jul 26, 2019		Describe event being held: Music on the Lawn	
	Date			
	7 p.m.	10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
3	Aug 23, 2019		Describe event being held: Music on the Lawn	
	Date			
	7 p.m.	10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
4	Sep 21, 2019		Describe event being held: Fall Fest	
	Date			
	5 p.m.	9 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
5			Describe event being held:	
	Date			
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
6			Describe event being held:	
	Date			
			Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	





7. Is the event location situated in or on state owned land, such as a state park or National Guard armory? If Yes, attach a copy of your documentary proof of approval to use the state owned land.	<input type="radio"/> Yes <input checked="" type="radio"/> No
8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license? If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)	<input type="radio"/> Yes <input checked="" type="radio"/> No
9. Will the event(s) involve an auction of donated wine? If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption <b>AND</b> for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.	<input type="radio"/> Yes <input checked="" type="radio"/> No

A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. **It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

10. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

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	7 p.m.      10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time    End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
2	Jul 26, 2019	Describe event being held: Music on the Lawn	
	Date		
	7 p.m.      10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time    End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
3	Aug 23, 2019	Describe event being held: Music on the Lawn	
	Date		
	7 p.m.      10 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time    End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
4	Sep 21, 2019	Describe event being held: Fall Fest	
	Date		
	5 p.m.      9 p.m.	Special License will be used for: <input checked="" type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time    End Time	Is this date a Sunday? <input type="radio"/> Yes <input checked="" type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
5		Describe event being held:	
	Date		
		Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time    End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	
6		Describe event being held:	
	Date		
		Special License will be used for: <input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time    End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	



12. Special license date information Continued from Page 2.

7	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

8	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

9	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

10	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

11	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

12	Date		Describe event being held:	
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No	

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

**Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4**

**For Organizations established less than one year or are municipalities** - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

**For Organizations established one year or more** - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to **State of Michigan**.



### Part 3 Continued - Special License Fees Calculation

Special License Base Fee: <i>(per Special License requested)</i>	\$50.00	<b>If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.</b>  Make checks payable to: <b>State of Michigan</b>	Leave Blank - MLCC Use Only
x Number of Special Licenses:	4		
= Special License Fees: <i>MLCC Fee Code: 4008</i>	\$200.00		
+ Sunday Sales Permit (P.M.) Fees: <i>MLCC Fee Code: 4032</i>			
+ Sunday Sales Permit (A.M.) Fee: <i>MLCC Fee Code: 4033</i>			
<b>= TOTAL FEES DUE:</b>	<b>\$200.00</b>		

### Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

#### By signing below the applicant organization's officers attest that:

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of our knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. We also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

Robert E. Novitke/586 899-2082

Print Name and Phone Number of President \_\_\_\_\_  
 Signature of President *Robert E. Novitke* \_\_\_\_\_  
 Date *2-04-19* \_\_\_\_\_

Print Name of Notary *Lisa Kay Hathaway* \_\_\_\_\_  
 Signature of Notary *Lisa Kay Hathaway* \_\_\_\_\_  
 Date *02-04-19* \_\_\_\_\_

Notary Public, State of Michigan, County of _____	Lisa Kay Hathaway Notary Public - State of Michigan County of Macomb My Commission Expires 8/24/2025 Acting in the County of <i>Wayne</i>	Acting in the County of _____
My commission expires _____		

Lisa Kay Hathaway/584 489-1071

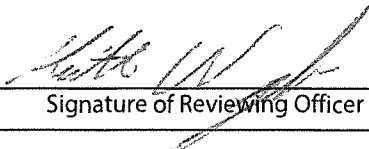
Print Name and Phone Number of Secretary \_\_\_\_\_  
 Signature of Secretary *Lisa Kay Hathaway* \_\_\_\_\_  
 Date *02/08/19* \_\_\_\_\_

Print Name of Notary *Ashley Y. Radcliffe* \_\_\_\_\_  
 Signature of Notary *Ashley Y. Radcliffe* \_\_\_\_\_  
 Date *2-8-19* \_\_\_\_\_

Notary Public, State of Michigan, County of <i>Macomb</i>	My Comm. Expires Jun 25, 2020 Acting in the County of <i>Wayne</i>	Acting in the County of <i>Wayne</i>
My commission expires <i>06-25-2020</i>		


**Part 5 - Local Law Enforcement Approval\***

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency: City of Grosse Pointe Woods Department of Public Safety	
Name & title of reviewing officer: Lt. Keith Waszak	
Phone number of officer: 313 343-2422	Email of officer: kwaszak@gpwmi.us
If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input checked="" type="radio"/> No	
If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? <input checked="" type="radio"/> Yes <input type="radio"/> No	
<b>I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location.</b>	
<div style="text-align: right;">             Signature of Reviewing Officer         </div> <div style="text-align: right;">           1-17-19            Date         </div>	

**Part 6 - Church/School Consent (If Applicable)\***

If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school.

Name of church or school: Grosse Pointe Presbyterian Church	
Address of church or school: 19950 Mack Avenue	
City: Grosse Pointe Woods	Zip Code: 48236
Phone number: 313 886-4301	Email: gpwpc@comcast.net
Name of clergy member or superintendent: Rev. Edward Dunn	
<b>I, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location.</b>	
<div style="text-align: right;">             Signature of Clergy Member or Superintendent         </div> <div style="text-align: right;">           1/17/19            Date         </div>	

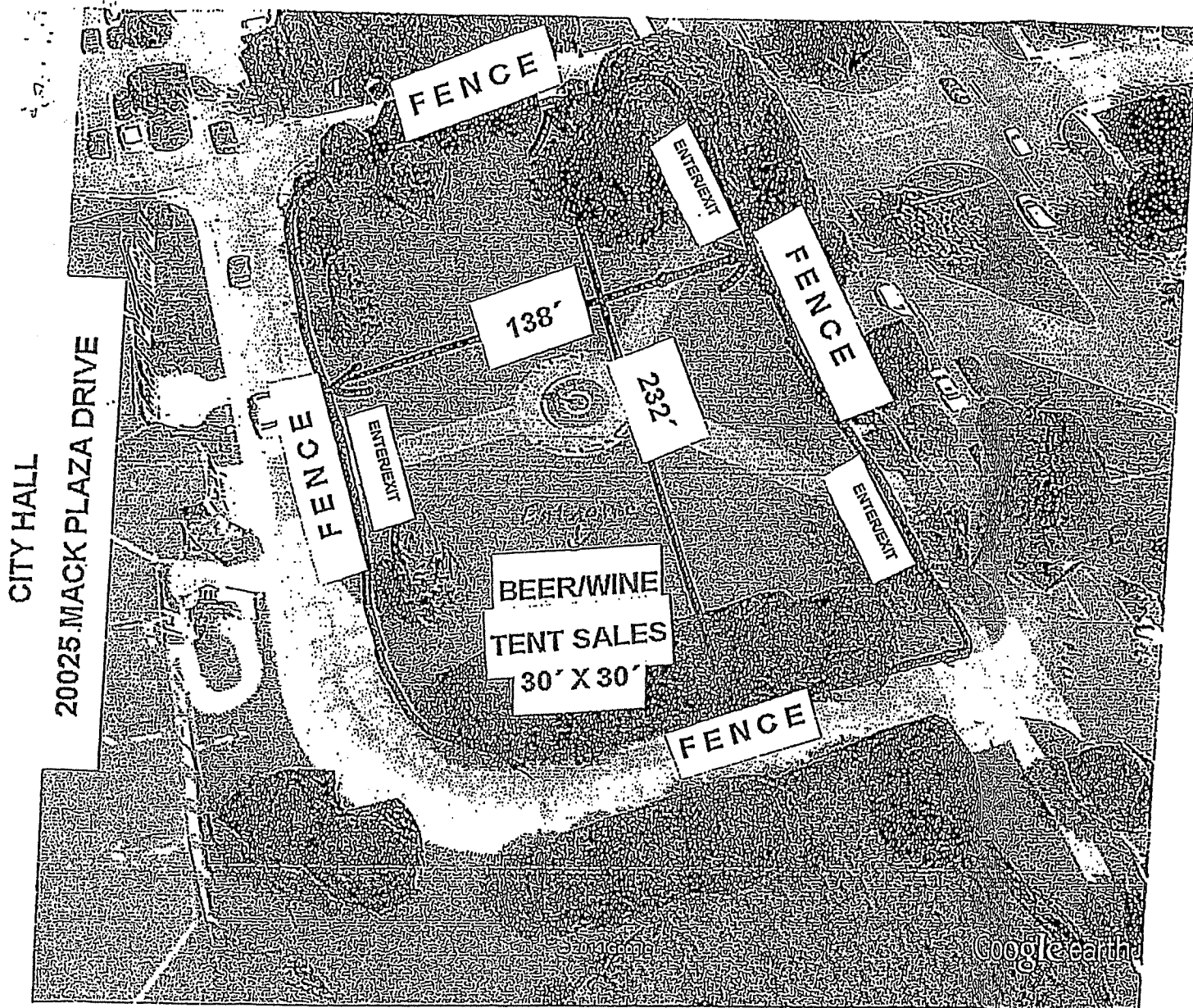
**\*Please note: the Commission has the sole and only right to approve or deny this request for a Special License.**

**Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable)**

If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization.

Name of licensee:	Business ID Number:
Type of license held at this location (e.g. Class C, Club, Tavern, etc.):	
Phone number:	Email:
Name of authorized signer for licensee:	
<b>I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for the Special Licenses issued for use at this location.</b>	
<div style="text-align: right;">           Signature of Authorized Signer for Licensee         </div> <div style="text-align: right;">           Date         </div>	





Google earth



- **Committee members, employees (including Public Safety personnel), and/or Public Safety Auxiliary officers over the age of 21 will be checking patrons I.D. and monitoring the entrances and exits of the beer and wine tent to ensure compliance with the laws of the State of Michigan and Rules of the MLCC regarding the sale, furnishing, and consumption of alcoholic beverages;**
- **Public Safety Auxiliary Officers and/or Public Safety Officers monitor the entrances and exits of the fenced in area to ensure compliance with the laws of the State of Michigan and the Rules of the MLCC with regards to entering and existing the premises;**
- **The beer/wine tent will be enclosed on three sides with signage posted “Must be 21 Years of Age or Older to Enter/Consume Alcoholic Beverages” as well as a sign stating “Picture I.D. Must be Shown”;**
- **Only individuals with wrist bands will be permitted to purchase or consume beer/wine;**
- **Total service area is 138' x 232' = 32,016 sq. ft.;**
- **Perimeter of fenced area is 732' (grassy area in front of City Hall);**
- **Snow fencing will be used to enclose grassy area.**



Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Mailing Address: P.O. Box 30005, Lansing, MI 48909  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: 161089

Request ID: \_\_\_\_\_

(For MLCC Use Only)

**Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License**

(Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a ☐ Regular ☐ Special meeting of the ☐ Membership ☐ Board of Directors

called to order by \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_  
(Date) (Time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from City of Grosse Pointe Woods  
(Name of Organization)

for a Special License to serve alcohol on 06/28/19, 07/26/19, 08/23/19, and 09/21/19  
(Event Date or Dates)

to be located at City Hall, 20025 Mack Plaza Dr, Grosse Pointe Woods, MI 48236  
(Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be \_\_\_\_\_ for issuance.  
(Recommended or Not Recommended)

**Approval Vote Tally**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**Certification by Authorized Officer of Organization:**

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

☐ Membership ☐ Board of Directors at a ☐ Regular ☐ Special meeting held on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
Print Name & Title of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date





Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Mailing Address: P.O. Box 30005, Lansing, MI 48909  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: 161089  
Request ID: \_\_\_\_\_  
(For MLCC Use Only)

Bond of Special License for Sale of Bond No. 64512876

Beer, Wine, and/or Spirits for Consumption on the Premises

[Required under MCL 436.1801(1)(b) - Not Required if Applicant Organization is a Church or School]

Applicant organization name:	
<u>City of Grosse Pointe Woods</u>	
Address of event location:	
<u>20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236</u>	
City, township, or village where event will be held:	County:
<u>Grosse Pointe Woods</u>	<u>Wayne</u>

Know all men by these presents, that the above applicant, as principal,

and WESTERN SURETY COMPANY

of address 101 S. Reid St., Ste. 300, City of Sioux Falls, State of South Dakota  
have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this (date and year): February 6th, 2019

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

That this bond shall be in effect for a period commencing at 7:00 a.m. on (date): June 28th, 2019

if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this (date and year): February 6th, 2019

Signature of Special License applicant: \_\_\_\_\_

Officer name & title (print or type): By Robert E. Novitke, Mayor

Attorney-in-fact signature: \_\_\_\_\_

Attorney-in-fact name (print or type): Paul T. Bruflat, Vice President

Name of Surety Company: WESTERN SURETY COMPANY

Address & Phone of Surety Company: P.O. Box 5077  
Sioux Falls, SD 57117-5077 (605) 336-0850

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor Event

bond with bond number 64512876

for City of Grosse Pointe Woods

as Principal in the penalty amount not to exceed: \$ 1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 6th day of February,  
2019.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

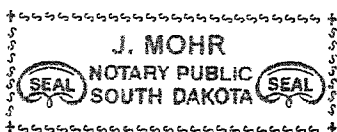
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 6th day of February, 2019, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Mailing Address: P.O. Box 30005, Lansing, MI 48909  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: 161089  
Request ID: \_\_\_\_\_  
(For MLCC Use Only)

**Bond of Special License for Sale of  
Beer, Wine, and/or Spirits for Consumption on the Premises**

Bond No. 64512902

[Required under MCL 436.1801(1)(b) - Not Required if Applicant Organization is a Church or School]

Applicant organization name:	
<u>City of Grosse Pointe Woods</u>	
Address of event location:	
<u>20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236</u>	
City, township, or village where event will be held:	County:
<u>Grosse Pointe Woods</u>	<u>Wayne</u>

Know all men by these presents, that the above applicant, as principal,

and WESTERN SURETY COMPANY

of address 101 S. Reid St., Ste. 300, City of Sioux Falls, State of South Dakota  
have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this (date and year): February 6th, 2019

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

That this bond shall be in effect for a period commencing at 7:00 a.m. on (date): July 26th, 2019

if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this (date and year): February 6th, 2019

Signature of Special License applicant: \_\_\_\_\_

Officer name & title (print or type): By: Robert E. Novitke, Mayor

Attorney-in-fact signature: \_\_\_\_\_

Attorney-in-fact name (print or type): Paul T. Bruflat, Vice President

Name of Surety Company: WESTERN SURETY COMPANY

Address & Phone of Surety Company: P.O. Box 5077  
Sioux Falls, SD 57117-5077 (605) 336-0850



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor Event

bond with bond number 64512902

for City of Grosse Pointe Woods

as Principal in the penalty amount not to exceed: \$ 1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 6th day of February,  
2019.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

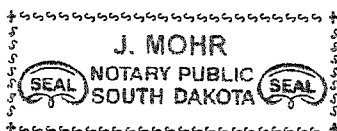
By

Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 6th day of February, 2019, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson  
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Mailing Address: P.O. Box 30005, Lansing, MI 48909  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: 161089  
Request ID: \_\_\_\_\_  
(For MLCC Use Only)

**Bond of Special License for Sale of  
Beer, Wine, and/or Spirits for Consumption on the Premises**

Bond No. 64512918

[Required under MCL 436.1801(1)(b) - Not Required if Applicant Organization is a Church or School]

Applicant organization name:	
City of Grosse Pointe Woods	
Address of event location:	
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236	
City, township, or village where event will be held:	County:
Grosse Pointe Woods	Wayne

Know all men by these presents, that the above applicant, as principal,

and WESTERN SURETY COMPANY

of address 101 S. Reid St., Ste. 300, City of Sioux Falls, State of South Dakota  
have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this (date and year): February 6th, 2019

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

That this bond shall be in effect for a period commencing at 7:00 a.m. on (date): August 23rd, 2019

if accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this (date and year): February 6th, 2019

Signature of Special License applicant:

Officer name & title (print or type): By: Robert E. Novitke, Mayor

Attorney-in-fact signature:

Attorney-in-fact name (print or type): Paul T. Bruflat, Vice President

Name of Surety Company: WESTERN SURETY COMPANY

Address & Phone of Surety Company: P.O. Box 5077  
Sioux Falls, SD 57117-5077 (605) 336-0850

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls  
State of South Dakota, its regularly elected Vice President  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One Liquor Event

bond with bond number 64512918

for City of Grosse Pointe Woods

as Principal in the penalty amount not to exceed: \$ 1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 6th day of February,  
2019.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

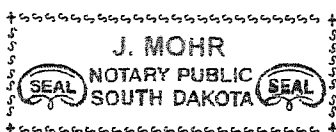
Paul T. Bruflat

Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 6th day of February, 2019, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.







# Western Surety Company

## RIDER

It is hereby mutually agreed and understood by and between the principal and Western Surety Company, that instead of as originally written:

The effective date has been changed to read:  
September 21st, 2019

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 20th day of March, 2019, at twelve and one minute o'clock a.m., standard time.

Attached to and forming part of Bond No. 64512941  
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,  
to City of Grosse Pointe Woods

Signed this 20th day of March, 2019.

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls,  
State of South Dakota, its regularly elected Vice President,  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

Liquor Event Start Date:  
One 09/14/2019 End Date: 09/14/2019

bond with bond number 64512941

for City of Grosse Pointe Woods

as Principal in the penalty amount not to exceed: \$ 1,000.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its  
Vice President with the corporate seal affixed this 20th day of March,  
2019.

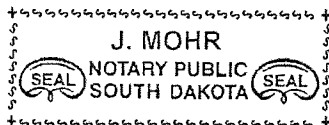
ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY  
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 20th day of March, 2019, before me, a Notary Public, personally appeared  
Paul T. Bruflat and L. Nelson  
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President  
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the  
voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



## Important Notices

Bond/Policy No. 64512941

You have requested a change to one or more fields which may require an adjustment to the premium.  
You will be notified by email how the premium is affected. Please notify your client accordingly.





Michigan Department of Licensing and Regulatory Affairs  
Liquor Control Commission (MLCC)  
Constitution Hall - 525 W. Allegan, Lansing, MI 48933  
Mailing Address: P.O. Box 30005, Lansing, MI 48909  
Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: **161089**

Request ID: \_\_\_\_\_  
(For MLCC Use Only)

Bond No. **64512911**

**Bond of Special License for Sale of  
Beer, Wine, and/or Spirits for Consumption on the Premises**

(Required under MCL 436.1801(1)(b) - Not Required if Applicant Organization is a Church or School)

Applicant organization name:	
<u>City of Grosse Pointe Woods</u>	
Address of event location:	
<u>20025 Mack Plaza Drive</u>	
City, township, or village where event will be held:	County:
<u>Grosse Pointe Woods</u>	<u>WAYNE</u>

Know all men by these presents, that the above applicant, as principal,

and WESTERN SURETY COMPANY

of address 101 S. Reid St., Ste. 300, City of Sioux Falls, State of South Dakota  
have been authorized to do business in the State of Michigan, as surety, are held and firmly bound unto the People of the State of Michigan in the sum of One Thousand (\$1,000.00) dollars, to the payment whereof, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

Sealed with our seals and dated this (date and year): February 8, 2019

Now therefore the condition of this obligation is such that if the principal shall well and truly keep and perform all and singular the terms and conditions of this contract of license and/or permit and permits, and any modifications thereof, together with all and singular the obligations imposed by the Michigan Liquor Control Code of 1998, as amended, and will comply with all the rules and regulations promulgated by the Liquor Control Commission, and will pay all fines, costs and/or penalties that may be imposed upon him for violations of this Act and/or for violations of the rules and regulations promulgated by the Liquor Control Commission and

Conditioned further, that if the said principal will not directly or indirectly, by the principal, clerk, agent or servant of the principal at any time, sell, furnish, give or deliver any alcoholic liquor to a minor, nor to any adult person who is at the time visibly intoxicated, and that if the said principal will pay all actual damages that may be adjudged to any person or persons for injuries inflicted upon such person or persons either in person or in property of means of support or likewise, by reason of the said principal, selling, furnishing, giving or delivering any such alcoholic liquor, then this obligation shall be void; otherwise to remain in full force and effect.

And the obligors, for themselves, their heirs, executors, administrators, successors or assigns do further covenant and agree with the State of Michigan as follows:

That this bond shall be in effect for a period commencing at 7:00 a.m. on (date): September 14, 2019

is accepted by the Liquor Control Commission, and shall remain in full force and effect until 60 days after the date of receipt by the Michigan Liquor Control Commission at Lansing of the expired license, at which time it shall terminate as to all acts on the part of the principal subsequent to said date, excepting as may be set forth in this bond, or otherwise limited by law and the rules and regulations of the said Liquor Control Commission. If the effective date of the bond is not filled in, the date of execution shall be effective date of the bond.

That all rights and liabilities under this bond shall be governed, controlled and fixed by the terms thereof, and by the law and the regulations made pursuant thereto as the same now exists or may hereafter be modified, amended or supplemented.

Witness our hands and seals this (date and year): February 8, 2019

Signature of Special License applicant: \_\_\_\_\_

Officer name & title (print or type): By: Robert E. Novitke, Mayor

Attorney-in-fact signature: \_\_\_\_\_

Attorney-in-fact name (print or type): \_\_\_\_\_

Name of Surety Company: \_\_\_\_\_

Address & Phone of Surety Company: \_\_\_\_\_

WESTERN SURETY COMPANY

P.O. Box 5077

Sioux Falls, SD 57117-5077

(605) 336-0850

# Western Surety Company

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Bruflat of Sioux Falls  
State of South Dakota, its regularly elected Vice President  
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One LIQUOR EVENT START DATE: 09/14/2019 END DATE: 09/14/2019

bond with bond number 64512941

for CITY OF GROSSE POINTE WOODS

as Principal in the penalty amount not to exceed: \$1,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by

Vice President with the corporate seal affixed this 8th day of February

2019

ATTEST

L. Nelson  
L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

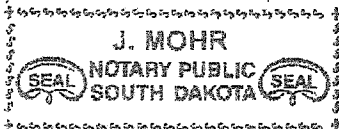
By Paul T. Bruflat  
Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 8th day of February, 2019, before me, a Notary Public, personally appeared

Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires June 23, 2021

J. Mohr

Notary Public

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





**CITY OF GROSSE POINTE WOODS  
WAYNE COUNTY, MICHIGAN**

**RESOLUTION**

**Whereas**, events in Djibouti, Africa involving "Operation Aqea Al Qaeda East Africa" whereas the US providing a peace keeping role within the Country affect all of the citizens of the United States and Grosse Pointe Woods; and

**Whereas**, these events have triggered the "calling up" of Reservists into active service in the military; and

**Whereas**, in these unique circumstances, Brian Conigliaro of the City of Grosse Pointe Woods Department of Public Safety will be affected from May 10, 2019 through June 27, 2020; and

**Whereas**, the City Council wishes to provide certain benefits to Brian Conigliaro for the time period above; and

**Whereas**, the City Council wishes to assist Brian Conigliaro and his family in these unique circumstances.

**Now Therefore** the City Council of the City of Grosse Pointe Woods agrees and resolves to do the following:

1. Brian Conigliaro, who has been called to active military duty between May 10, 2019 through June 27, 2020, shall receive the following:
  - a. The same based net pay after taxes "minus the pay he/she receives from military service". Such payment will be made on the same time schedule as normally provided while in the employ of the City. Brian Conigliaro base net pay per month is \$6,921.96 and he will receive \$6,076.00 from military pay therefore the City will pay the employee \$845.96 each month.
  - b. The net health benefits for his and his dependents will remain the same.
  - c. There shall be no charge to his vacation time.
  - d. These benefits shall not exceed the time period listed, through June 27, 2020, and shall be effective beginning May 10, 2019.
2. This Resolution is based on the unique circumstances as noted above and shall not be used as a precedent in any future case.

RESOLUTION DECLARED ADOPTED.

By: \_\_\_\_\_

Lisa K. Hathaway, City Clerk  
City of Grosse Pointe Woods, Michigan



CERTIFICATION

I, Lisa Kay Hathaway, Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Council on April 1, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be, or have been, made available as required by said Act.

---

Lisa Kay Hathaway  
City Clerk  
April 1, 2019

SUPPLEMENTAL AGREEMENT

**RECEIVED**  
MAR 27 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

It is hereby agreed by and between the City of Grosse Pointe Woods (hereinafter referred to as the "City") and the Police Officers Labor Council (hereinafter referred to as the "Union") as follows:

Whereas bargaining unit member Brian Conigliaro has been, or will be in the immediate future, called to active service from his reservist position; and

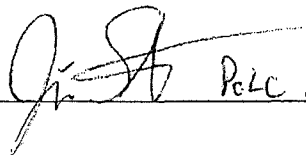
Whereas the Union has requested consideration by the City in these unique circumstances for the provision of certain benefits to Brian Conigliaro which are not provided in the parties collective bargaining agreement; and


Whereas the City Council has elected to honor the Union's request, the parties hereby agree:

1. That while he is on active military duty and for a period not to exceed one (1) year (subject to subsequent consideration and adjustment by the City council), the City will provide to Brian Conigliaro the following:
  - A. The same net pay after taxes he received immediately prior to his call to active duty. Such payment will be made on the same time schedule as for other unit members.
  - B. The net health benefits for him and his dependents will remain the same.
  - C. There shall be no charge to his vacation time.
2. The Union agrees that this Supplemental Agreement is based on the unique circumstances in this case and will not set precedent in any future case.
3. This Supplemental Agreement is signed by the parties' authorized representatives.

UNION

CITY

                      PolC Rep.

Dated: 3/27/2019

Dated: 3/27/2019



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 Schoenherr Road 586.726.1234  
Shelby Township, MI 48315 www.aewinc.com

RECEIVED

MAR 25 2019

February 28, 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT PO # 18-44608

202-451-975.300 \$2,236.88

203-451-975.300 \$4,541.22

03/01/2019

Cathy Behrens

City of Grosse Pointe Woods

20025 Mack Avenue

Grosse Pointe Woods, Michigan 48236-2397

*C. Behrens*  
*June 31/19*

Reference: 2015-2018 Pavement Joint and Crack Sealing Program – District 1

City of Grosse Pointe Woods

AEW Project No. 0160-0373 and 0160-0401

*F.S.*

Dear Ms. Behrens:

Enclosed please find Final Construction Pay Estimates for the above referenced projects along with the Sworn Statements and Consent of Surety as applicable. As we have received all contract closeout documentation and the contractor has satisfied their obligations of the contract, we recommend issuing payment for the total amount due (see **Net Earnings this Period** on each pay estimate) of **\$6,778.10 to** Michigan Joint Sealing, 28830 W. 8 Mile Rd., Suite 103, Farmington Hills, Mi., 48336

If you have any questions or need additional information, please contact our office.

Sincerely,

*Frank Varicalli*

Frank Varicalli  
Project Manager

cc: Bruce Smith, City Administrator  
Frank Schulte, Director of Public Services  
Jeanne Duffy  
Susan Como  
Michigan Joint Sealing.

# SWORN STATEMENT

State of Michigan  
County of Dakland

Kimberly Sinscho being duly sworn, deposes and says:

I hat he/she makes this Sworn Statement on behalf of Michigan Joint Seeding, LLC

\_\_\_\_\_ who is the (contractor) (subcontractor)  
for an improvement to the following described real property situated in Wayne County, Michigan and described as follows:

City of Grosse Pointe Woods  
That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and Withholdings is due but unpaid, with whom the (contractor) (subcontractor) has (contracted) (subcontracted) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows:

Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owed	Balance to Complete (Optional)	Amount of Laborer Wages Due but Unpaid	Amount of Laborer Fringe Benefits and Withholding Due but Unpaid
<u>Right Pointe</u>	<u>material</u>	<u>70765.00</u>	<u>70765.00</u>	<u>0</u>			

That the contractor has not procured material from or subcontracted with, any person other than those set forth above and owes no money for the improvement.

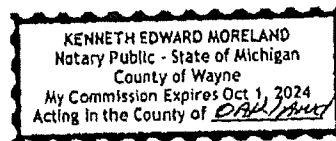
Deponent further says that he or she makes the foregoing statement as the (contractor) (subcontractor) or as \_\_\_\_\_ of the (contractor) (subcontractor) for the purpose of representing to the owner or lessee of the above-described premises and his or her agents that the above-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, Act No. 497 of the Public Acts of 1980, as amended, being section 570.1109 of the Michigan Compiled Laws.

**WARNING TO OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

Kimberly Sinscho  
Deponent

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION 570.2220 OF THE MICHIGAN COMPILED LAWS.**

Subscribed and sworn to before me this  
28 day of Feb 2019  
Kenneth Edward Moreland  
Notary Public  
Dakland County, Michigan  
My commission expires: OCT 1, 2024





**FULL UNCONDITIONAL WAIVER**

My/our contract with Michigan Joint Sealing, Inc.

(other contracting party)

to provide Joint Sealant for the improvement of the property

(kind of material and/or work)

described as: City of Grosse Pointe Woods  
Pavement Joint & Crack  
Sealing Program

\_\_\_\_\_ having been fully paid and satisfied,

all my/our construction lien rights against such property are hereby waived and released.

Right Right Co.

(name of lien claimant)

By: [Signature] Signed on \_\_\_\_\_  
Mary Mullins Diggs

(signature of lien claimant or authorized officer or agent of lien claimant) (date)

Address: 234 Harvestone Drive  
DeKalt, IL 60015

Telephone: 815/1754-5700

**WARNING - DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

Form Furnished By

CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT  
AIA EX-100-01-0707

Owner  
Architect  
Contractor  
Surety  
Other

Bond No. MIC 60931

PROJECT: 2015 Pavement Joint & Crack Sealing Program AEW Project No. 0160-0373  
(include address)

TO: ~~Owner~~  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 8/17/2015

CONTRACTOR:  
Michigan Joint Sealing Inc.  
28830 W Eight Mile, Suite 103  
Farmington Hills, MI 48336

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

Merchants Bonding Company (Mutual)  
PO Box 14498  
Des Moines, IA 50306

.SURETY COMPANY

on behalf of their constituent and address of Contractor:

Michigan Joint Sealing Inc.  
28830 W Eight Mile, Suite 103  
Farmington Hills, MI 48336

.CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to their constituent and address of Owner:

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

.OWNER.

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 26th day of February, 2019

Surety Company  
Merchants Bonding Company (Mutual)

Signature of Authorized Representative

Witness  
Name:

Susan L. Small, Attorney-in-Fact  
Title:

NOTE: This form is to be used as a completed document to AIA EX-100-01-0707 CONTRACTOR'S RELEASE OF PAYMENT OF  
DUES AND FEES. For information.

AIA EX-100-01-0707 CONSENT OF SURETY COMPANY TO FINAL PAYMENT (FORM 100-01-0707) AND  
PAGE 1  
© 2006 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006



## Construction Pay Estimate Report

Anderson Eckstein and Westrick

2/26/2019 10:46 AM

FieldManager 5.3b

Contract: .0160-0373, 2015 Pavement Joint and Crack Sealing Program

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
02/26/2019	5	Michelle Ankawi	Final	No	10/27/2017	
Prime Contractor Michigan Joint Sealing, Inc.				Managing Office Anderson Eckstein and Westrick		

### Comments

Current Contract Amount: \$189,858.10  
% Completed: 100

### Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
Total Liquidated Damages:				\$0

### Pre-Voucher Summary

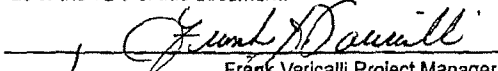
Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0373, 2015 Pavement Joint and Crack Sealing Program	0005	\$0.00	\$0.00	\$0.00
Voucher Total:				\$0.00

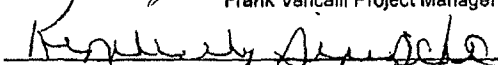
### Summary

Current Voucher Total:	\$0.00	Earnings to date:	\$189,858.10
-Current Retainage:	(\$4,063.50)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$0.00	- Adjustments to date:	\$8,036.00
Total Estimated Payment:	\$4,063.50	Net Earnings to date:	\$181,822.10
		- Payments to date:	\$177,758.60
		Net Earnings this period:	\$4,063.50

### Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document.

  
Frank Varicalli Project Manager

  
Michigan Joint Sealing, Inc.

2-28-19  
(Date)

2/28/19  
(Date)

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

John L. Budde; Patrick E. Williams; Steven K. Brandon; Susan L. Small; T. J. Griffin; Terence J. Griffin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

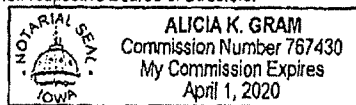


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of February, 2019.



*William Warner Jr.*  
Secretary

POA 0018 (3/17)





## Construction Pay Estimate Report

Anderson, Eckstein and Westrick

2/18/2019 9:36 AM

FieldManager 5.3b

Contract: .0160-0401, 2018 Pavement Joint and Crack Sealing Program - District 1

Estimate Date	Estimate No.	Entered By	Estimate Type	Electronic File Created	All Contract Work Completed	Construction Started Date
02/18/2019	2	Michelle Ankawi	Final	No	7/27/2018	
Prime Contractor Michigan Joint Sealing, Inc.				Managing Office Anderson, Eckstein and Westrick		
Comments						
Current Contract Amount: \$54,533.90						
% Completed: 100%						
Adjustment for Crew Day						

### Item Usage Summary

Item Description	Item Code	Prop. Line	Project	Category	Project Item Line No.	Mod. Type	Mod. No.	Quantity	Dollar Amount
Observation of Material and Work to be P erformed (Crew Days)	8507042	0015	0160-0401	0000	0015	00	000	8.000	\$4,592.00
Total Estimated Item Payment:									\$4,592.00

### Time Charges

Site	Site Description	Site Method	Days Charged	Liq. Damages
00	SITE NUMBERS SHOULD BE CODED 00	Completion Date		\$0
Total Liquidated Damages:				\$0

### Pre-Voucher Summary

Project	Voucher No.	Item Payment	Stockpile Adjustment	Dollar Amount
0160-0401, 2018 Pavement Joint and Crack Sealing Program - District 1	0002	\$4,592.00	\$0.00	\$4,592.00
Voucher Total:				\$4,592.00

### Summary

Current Voucher Total:	\$4,592.00	Earnings to date:	\$54,533.90
-Current Retainage:	(\$2,714.60)	- Retainage to date:	\$0.00
-Current Liquidated Damages:	\$0.00	- Liquidated Damages to date:	\$0.00
-Current Adjustments:	\$4,592.00	- Adjustments to date:	\$4,592.00
Total Estimated Payment:	\$2,714.60	Net Earnings to date:	\$49,941.90
		- Payments to date:	\$47,227.30
		Net Earnings this period:	\$2,714.60



Anderson, Eckstein and Westrick

## Construction Pay Estimate Report

2/18/2019 9:36 AM

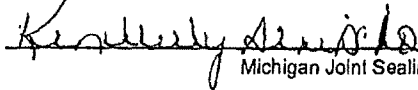
FieldManager 5.3b

### Estimate Certification

I certify the items included on this report constitute my estimate of work completed and due the contractor as of the date of this document. I also certify the prime contractor is meeting all requirements for minority percentages and the payrolls are current.

  
\_\_\_\_\_  
Frank Varicalli

2-23-19  
(Date)

  
\_\_\_\_\_  
Michigan Joint Sealing, Inc.

2/18/19  
(Date)



## Construction Pay Estimate Amount Balance Report

Estimate: 2

2/18/2019 9:36 AM

Anderson, Eckstein and Westrick

FieldManager 5.3b

### Contract: .0160-0401, 2018 Pavement Joint and Crack Sealing Program - District 1

Item Description	Item Code	Prop. Line	Project	Category	Authorized Quantity	Quantity This Estimate	Qty. Paid To Date	Total Qty. Placed	% Cpt	Unit Price	Dollar Amt. Paid To Date
_ Cleaning and Sealing Existing Joints and Random Cracks	6037001	0005	0160-0401	0000	60,295.000		60,295.000	60,295.000	100%	0.82000	\$49,441.90
_ Traffic Maintenance and Control	8127051	0010	0160-0401	0000	1.000		1.000	1.000	100%	500.00000	\$500.00
_ Observation of Material and Work to be P erformed (Crew Days)	8507042	0015	0160-0401	0000	8.000	8.000	8.000	8.000	100%	574.00000	\$4,592.00

Percentage of Contract Completed(curr): 100%  
(total paid to date / total of all authorized work)

Total Amount Paid This Estimate: \$4,592.00

Total Amount Paid To Date: \$54,533.90

11B



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

INVOICE

RECEIVED  
MAR 25 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

February 13, 2018  
Project No: 0160-0395-0  
Invoice No: 0116798

Project 0160-0395-0 CAPITAL IMPROVEMENTS, ROOFS  
FOR: CITY HALL FIELD MEASUREMENTS; PLAN AND SPEC BOOK PREPARATION; ROOF CONSULTANT (\$4,410.00)  
Professional Services from January 8, 2018 to February 4, 2018

Phase 01 CONTRACT DOCUMENTS

Fee

Total Fee	72,000.00		
Percent Complete	40.00	Total Earned	28,800.00
		Previous Fee Billing	14,400.00
		Current Fee Billing	14,400.00
		Total Fee	14,400.00
		Total this Phase	\$14,400.00
		Total this Invoice	\$14,400.00

Original PO 17-44263  
(Liquidated \$17,700.00 (Adequate Funding Allocated))  
420-451-974.201

03/01/2019

*[Signature]* 3/1/19  
*[Signature]*  
FS



Capital Improvements, HVAC and Roofs  
 AEW Project No. 0160-0395  
 Summary of Time Spent for Design, Specification, Bidding  
 and Subconsultant Fees

Name	Hours	Description
Scott Lockwood	16	Oversight and review
Arlow, Jason	45	Plan, design and code review
Berge, Matt	36	Project plans, design and specifications
Chirco, Brandy	128.6	Drafting
Pasamba, Argie	27	Drafting
Bickham, Brenda	2.3	Secretarial
	254.9	

SUBCONSULTANTS

Amount	Description
521	Roofing Tech. Associates
521	



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com (586) 726-1234

INVOICE

RECEIVED

MAR 25 2019

February 13, 2018

Project No: 0160-0397-0

Invoice No: 0116799

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Project 0160-0397-0 PUBLIC SAFETY IMPROVEMENTS  
FOR: LAYOUTS & MEETINGS TO REVIEW, PLAN REVISIONS AND PREPARE PRELIMINARY DESIGN DOCUMENTS  
Professional Services from January 8, 2018 to February 4, 2018

Fee

Total Fee	23,000.00		
Percent Complete	50.00	Total Earned	11,500.00
		Previous Fee Billing	4,600.00
		Current Fee Billing	6,900.00
		Total Fee	6,900.00

Total this Invoice \$6,900.00

Original PO 17-44449  
(Liquidated \$2,886.55)  
401-451-974.201  
03/01/2019

*[Signature]*  
*[Signature]*  
FS

Public Safety  
 AEW Project No. 0160-0397  
 Summary of Time Spent for Design, Specification, Bidding  
 and Subconsultant Fees

Name	Hours	Description
Arlow, Jason	6	Plan and code review
Berge, Matt	93.5	Project plans, design and specifications
Zauel, Kevin	2	Review floor slab
	99.5	

SUBCONSULTANTS

Amount	Description
0	



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com (248) 726-1234

INVOICE

000639

FA  
18-19

RECEIVED

MAR 25 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

February 26, 2019

Project No:

0160-0408-0

Invoice No:

0121019

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0408-0 VERNIER RD RESURFACING - FAIRWAY TO ECL

**Professional Services from January 7, 2019 to February 3, 2019**

**Fee**

Construction Cost	1,300,000.00
Fee Percentage	6.00
Total Fee	78,000.00

Percent Complete	90.00	Total Earned	70,200.00
		Previous Fee Billing	62,400.00
		Current Fee Billing	7,800.00
		<b>Total Fee</b>	<b>7,800.00</b>

**Total this Invoice \$7,800.00**

**Outstanding Invoices**

Number	Date	Balance
0120720	1/30/2019	225.00
<b>Total</b>		<b>225.00</b>

INCLUDE PROJECT DETAIL REPORT

PO 18-45021  
202-451-974 803  
3/8/19

*[Signature]*

FS

*[Signature]*

CC APP  
3/13/19  
CB



**Vernier Road Resurfacing- Fairway to East City Limit**  
**AEW Project No. 0160-0408**  
**Summary of Time Spent for Design, Specification, Bidding**  
**and Subconsultant Fees**

Name	Hours	Description
ALLEGOET, JEFFREY	36.5	Topo, design and drafting
AMEY, CRAIG	7	Survey
BARNES, JOYCE	6.5	Design
BICKHAM, BRENDA	8	Contract document prep
DOURJALIAN, ANDREW	0.1	GIS
EBERLE, JOSEPH	84.2	Traffic Design
GAYESKI JR., JOSEPH	37.5	Survey
HENNINGS, NANCY	34.2	Plan Drafting
KAFERLE, KATHLEEN	1	Contract document prep
LEIDEKER, GARY	63.5	Plan Drafting
LEONARD, MICHAEL	35.3	Survey
LOCKWOOD, SCOTT	32.5	Project oversight, design
MARCUS, PATRICK	1	Sewer review
SCHWARTZ, JOSEPH	34	Survey
SEIDEL, KYLE	0.6	Design
SOPCZYNSKI, MICHAEL	13.5	Drafting
TRUAX, MICHAEL	2	Survey Oversight
VIGNERON, MICHAEL	80.5	Project oversight and design
KAFERLE, JARED	0.6	Contract document prep
KEKHWA, DANNY	170.7	Design
WILBERDING, ROSS	19.5	Design
	668.7	

**SUBCONSULTANTS**

Amount	Description
4450	G2 CONSULTING GROUP, LLC
700	TRAFFIC DATA COLLECTION, LLC
5150	



ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD., SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

INVOICE

RECEIVED  
MAR 26 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

March 12, 2019  
Project No: 0160-0395-0  
Invoice No: 0121078

Project 0160-0395-0 CAPITAL IMPROVEMENTS, ROOFS  
FOR: CITY HALL FIELD MEASUREMENTS; PLAN AND SPEC BOOK PREPARATION  
Professional Services from February 4, 2019 to March 3, 2019

Phase 02 CONTRACT ADMINISTRATION

Fee

Total Fee	12,000.00		
Percent Complete	95.00	Total Earned	11,400.00
		Previous Fee Billing	10,800.00
		Current Fee Billing	600.00
		<b>Total Fee</b>	<b>600.00</b>
		<b>Total this Phase</b>	<b>\$600.00</b>
		<b>Total this Invoice</b>	<b>\$600.00</b>

Outstanding Invoices

Number	Date	Balance
0116798	2/13/2018	14,400.00
0120503	1/15/2019	1,200.00
0120738	2/11/2019	1,200.00
<b>Total</b>		<b>16,800.00</b>

BILLING BACKUP REPORT

PO 18 - 44866  
420-451-974 201  
3/22/2019  
(Behrens)  
FS  
3/25/19

# Project Detail - JTD

Monday, March 11, 2019

10:05:16 AM

Anderson, Eckstein & Westrick, Inc.

Transactions for 6/1/2010 through 3/3/2019

	Total Hours
<b>Project Number: 0160-0395-0 CAPITAL IMPROVEMENTS, ROOFS</b>	
<b>Total for</b>	
<b>Labor and Overhead</b>	
23 RESEARCH/REVIEW	
000 UNASSIGNED	
* X 293 LOCKWOOD, SCOTT 3/2/2017	1.00
Photos of existing roofs	
* X 293 LOCKWOOD, SCOTT 3/27/2017	1.00
Review bid docs	
Total for 293	2.00
Total for UNASSIGNED	2.00
Total for RESEARCH/REVIEW	2.00
24 SECRETARIAL	
000 UNASSIGNED	
* X 391 BICKHAM, BRENDA 2/28/2017	.50
2 AIAs	
* X 391 BICKHAM, BRENDA 3/1/2017	.50
Spec	
X 391 BICKHAM, BRENDA 10/26/2017	1.00
2 Agreements	
* X 391 BICKHAM, BRENDA 5/9/2018	.50
Meeting Minutes	
X 391 BICKHAM, BRENDA 6/19/2018	1.00
Documents	
* X 391 BICKHAM, BRENDA 7/11/2018	.50
Meeting Minutes	
* X 391 BICKHAM, BRENDA 12/17/2018	.50
AIA Document	
Total for 391	4.50
* X 520 DUBAY, GAIL 3/20/2017	.30
Placed Ads with Planhouses - JRA	
Total for 520	.30
Total for UNASSIGNED	4.80
Total for SECRETARIAL	4.80
25 PRINTS	
000 UNASSIGNED	
X 360 LEIDEKER, RONDA 7/24/2018	.30
Books	
X 360 LEIDEKER, RONDA 7/25/2018	.20
Prints	
X 360 LEIDEKER, RONDA 7/30/2018	.40
Prints	
Total for 360	.90
* X 523 KAFERLE, KATHLEEN 4/4/2018	1.00
Plans	
Total for 523	1.00
* X 665 ANKAWI, MICHELLE 4/4/2018	1.50
Print and Copy 8 Spec Books	
Total for 665	1.50
Total for UNASSIGNED	3.40
Total for PRINTS	3.40
26 DELIVERIES	
000 UNASSIGNED	
* X 596 CHIRCO, BRANDY 4/6/2018	2.00
plans to Grosse Pointe Woods and St. Clair Shores	

	Total Hours
Total for 596	2.00
Total for UNASSIGNED	2.00
Total for DELIVERIES	2.00
35 CONST.DESIGN	
000 UNASSIGNED	
* X 293 LOCKWOOD, SCOTT 4/3/2018 Review issues with timing, permits	1.00
* X 293 LOCKWOOD, SCOTT 4/4/2018 Permit issues	1.00
* X 293 LOCKWOOD, SCOTT 4/27/2018 Review cost estimates with JA	1.00
* X 293 LOCKWOOD, SCOTT 4/30/2018	1.00
* X 293 LOCKWOOD, SCOTT 5/1/2018 Bids with JA	1.50
* X 293 LOCKWOOD, SCOTT 5/2/2018 Discuss bids	1.00
* X 293 LOCKWOOD, SCOTT 5/4/2018 Review numbers and meet with JA, BS and CB	2.50
* X 293 LOCKWOOD, SCOTT 5/7/2018 discuss project options	1.00
* X 293 LOCKWOOD, SCOTT 5/9/2018 Discuss funding and project award	2.00
* X 293 LOCKWOOD, SCOTT 5/14/2018 Cost review	1.00
* X 293 LOCKWOOD, SCOTT 5/16/2018 meeting with Jason, Bruce and Cathy to review costs	2.00
X 293 LOCKWOOD, SCOTT 5/29/2018 Discuss bid award	.50
X 293 LOCKWOOD, SCOTT 6/5/2018 Discuss award with JA, FS and Bond Counsel	1.00
X 293 LOCKWOOD, SCOTT 6/6/2018 Review contingent award with City	1.00
X 293 LOCKWOOD, SCOTT 6/18/2018 COW and Council to discuss award	1.00
Total for 293	18.50
Total for UNASSIGNED	18.50
Total for CONST.DESIGN	18.50
37 SPECIFICATIONS	
000 UNASSIGNED	
* X 442 VIGNERON, MICHAEL 4/3/2018 Post to MITN	.50
* X 442 VIGNERON, MICHAEL 4/18/2018 Post Addendum No. 1	.20
* X 442 VIGNERON, MICHAEL 4/19/2018 Post Addendum No. 2	.20
* X 442 VIGNERON, MICHAEL 4/20/2018 Post Addendum No. 3	.20
Total for 442	1.10
* X 452 PASAMBA, ARMANDO 3/1/2017 spec's and cad work	2.00
* X 452 PASAMBA, ARMANDO 3/2/2017	.50
* X 452 PASAMBA, ARMANDO 3/22/2017	1.50
* X 452 PASAMBA, ARMANDO 3/24/2017	1.00
Total for 452	5.00
Total for UNASSIGNED	6.10
Total for SPECIFICATIONS	6.10



				Total Hours
<b>38 CONTRACT ADMIN</b>				
000 UNASSIGNED				
* X	293 LOCKWOOD, SCOTT	6/28/2018	2.00	
	Conference call to discuss billing			
* X	293 LOCKWOOD, SCOTT	7/25/2018	.50	
	precon meeting			
* X	293 LOCKWOOD, SCOTT	8/22/2018	1.00	
	Pay process review			
* X	293 LOCKWOOD, SCOTT	9/26/2018	1.00	
* X	293 LOCKWOOD, SCOTT	9/28/2018	1.00	
	Lightning rod research and resolve			
* X	293 LOCKWOOD, SCOTT	2/1/2019	1.00	
	Meeting to review progress			
Total for 293			<b>6.50</b>	
Total for UNASSIGNED			<b>6.50</b>	
Total for CONTRACT ADMIN			<b>6.50</b>	
<b>41 MEETINGS</b>				
000 UNASSIGNED				
X	293 LOCKWOOD, SCOTT	9/18/2017	2.00	
	COW meeting			
X	293 LOCKWOOD, SCOTT	11/6/2017	1.00	
X	293 LOCKWOOD, SCOTT	11/29/2017	1.50	
X	293 LOCKWOOD, SCOTT	12/6/2017	1.00	
X	293 LOCKWOOD, SCOTT	12/18/2017	1.00	
	Discuss HVAC study cost with JA and City			
X	293 LOCKWOOD, SCOTT	12/21/2017	.50	
X	293 LOCKWOOD, SCOTT	1/2/2018	.50	
	Review and discussion of HVAC proposal with JRA			
X	293 LOCKWOOD, SCOTT	1/3/2018	1.00	
	Review of HVAC Proposal and discussion with City			
X	293 LOCKWOOD, SCOTT	1/10/2018	.50	
	Review project timing			
X	293 LOCKWOOD, SCOTT	1/22/2018	2.00	
	Discussion with City regarding scheduling and HVAC Study			
X	293 LOCKWOOD, SCOTT	1/23/2018	1.00	
	Review DiClemente Siegal proposal and schedule			
X	293 LOCKWOOD, SCOTT	1/25/2018	1.50	
	Review of scheduling and project progress			
X	293 LOCKWOOD, SCOTT	1/26/2018	.50	
	Review revised bid and construction scheduling			
X	293 LOCKWOOD, SCOTT	2/7/2018	1.50	
	Plan review and scheduling			
X	293 LOCKWOOD, SCOTT	2/8/2018	1.00	
	Review plan and discussion about proposed treatment			
X	293 LOCKWOOD, SCOTT	2/9/2018	1.00	
	project progress and review of timeline with JRA			
X	293 LOCKWOOD, SCOTT	2/13/2018	2.00	
	Review timing, plans and mechanical with JA			
X	293 LOCKWOOD, SCOTT	2/14/2018	1.50	
X	293 LOCKWOOD, SCOTT	2/21/2018	1.00	
	Review project timing			
X	293 LOCKWOOD, SCOTT	2/26/2018	1.50	
	HVAC study			
X	293 LOCKWOOD, SCOTT	2/28/2018	1.00	
	Review with City and DiClemente Segal			
X	293 LOCKWOOD, SCOTT	3/2/2018	1.00	
	Review total project revisions/cost with JA			

			Total Hours
X	293 LOCKWOOD, SCOTT	3/12/2018	1.50
	Review memo regarding current project costs and scope		
X	293 LOCKWOOD, SCOTT	3/15/2018	1.50
	Cost estimates		
X	293 LOCKWOOD, SCOTT	3/16/2018	2.00
	Project cost breakdown		
X	293 LOCKWOOD, SCOTT	3/19/2018	1.00
	Discussion regarding alternates for HVAC		
X	293 LOCKWOOD, SCOTT	3/23/2018	1.50
	review with JRA		
Total for 293			33.00
X	570 SOMMERS, MICHAEL	9/12/2018	1.00
	Progress Meeting		
Total for 570			1.00
Total for UNASSIGNED			34.00
Total for MEETINGS			34.00
50 ARCHITECT			
000 UNASSIGNED			
* X	402 ARLOW, JASON	1/12/2018	2.50
	DPW addition, site visit, field measure, sketch		
* X	402 ARLOW, JASON	1/15/2018	2.50
	Review roof quotes for activities building, letter to city, DPW addition estimate		
X	402 ARLOW, JASON	2/27/2018	2.00
	review report, talk to Bruce, Frank and DSD		
X	402 ARLOW, JASON	2/28/2018	3.00
	Study review		
X	402 ARLOW, JASON	3/2/2018	2.00
	mark ups on report		
X	402 ARLOW, JASON	3/3/2018	1.00
	Fee adjustment		
X	402 ARLOW, JASON	3/8/2018	.50
	Final report		
X	402 ARLOW, JASON	3/15/2018	.50
	project summary		
Total for 402			14.00
Total for UNASSIGNED			14.00
Total for ARCHITECT			14.00
51 PROG/FEAS			
000 UNASSIGNED			
X	402 ARLOW, JASON	8/7/2017	.50
	Set up project		
Total for 402			.50
Total for UNASSIGNED			.50
Total for PROG/FEAS			.50
52 DESIGN DEV			
000 UNASSIGNED			
X	402 ARLOW, JASON	11/29/2017	3.50
	Meeting, review boiler, chiller, minutes		
X	402 ARLOW, JASON	11/30/2017	1.00
	Mark up plans		
X	402 ARLOW, JASON	12/4/2017	3.00
	Review roof reports, details		
X	402 ARLOW, JASON	12/14/2017	.50
	New work scope		
X	402 ARLOW, JASON	12/15/2017	.50
	New work scope		
Total for 402			8.50

				Total Hours
X	681	BERGE, MATTHEW	10/30/2017	1.00
		Research existing		
X	681	BERGE, MATTHEW	11/6/2017	1.00
		Roof plans for GPW improvements		
X	681	BERGE, MATTHEW	11/8/2017	1.00
		Compile existing plans for City Hall and Bath House for MEP consultant.		
X	681	BERGE, MATTHEW	11/9/2017	4.00
		Compile existing plans for Activities Building for MEP consultant.		
X	681	BERGE, MATTHEW	11/10/2017	1.00
		Compile existing plans		
Total for 681				8.00
Total for UNASSIGNED				16.50
Total for DESIGN DEV				16.50
53 CONST DOCUM				
000 UNASSIGNED				
* X	402	ARLOW, JASON	1/19/2017	.50
		Set up job		
* X	402	ARLOW, JASON	1/20/2017	.50
		spec		
* X	402	ARLOW, JASON	2/28/2017	3.00
		Front end specs		
* X	402	ARLOW, JASON	3/1/2017	2.00
		Specs		
* X	402	ARLOW, JASON	3/11/2017	.50
		Photos, plans		
* X	402	ARLOW, JASON	3/14/2017	2.50
		Roof plan and spec, smoke damage to maintenance bldg		
* X	402	ARLOW, JASON	3/17/2017	1.50
		Ad, roof plan		
* X	402	ARLOW, JASON	3/20/2017	1.00
		Ad		
* X	402	ARLOW, JASON	3/21/2017	1.00
		Specs		
* X	402	ARLOW, JASON	3/22/2017	2.00
		Site visit, specs		
* X	402	ARLOW, JASON	3/24/2017	.50
		Specs		
* X	402	ARLOW, JASON	3/27/2017	1.00
		Specs, bid issue		
X	402	ARLOW, JASON	10/25/2017	1.50
		Consultant agreements		
X	402	ARLOW, JASON	10/26/2017	.50
		Consultant agreements		
X	402	ARLOW, JASON	11/2/2017	.50
		consultant agreements		
X	402	ARLOW, JASON	12/28/2017	1.00
		Plan review, mark up		
X	402	ARLOW, JASON	1/2/2018	.50
		Details		
X	402	ARLOW, JASON	1/4/2018	.50
		Details		
X	402	ARLOW, JASON	1/11/2018	1.00
		Ad for activities bldg		
X	402	ARLOW, JASON	1/12/2018	.50
		Ad, bond req'mt for activities bldg		
X	402	ARLOW, JASON	1/22/2018	2.50
		GPW cow		

				Total Hours
X	402 ARLOW, JASON	1/22/2018	Plan review	1.00
X	402 ARLOW, JASON	1/23/2018	Schedule	.50
X	402 ARLOW, JASON	1/25/2018	Review	1.00
X	402 ARLOW, JASON	1/30/2018	Review	.50
X	402 ARLOW, JASON	2/2/2018	Vent review	.50
X	402 ARLOW, JASON	2/5/2018	Plan review	.50
X	402 ARLOW, JASON	2/6/2018	Review ad	1.00
X	402 ARLOW, JASON	2/7/2018	Review plans	.50
X	402 ARLOW, JASON	2/8/2018	review with gene	.50
X	402 ARLOW, JASON	2/12/2018	Review plans	.50
X	402 ARLOW, JASON	2/14/2018	Review plans	.50
X	402 ARLOW, JASON	2/15/2018	Review plans	2.50
X	402 ARLOW, JASON	3/2/2018	review, fee, eng	1.00
X	402 ARLOW, JASON	3/8/2018	Meeting with Schena Roofing	1.00
X	402 ARLOW, JASON	3/12/2018	Udate project costs	.50
X	402 ARLOW, JASON	3/22/2018	Meeting at city	2.00
X	402 ARLOW, JASON	3/28/2018	plan mark up	1.00
X	402 ARLOW, JASON	3/29/2018	review	3.00
* X	402 ARLOW, JASON	4/3/2018	Final review	1.00
* X	402 ARLOW, JASON	4/10/2018	Pre bid	2.00
* X	402 ARLOW, JASON	5/1/2018	bid opening	1.50
* X	402 ARLOW, JASON	5/4/2018	Review bids, Bond meeting	2.50
* X	402 ARLOW, JASON	5/8/2018	Meeting prep, contractor interview, notes	3.50
* X	402 ARLOW, JASON	5/9/2018	Bid review	.50
* X	402 ARLOW, JASON	5/10/2018	DPW roof, cost savings	.50
* X	402 ARLOW, JASON	5/11/2018	letter of award	.50
* X	402 ARLOW, JASON	5/15/2018	Revise letter	1.00
* X	402 ARLOW, JASON	5/16/2018	Police garage roof letter and bid review	.50
X	402 ARLOW, JASON	6/4/2018	Council meeting	1.00



			Total Hours
X	402 ARLOW, JASON	6/6/2018	.50
	Invoices		
Total for 402			57.50
M	452 PASAMBA, ARMANDO	11/15/2017	1.00
	BATH HOUSE		
M	452 PASAMBA, ARMANDO	11/16/2017	4.00
	BATH HOUSE		
M	452 PASAMBA, ARMANDO	11/17/2017	4.00
	HATCH HOUSE / ACTIVITY BLDG		
X	452 PASAMBA, ARMANDO	11/7/2017	1.00
X	452 PASAMBA, ARMANDO	11/8/2017	5.00
X	452 PASAMBA, ARMANDO	11/10/2017	3.00
X	452 PASAMBA, ARMANDO	12/1/2017	4.00
	City hall Field Measurement		
X	452 PASAMBA, ARMANDO	2/6/2018	4.50
	CONSTRUCTION DOCUMENT		
Total for 452			26.50
M	596 CHIRCO, BRANDY	11/20/2017	2.50
	roof and floor plans		
M	596 CHIRCO, BRANDY	11/21/2017	.50
	roof and floor plans		
M	596 CHIRCO, BRANDY	11/27/2017	4.00
	roof plans		
M	596 CHIRCO, BRANDY	11/28/2017	.30
	roof plans		
M	596 CHIRCO, BRANDY	11/29/2017	6.20
	city hall floor plan		
M	596 CHIRCO, BRANDY	11/30/2017	4.10
	city hall floor plan		
M	596 CHIRCO, BRANDY	12/1/2017	4.00
	field measurements of City Hall		
M	596 CHIRCO, BRANDY	12/1/2017	.50
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/4/2017	5.40
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/5/2017	4.00
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/6/2017	.20
	updating city hall floor plan		
X	596 CHIRCO, BRANDY	12/11/2017	5.30
	roof plans		
X	596 CHIRCO, BRANDY	12/15/2017	5.60
	roof details		
X	596 CHIRCO, BRANDY	12/18/2017	5.00
	roof plans		
X	596 CHIRCO, BRANDY	12/19/2017	1.70
	roof plans		
X	596 CHIRCO, BRANDY	12/22/2017	1.50
	roof details		
X	596 CHIRCO, BRANDY	1/2/2018	.50
	updates to plans		
X	596 CHIRCO, BRANDY	1/3/2018	1.00
	updates to plans		
X	596 CHIRCO, BRANDY	1/16/2018	5.50
	roof plans		
X	596 CHIRCO, BRANDY	1/17/2018	7.50
	roof plans and details		

			Total Hours
X	596 CHIRCO, BRANDY	1/18/2018	.60
	details		
X	596 CHIRCO, BRANDY	1/19/2018	1.80
	roof sections		
X	596 CHIRCO, BRANDY	1/22/2018	6.90
	sections and details		
X	596 CHIRCO, BRANDY	1/23/2018	4.70
	sections and details		
X	596 CHIRCO, BRANDY	1/24/2018	.20
	sections and details		
X	596 CHIRCO, BRANDY	1/25/2018	4.00
	sections and details		
X	596 CHIRCO, BRANDY	1/26/2018	6.20
	sections and details		
X	596 CHIRCO, BRANDY	1/29/2018	8.00
	sections and details		
X	596 CHIRCO, BRANDY	1/30/2018	7.50
	sections and details		
X	596 CHIRCO, BRANDY	1/31/2018	8.00
	sections and details		
X	596 CHIRCO, BRANDY	2/1/2018	7.00
	sections and details		
X	596 CHIRCO, BRANDY	2/2/2018	6.90
	sections and details		
X	596 CHIRCO, BRANDY	2/6/2018	1.00
	roof sections and details		
X	596 CHIRCO, BRANDY	2/7/2018	5.80
	roof sections and details		
X	596 CHIRCO, BRANDY	2/15/2018	3.70
	roof plans		
X	596 CHIRCO, BRANDY	2/16/2018	5.80
	bis issue plans		
X	596 CHIRCO, BRANDY	2/22/2018	5.20
	roof details		
X	596 CHIRCO, BRANDY	2/23/2018	5.70
	roof details		
X	596 CHIRCO, BRANDY	2/26/2018	3.60
	mark ups		
X	596 CHIRCO, BRANDY	3/5/2018	.20
	dormer louvers		
X	596 CHIRCO, BRANDY	3/8/2018	1.40
	estimate and roofing types		
X	596 CHIRCO, BRANDY	3/9/2018	.50
	estimate		
X	596 CHIRCO, BRANDY	3/12/2018	.80
	estimate		
X	596 CHIRCO, BRANDY	3/13/2018	.70
	shingle research		
X	596 CHIRCO, BRANDY	3/14/2018	.50
	shingle suppliers		
X	596 CHIRCO, BRANDY	3/20/2018	.80
	sections		
X	596 CHIRCO, BRANDY	3/21/2018	3.30
	roofing model		
X	596 CHIRCO, BRANDY	3/22/2018	1.00
	roofing model		
X	596 CHIRCO, BRANDY	3/23/2018	.70
	roofing model		

			Total Hours
X	596 CHIRCO, BRANDY	3/28/2018	2.00
	roof alternates		
X	596 CHIRCO, BRANDY	3/29/2018	8.00
	specifications, sections, details		
* X	596 CHIRCO, BRANDY	4/2/2018	6.30
	updates to all plans		
* X	596 CHIRCO, BRANDY	4/3/2018	2.30
	specifications, updates to plans		
* X	596 CHIRCO, BRANDY	4/10/2018	.20
	addendum 1		
* X	596 CHIRCO, BRANDY	4/12/2018	.10
	addendum 1		
* X	596 CHIRCO, BRANDY	4/13/2018	.50
	addendum 1		
* X	596 CHIRCO, BRANDY	4/16/2018	.50
	addendum 1		
* X	596 CHIRCO, BRANDY	4/17/2018	1.20
	addendum 1		
* X	596 CHIRCO, BRANDY	4/18/2018	.90
	addendum 1		
* X	596 CHIRCO, BRANDY	4/19/2018	.50
	addendum 2		
* X	596 CHIRCO, BRANDY	4/20/2018	.70
	addendum 3		
* X	596 CHIRCO, BRANDY	4/23/2018	.20
	answering bidder questions		
* X	596 CHIRCO, BRANDY	4/30/2018	.70
	area and perimeter of roof		
* X	596 CHIRCO, BRANDY	5/2/2018	.70
	bid tab		
* X	596 CHIRCO, BRANDY	5/8/2018	1.00
	interview prep		
Total for 596			193.60
X	681 BERGE, MATTHEW	1/18/2018	4.00
	Specifications		
X	681 BERGE, MATTHEW	1/24/2018	2.00
	Roof venting calculations		
X	681 BERGE, MATTHEW	1/25/2018	7.50
	Roof venting calcs for police garage, venting details for city hall.		
X	681 BERGE, MATTHEW	1/26/2018	5.50
	Project specifications		
X	681 BERGE, MATTHEW	1/29/2018	2.00
	Project specifications		
X	681 BERGE, MATTHEW	1/30/2018	2.00
	Research roof venting		
X	681 BERGE, MATTHEW	1/31/2018	1.00
	Review product information and calculations from roof vent mfr.		
X	681 BERGE, MATTHEW	2/1/2018	3.00
	Specs for roofing project		
X	681 BERGE, MATTHEW	2/2/2018	1.00
	Product specs		
X	681 BERGE, MATTHEW	2/5/2018	4.00
	Print and reveiw documents		
X	681 BERGE, MATTHEW	2/6/2018	4.00
	Revise details		
X	681 BERGE, MATTHEW	2/7/2018	4.00
	Roof details		

			Total Hours
X	681 BERGE, MATTHEW	3/29/2018	2.00
	Review specifications		
X	681 BERGE, MATTHEW	3/30/2018	1.00
	Specs		
* X	681 BERGE, MATTHEW	4/2/2018	.50
	Review project specifications		
* X	681 BERGE, MATTHEW	4/3/2018	2.00
	Review specs and drawings		
* X	681 BERGE, MATTHEW	4/4/2018	1.00
	Print permit sets and prepare letters of transmittal.		
* X	681 BERGE, MATTHEW	4/5/2018	.50
	Compile and distribute permit sets.		
	Total for 681		47.00
	Total for UNASSIGNED		324.60
	Total for CONST DOCUM		324.60
	54 BIDDING		
	000 UNASSIGNED		
* X	402 ARLOW, JASON	4/11/2017	1.50
	Pre bid, call bidders		
* X	402 ARLOW, JASON	4/18/2017	1.50
	Bid opening		
* X	402 ARLOW, JASON	4/16/2018	1.00
	Questions, addendum		
* X	402 ARLOW, JASON	4/17/2018	1.00
	Addendum questions		
* X	402 ARLOW, JASON	4/19/2018	1.00
	RFI, addendum		
* X	402 ARLOW, JASON	4/20/2018	.50
	RFI, addendum		
	Total for 402		6.50
* X	681 BERGE, MATTHEW	4/18/2018	2.00
	Compile addendum 1 documents		
	Total for 681		2.00
	Total for UNASSIGNED		8.50
	Total for BIDDING		8.50
	55 CONST ADMIN		
	000 UNASSIGNED		
X	402 ARLOW, JASON	6/18/2018	2.50
	COW and Council meetings		
X	402 ARLOW, JASON	6/19/2018	.50
	Award letter		
X	402 ARLOW, JASON	6/20/2018	1.00
	Award letter, review contract		
X	402 ARLOW, JASON	7/6/2018	.50
	review shops		
X	402 ARLOW, JASON	7/11/2018	3.50
	Coordination meeting, minutes, shops		
X	402 ARLOW, JASON	7/24/2018	1.00
	shops		
X	402 ARLOW, JASON	7/25/2018	2.50
	Pre con		
X	402 ARLOW, JASON	7/26/2018	1.00
	Minutes		
X	402 ARLOW, JASON	7/30/2018	1.00
	Poillice garage pre con		
X	402 ARLOW, JASON	7/31/2018	.50
	Shop dwg		



			Total Hours
X	402 ARLOW, JASON	8/1/2018	1.00
	shops		
X	402 ARLOW, JASON	8/3/2018	.50
	color selection		
X	402 ARLOW, JASON	8/8/2018	.50
	shops, schedule		
X	402 ARLOW, JASON	8/13/2018	1.00
	Pay ap 1		
X	402 ARLOW, JASON	8/14/2018	.50
	Submittals, RFI		
X	402 ARLOW, JASON	8/15/2018	.50
	Submittal		
X	402 ARLOW, JASON	8/21/2018	.50
	Pay ap		
X	402 ARLOW, JASON	8/22/2018	.50
	Pay ap		
X	402 ARLOW, JASON	8/27/2018	2.00
	Progress meeting		
X	402 ARLOW, JASON	8/29/2018	1.50
	Pay ap 2, meeting mins		
X	402 ARLOW, JASON	9/5/2018	.50
	Debris follow up, schedule follow up		
X	402 ARLOW, JASON	9/6/2018	1.00
	Site visit and follow up		
X	402 ARLOW, JASON	9/12/2018	2.00
	Progress meeting		
X	402 ARLOW, JASON	9/13/2018	1.00
	RFI's		
X	402 ARLOW, JASON	9/17/2018	1.50
	DPW punch list		
X	402 ARLOW, JASON	9/18/2018	.50
	RFI		
X	402 ARLOW, JASON	9/19/2018	.50
	Site meeting		
X	402 ARLOW, JASON	9/20/2018	.50
	RFI		
X	402 ARLOW, JASON	9/21/2018	.50
	RFI		
X	402 ARLOW, JASON	9/24/2018	1.00
	Pay ap3		
X	402 ARLOW, JASON	9/26/2018	1.00
	progress meeting		
X	402 ARLOW, JASON	9/28/2018	1.00
	minutes		
X	402 ARLOW, JASON	10/9/2018	1.00
	RFI		
X	402 ARLOW, JASON	10/24/2018	2.50
	Progress meeting		
X	402 ARLOW, JASON	10/26/2018	1.00
	Pay app, minutes		
X	402 ARLOW, JASON	10/30/2018	1.00
	Update memo to bruce, vent color		
X	402 ARLOW, JASON	11/7/2018	1.00
	progress meeting		
X	402 ARLOW, JASON	11/10/2018	.50
	minutes		
X	402 ARLOW, JASON	11/12/2018	1.50
	Job meeting		

				Total Hours
X	402 ARLOW, JASON	11/14/2018	Job meeting	.50
X	402 ARLOW, JASON	11/20/2018	pay application	1.00
X	402 ARLOW, JASON	11/28/2018	progress meeting	1.50
X	402 ARLOW, JASON	11/29/2018	Summary and minutes	1.00
X	402 ARLOW, JASON	12/5/2018	Progress memo to Frank	.50
X	402 ARLOW, JASON	12/6/2018	ERV	.50
X	402 ARLOW, JASON	12/10/2018	ERV relocation	.50
X	402 ARLOW, JASON	12/12/2018	ERV relocation	.50
X	402 ARLOW, JASON	12/13/2018	ERV Sketch	.50
X	402 ARLOW, JASON	12/19/2018	Meeting, minutes	1.50
X	402 ARLOW, JASON	12/21/2018	meeting	.50
X	402 ARLOW, JASON	1/2/2019	Pay app 6	.50
X	402 ARLOW, JASON	1/3/2019	Pay app 6	.50
X	402 ARLOW, JASON	1/4/2019	Site meeting	1.00
X	402 ARLOW, JASON	1/9/2019	Progress meeting	1.00
X	402 ARLOW, JASON	1/11/2019	Progress meeting	1.00
X	402 ARLOW, JASON	1/16/2019	RFI	.50
X	402 ARLOW, JASON	1/18/2019	Field visit	1.00
X	402 ARLOW, JASON	1/19/2019	Pay ap	.50
X	402 ARLOW, JASON	1/21/2019	Pay ap	.50
X	402 ARLOW, JASON	1/23/2019	Progress meeting	1.00
X	402 ARLOW, JASON	1/28/2019	Meeting with Systemp	1.50
X	402 ARLOW, JASON	2/1/2019	Conference call	1.00
X	402 ARLOW, JASON	2/6/2019	Progress meeting	1.00
X	402 ARLOW, JASON	2/8/2019	Minutes, set up conference call	1.00
X	402 ARLOW, JASON	2/11/2019	Conference call	.50
X	402 ARLOW, JASON	2/20/2019	Progress meeting	1.00
X	402 ARLOW, JASON	2/21/2019	Schedule memo, minutes, pay ap	1.50
X	402 ARLOW, JASON	2/22/2019	Generator follow up	.50

			Total Hours
X	402 ARLOW, JASON	2/26/2019	.50
	shop drawing		
X	402 ARLOW, JASON	2/27/2019	.50
	RFI		
X	402 ARLOW, JASON	3/1/2019	.50
	RFI		
Total for 402			67.50
X	544 ZAUDEL, KEVIN	9/13/2018	.50
	Roof modifications for unit placement		
X	544 ZAUDEL, KEVIN	1/22/2019	5.00
	Site visit, review of purlin/ERV framing, recommendations		
X	544 ZAUDEL, KEVIN	1/23/2019	1.50
	Purlin and ERV connection recommendation email		
X	544 ZAUDEL, KEVIN	1/29/2019	.50
	ERV follow-up		
Total for 544			7.50
M	596 CHIRCO, BRANDY	11/17/2017	1.00
	spec book		
M	596 CHIRCO, BRANDY	11/22/2017	.50
	spec book		
X	596 CHIRCO, BRANDY	6/19/2018	2.90
	contract book, award letter		
X	596 CHIRCO, BRANDY	6/20/2018	.20
	contract book		
X	596 CHIRCO, BRANDY	7/2/2018	2.30
	submittals, contract book		
X	596 CHIRCO, BRANDY	7/6/2018	.80
	submittals		
X	596 CHIRCO, BRANDY	7/24/2018	.70
	contract book, submittals		
X	596 CHIRCO, BRANDY	7/25/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	7/27/2018	.30
	submittal		
X	596 CHIRCO, BRANDY	7/30/2018	.90
	construction issue plans		
X	596 CHIRCO, BRANDY	7/31/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/2/2018	.90
	submittals		
X	596 CHIRCO, BRANDY	8/3/2018	1.00
	submittals		
X	596 CHIRCO, BRANDY	8/8/2018	.30
	submittals		
X	596 CHIRCO, BRANDY	8/14/2018	.70
	submittals		
X	596 CHIRCO, BRANDY	8/16/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/17/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/22/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/30/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	1/4/2019	.50
	meeting mins		
Total for 596			15.40

	Total Hours
X 681 BERGE, MATTHEW 10/11/2018	.50
Forward plans to subcontractor	
X 681 BERGE, MATTHEW 10/30/2018	.50
Review vent types for roof project.	
Total for 681	1.00
Total for UNASSIGNED	91.40
Total for CONST ADMIN	91.40
56 ME/ELEC DESG	
000 UNASSIGNED	
X 552 EDWARDS, WILLIAM 2/8/2018	2.70
* X 552 EDWARDS, WILLIAM 2/21/2018	.60
X 552 EDWARDS, WILLIAM 2/22/2018	.50
* X 552 EDWARDS, WILLIAM 10/2/2018	.30
Lighting Rods	
* X 552 EDWARDS, WILLIAM 10/25/2018	.20
* X 552 EDWARDS, WILLIAM 2/21/2019	1.60
* X 552 EDWARDS, WILLIAM 2/26/2019	2.20
Total for 552	8.10
Total for UNASSIGNED	8.10
Total for ME/ELEC DESG	8.10
58 STRUCTURAL	
000 UNASSIGNED	
X 544 ZAUDEL, KEVIN 2/28/2018	.50
Unit loading request	
X 544 ZAUDEL, KEVIN 3/22/2018	1.00
Mechanical unit loading/locations	
X 544 ZAUDEL, KEVIN 3/29/2018	6.00
Roof framing analysis, review of existing plans	
X 544 ZAUDEL, KEVIN 12/13/2018	1.00
ERV support coordination	
X 544 ZAUDEL, KEVIN 12/14/2018	.50
ERV purlin check	
Total for 544	9.00
Total for UNASSIGNED	9.00
Total for STRUCTURAL	9.00
74 GIS UPDATES	
000 UNASSIGNED	
X 654 DOURJALIAN, ANDREW 11/28/2018	.10
GIS Reference Map Addition	
Total for 654	.10
Total for UNASSIGNED	.10
Total for GIS UPDATES	.10
Total for Labor and Overhead	550.00
Expenses	
Reimbursable Expenses	
520.00 REIMB. MISC. EXPENSE	
X AP 0089296 11/20/2018 / DICLEMENTE SIEGEL DESIGN INC.	
Total for 520.00	
521.00 NON-REIMB. MISC. EXP.	
F AP 0086951 12/5/2017 / ROOFING TECHNOLOGY ASSOCIATES	
F AP 0087068 12/18/2017 / ROOFING TECHNOLOGY ASSOCIATES	
F AP 0087441 2/13/2018 / DI CLEMENTE SIEGEL DESIGN INC.	
F AP 0087541 2/28/2018 / DI CLEMENTE SIEGEL DESIGN INC.	



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**Total  
Hours**

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F AP 0087884 4/24/2018 / DICLEMENTE  
SIEGEL DESIGN INC.F AP 0088090 5/22/2018 / DICLEMENTE  
SIEGEL DESIGN INC.F AP 0088629 8/14/2018 / DICLEMENTE  
SIEGEL DESIGN INC.F AP 0088896 9/25/2018 / DICLEMENTE  
SIEGEL DESIGN INC.F AP 0089102 10/23/2018 / DICLEMENTE  
SIEGEL DESIGN INC.F AP 0089537 1/2/2019 / DICLEMENTE  
SIEGEL DESIGN INC.F AP 0089739 1/29/2019 / DICLEMENTE  
SIEGEL DESIGN INC.X AP 0087715 3/27/2018 / DICLEMENTE  
SIEGEL DESIGN INC. / Invoice #57421**Total for 521.00****Total for Reimbursable Expenses****Total for Expenses****Total for 0160-0395-0****550.00****Final Totals****550.00**



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS SURVEYORS ARCHITECTS**  
 51301 SCHOENHERARD, SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

**INVOICE**

RECEIVED  
 MAR 26 2019  
 CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

March 18, 2019  
 Project No: 0160-0290-0  
 Invoice No: 0121278

*PD 18-44649 (100% WATER/SEW)*  
*592-537-818.000*  
*3/22/19*  
*CBehrns FS*

Project 0160-0290-0 GENERAL ENGINEERING  
 FOR: GENERAL ENGINEERING.  
Professional Services from February 4, 2019 to March 3, 2019  
 Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	2.00	103.00	206.00
LOCKWOOD, SCOTT	1.00	103.00	103.00
Budget			
LOCKWOOD, SCOTT	1.00	103.00	103.00
Budget considerations			
LOCKWOOD, SCOTT	1.00	103.00	103.00
Plans and documents for GIS addition			
GENERAL			
GRADUATE ENG/SUR/ARC			
WILBERDING, ROSS	.50	83.50	41.75
Revising budgets for curb/gutter			
BASE MAPS			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	.50	83.50	41.75
Revisions to water and pavement repair/replacement maps			
MAPSET			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	2.00	83.50	167.00
Checking of CCTV AB Updates			
MILLER, JEFFREY	.50	83.50	41.75
Creation of utility map for Barnes School Area			
Totals	8.50		807.25
Total Labor			807.25

Billing Limits	Current	Prior	To-Date
Total Billings	807.25	10,571.05	11,378.30
Limit			15,000.00
Remaining			3,621.70

**Total this Invoice \$807.25**

**Outstanding Invoices**

Number	Date	Balance
0120714	1/30/2019	2,420.25

Project	0160-0290-0	GENERAL ENGINEERING	Invoice	0121278
	0121013	2/26/2019		1,998.75
	<b>Total</b>			<b>4,419.00</b>



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
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**INVOICE RECEIVED**

MAR 26 2019

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

March 18, 2019

Project No: 0160-0364-0

Invoice No: 0121279

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

PO# 17-43940

592-537-975.004

3/22/2019

Roberts - FS

Project 0160-0364-0

SAW GRANT-WASTEWATER ASSET MGT PLAN

Professional Services from February 4, 2019 to March 3, 2019

Professional Personnel

*[Signature]* 3/25/19

	Hours	Rate	Amount
<b>PRINTS</b>			
ENGINEERING AIDE TRAINEE			
KAFERLE, KATHLEEN	.50	40.50	20.25
Scanning			
<b>CONTRACT ADMINISTRATION</b>			
GRADUATE ENG/SUR/ARC			
MARCUS, PATRICK	2.00	83.50	167.00
Track project			
MARCUS, PATRICK	.50	83.50	41.75
Track project based off of last two work days			
MARCUS, PATRICK	1.00	83.50	83.50
Tracking project			
MARCUS, PATRICK	3.00	83.50	250.50
Update critical open cut repair work schedule			
MARCUS, PATRICK	3.00	83.50	250.50
Verify quantities for pay estimate #1 and tracking project based off of yesterdays work			
<b>TEAM LEADER</b>			
SMITH, BRADLEY	2.00	83.50	167.00
spec book and plan as-built			
VARICALLI, FRANK	1.50	83.50	125.25
VARICALLI, FRANK	.50	83.50	41.75
pay estimate review			
<b>ENGINEERING AIDE III</b>			
WINES, WILLIAM	1.00	70.00	70.00
IDR Revisions / Estimate 9			
WINES, WILLIAM	1.00	70.00	70.00
Quantity Review			
<b>ENGINEERING AIDE I</b>			
ANDERSON, KEVIN	.50	56.00	28.00
CCTV tracking			
<b>ENGINEERING AIDE TRAINEE</b>			
ANKAWI, MICHELLE	1.00	40.50	40.50
Check the status of insurance and email contractor for updated copies, received updated copies printed and filed in the contract book			
ANKAWI, MICHELLE	2.00	40.50	81.00
Correct old IDR's with the correct pay items, generate Pay Estimate 9, create cover letter, fet signatures from FDV, Scan & email the city, update spreadsheet and file documents			



Project	0160-0364-0	SAW GRANT-WASTEWATER ASSET MGT PLAN		Invoice	0121279
	ANKAWI, MICHELLE	1.50	40.50	60.75	
	Create and generate IDR, create Draft estimate				
	ANKAWI, MICHELLE	.50	40.50	20.25	
	Looking for Field Set of Plans for FDV, emailed CLM, BMS and JB to look in the South office				
STUDIES					
	LICENSED ENG/SUR/ARC				
	GUINNANE, PAUL	1.00	103.00	103.00	
	Research Torrey Road PS info to SPL				
ENGINEERING PLAN REVIEW					
	GRADUATE ENG/SUR/ARC				
	MILLER, JEFFREY	3.10	83.50	258.85	
	Checking of CCTV AB Updates				
REVISIONS					
	GRADUATE ENG/SUR/ARC				
	MILLER, JEFFREY	1.50	83.50	125.25	
	Revisions to Rehab Structures Map				
GIS UPDATES					
	ENGINEERING AIDE III				
	DOURJALIAN, ANDREW	.50	70.00	35.00	
	AB Check				
	DOURJALIAN, ANDREW	2.00	70.00	140.00	
	PACP Map				
	DOURJALIAN, ANDREW	1.00	70.00	70.00	
	Printed Maps				
	Totals	30.60		2,250.10	
	<b>Total Labor</b>				<b>2,250.10</b>
			<b>Total this Invoice</b>		<b>\$2,250.10</b>

#### Outstanding Invoices

Number	Date	Balance
0120715	1/30/2019	2,778.45
0121014	2/26/2019	3,090.55
<b>Total</b>		<b>5,869.00</b>

RECEIVED

MAR 26 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

**INVOICE**

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

March 18, 2019  
Project No: 0160-0399-0  
Invoice No: 0121280

Project 0160-0399-0 2018 WATERMAIN CAPITAL IMPROVEMENT  
PURCHASE ORDER #18-44857 - \$162,500.00  
PURCHASE ORDER #18-44974 - \$36,635.00  
  
PURCHASE ORDER #18-44717 - \$85,500.00

**Professional Services from February 4, 2019 to March 3, 2019**

**Professional Personnel**

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	1.00	103.00	103.00
ENGINEERING AIDE III			
BARNES, JOYCE	5.50	70.00	385.00
Restoration calculations			
ENGINEERING AIDE TRAINEE			
ANKAWI, MICHELLE	1.00	40.50	40.50
Check the status of insurance and email contractor for updated copies, received updated copies printed and filed in the contract book			
Totals	7.50		528.50
<b>Total Labor</b>			<b>528.50</b>

Billing Limits	Current	Prior	To-Date
Total Billings	528.50	216,447.47	216,975.97
Limit			284,635.00
Remaining			67,659.03
		<b>Total this Invoice</b>	<b>\$528.50</b>

**Outstanding Invoices**

Number	Date	Balance
0120717	1/30/2019	5,685.00
0121016	2/26/2019	1,985.50
<b>Total</b>		<b>7,670.50</b>

PO# 44857

592-537-978.300

3/22/2019

CBHress - F.S. [Signature] 3/23/19

RECEIVED

MAR 26 2019



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

**INVOICE**

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

March 18, 2019  
 Project No: 0160-0407-0  
 Invoice No: 0121281

Project 0160-0407-0 2018 ROAD PROGRAM  
 PURCHASE ORDER #18-44856

Professional Services from February 4, 2019 to March 3, 2019

**Professional Personnel**

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	2.00	103.00	206.00
ENGINEERING AIDE TRAINEE			
ANKAWI, MICHELLE	.50	40.50	20.25
Email As-Builts to SPL, update spreadsheet			
ANKAWI, MICHELLE	.50	40.50	20.25
Received updated insurance docs, printed filed in Contract Books, emailed the city the updated info			
ANKAWI, MICHELLE	.50	40.50	20.25
Check the status of insurance and email contractor for updated copies			
Totals	3.50		266.75
<b>Total Labor</b>			<b>266.75</b>

Billing Limits	Current	Prior	To-Date
Total Billings	266.75	180,565.03	180,831.78
Limit			302,111.61
Remaining			121,279.83

**Total this Invoice \$266.75**

**Outstanding Invoices**

Number	Date	Balance
0119437	10/11/2018	13,367.65
0120719	1/30/2019	206.75
0121018	2/26/2019	838.25
<b>Total</b>		<b>14,412.65</b>

PO # 18-44856

203-451-977.803 186.72

572-537-975.421 80.03

3/22/2019

*(Signature)*



**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
 CIVIL ENGINEERS SURVEYORS ARCHITECTS  
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315  
 www.aewinc.com p(586)726-1234

**INVOICE**  
**RECEIVED**

MAR 26 2019

CITY OF GROSSE POINTE WOODS  
 CLERK'S DEPARTMENT

March 18, 2019  
 Project No: 0160-0410-0  
 Invoice No: 0121282

CITY OF GROSSE POINTE WOODS  
 ACCOUNTS PAYABLE  
 20025 MACK AVENUE  
 GROSSE POINTE WOODS, MI 48236-2397

Project 0160-0410-0 2018-2019 GIS MAINTENANCE

**Professional Services from February 4, 2019 to March 3, 2019**

**Professional Personnel**

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	.50	103.00	51.50
PRINTS			
ENGINEERING AIDE TRAINEE			
KAFERLE, JARED	.50	40.50	20.25
Scanning			
KAFERLE, KATHLEEN	1.40	40.50	56.70
Scanning			
DATABASE			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	1.00	83.50	83.50
Re-publishing of Grosse Pointe Woods Portal map and Mobile App			
REVISIONS			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	.50	83.50	41.75
Revisions to data from Liz's comments			
GIS UPDATES			
ENGINEERING AIDE III			
DOURJALIAN, ANDREW	.60	70.00	42.00
WM Break Updates			
Totals	4.50		295.70
<b>Total Labor</b>			<b>295.70</b>

Billing Limits	Current	Prior	To-Date
Total Billings	295.70	3,475.95	3,771.65
Limit			21,000.00
Remaining			17,228.35

**Total this Invoice \$295.70**

**Outstanding Invoices**

Number	Date	Balance
0120721	1/30/2019	185.80
0121020	2/26/2019	872.25
<b>Total</b>		<b>1,058.05</b>

PO# 18-44648  
 592-537-977.000  
 3/22/2019  
 C. Chrus





ANDERSON, ECKSTEIN & WESTRICK, INC.  
CIVIL ENGINEERS SURVEYORS ARCHITECTS  
51301 SCHOENHERR RD. SHELBURY TOWNSHIP, MI 48315  
www.aewinc.com p(586)726-1234

INVOICE

RECEIVED  
MAR 26 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236-2397

March 18, 2019  
Project No: 0160-0412-0  
Invoice No: 0121283


Project 0160-0412-0 FY 2019-2020 RATE STUDY

**Professional Services from February 4, 2019 to March 3, 2019**

**Professional Personnel**

	Hours	Rate	Amount
RESEARCH/REVIEW			
SENIOR PROJECT ENGINEER	1.70	103.00	175.10
Totals	1.70		175.10
Total Labor			175.10
Total this Invoice			\$175.10

18-44704  
592-537-818.010  
3/22/2019  
CBckers

 3/25/19

Invoice Number  
**298154**

Invoice Date  
**02/27/19**

# COUNTY OF WAYNE

Warren C. Evans - County Executive  
500 Griswold, Detroit, Michigan 48226

Invoice

000170

Send Remittance to:

Wayne County  
Department of Environment  
400 Monroe, Suite 300  
Detroit, Michigan 48226

Customer:

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

RECEIVED

MAR 18 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



11C

Customer Number

500012

Direct Inquiries to:

Telephone (313) 224-7843

## Department of Environment

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	03/29/19	FY2019 QUARTER 1 MILK RIVER DRAINAGE DISTRICT SUPPLEMENTAL FUNDING FOR CONSTRUCTION 830.54724.589000 CASH ACCT# 830.004724	99,590.50
002	03/29/19	FY2019 QUARTER 2 MILK RIVER DRAINAGE DISTRICT SUPPLEMENTAL FUNDING FOR CONSTRUCTION 830.54724.589000 CASH ACCT# 830.004724	99,590.50
<p>OK - F</p> <p>(SHORTFALL)</p> <p>365-455-992200</p> <p>3/18/2019</p> <p>Behrens</p> <p>3/18/19</p>			
Please Pay This Amount =>			\$ 199,181.00

Return Remittance Copy of Invoice with Payment

Invoice Number  
**298154**

Invoice Date  
**02/27/19**

Invoice Number  
**298092**

Invoice Date  
**02/26/19**

# COUNTY OF WAYNE

Warren C. Evans - County Executive  
500 Griswold, Detroit, Michigan 48226

Invoice

Send Remittance to:

000170

Wayne County  
Department of Environment  
400 Monroe, Suite 300  
Detroit, Michigan 48226

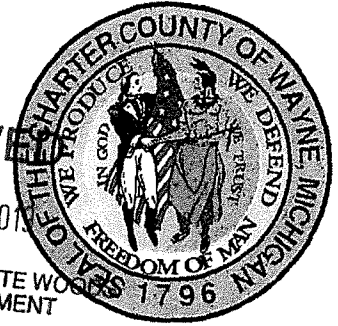
Customer:

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

RECEIVED

MAR 18 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT



Customer Number

500012

Direct Inquiries to:

Telephone (313) 224-7843

## Department of Environment

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	03/28/19	INTEREST DUE MILK RIVER DRAINAGE SYSTEM SRF PROGRAM 5446-01 Acct# 44724.581001 Cash Acct# 830.010724  ok - P  365-445-992.000 3/18/2019 C. Schreier B. M. [Signature] 3/18/2019	132,815.75
Please Pay This Amount =>			\$ 132,815.75

Return Remittance Copy of Invoice with Payment

Invoice Number  
**298092**

Invoice Date  
**02/26/19**



TOKIOMARINE  
HCC

Tokio Marine HCC - Public Risk Group  
1700 Opdyke Court, Auburn Hills, Michigan 48326  
main 248 371 3100 / 800 225 6561 facsimile 248 371 3091

11D

## INVOICE

Date: March 15, 2019  
To: City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pte Woods, MI 48236

RECEIVED  
MAR 18 2019  
CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

Claim #: 190868  
Bottomline Code: MI6-190868  
Carrier: U.S. Specialty Insurance Company  
Terms: Due within 30 days

---

Insured: City of Grosse Pointe Woods  
Policy # /Eff. Date: PKG81310016 / October 1, 2018  
Date of Loss: February 5, 2019  
Claimant: Walter, Lynne  
Loss Description: Sewer backup- City used an outdated map when repairing the water main resulting in damage to the sewer line.

### Deductible Information

---

Billing Item: (Deductible Recovery)	<u>Amount</u>
Invoice Total	\$10,000

Remit Payment To:  
HCC Public Risk Claim Service, Inc.  
1700 Opdyke Court  
Auburn Hills, MI 48326  
Attn: Claim 190868 / Bron Norman

Copy to: THE STEVENSON COMPANY

Questions Regarding This Invoice: Contact Bron Norman at 248-371-3106 or Main Office: 800-225-6561

101.210.812.000  
3/18/2019  
(11)

A subsidiary of HCC Insurance Holdings, Inc.



## **Lisa Hathaway**

---

**From:** Frank Schulte  
**Sent:** Thursday, February 7, 2019 4:24 PM  
**To:** Lisa Hathaway  
**Subject:** Sewer event 656 Hollywood 2-5-19  
**Attachments:** doc00027220190207161503.pdf

Hi Lisa,

Attached is DPW damage reports and Miss Dig fax sheet. Below is a breakdown of events.

### **February 3, 2019 City water main break**

- City employees repair city water main break in front of home at 656 Hollywood
- No sewer line was observed during repair
- Main break was back filled with sand
- Sanitary line on city sewer map showed location 656 Hollywood sanitary line side yard.

### **February 5, 2019 656 Hollywood flooded basement event**

- Owner called DPW water back up in basement
- City Basil Zaviski and Ed Hall observed 1-2 inch of in basement
- No Photos of basements were taken by City employees
- Sewer was snaked cable could not get past water main break area in front of home
- Sanitary line location on city sewer map was incorrect for 656 Hollywood sanitary line is located in middle of yard.
- DPW excavated water main break area found broken sanitary line approximately 12 inches below water main repair
- 5ft of PVC schedule 40 sanitary line was replaced.
- 656 Hollywood sanitary lined is repaired.

Thanks,

Frank Schulte  
Director of Public Services  
City of Grosse Pointe Woods  
1200 Parkway Dr  
Grosse Pointe Woods, MI 48236  
313 343-2460

**"It's not what you look at that matters, it's what you see." ~Henry David Thoreau**

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive  
Grosse Pointe Woods, Michigan 48236-2397

RECEIVED

FEB - 5 2019

CITY OF GROSSE POINTE WOODS

NOTICE OF CLAIM - BASEMENT FLOODING

In order to make a claim for damages or physical injury arising from a basement flooding, all claimants *must* provide the following information:

Name Lynne Walter Date 2.5.19  
Address 1656 Hollywood Telephone 517 862 9567

Address of affected property  
(if different from above)

Please briefly describe the claim

After fixing water main break outside my house, the basement was found to be flooded. DPW, Basil, came out to assess. Plumbing company came and snaked

Date of discovery of property damages or physical injuries 2.5.19

Please Return To:

City Clerk  
City of Grosse Pointe Woods  
20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236-2397

An individual that has been injured or has suffered property damage as a result of a basement flooding *must* provide written notice of the event within 45 days after the date the damage or injury was or, in exercise of reasonable diligence, should have been discovered. Failure to provide proper notice will bar a claim.

FOR OFFICE USE ONLY

Date received 2-5-19

Forwarded to City Attorney:

Date 2-6-19

Forwarded to Bob Bucko:

Date 2-6-19

Forwarded to Department Head:

Date 2-6-19

drain to find mold. DPW informed and came out to dig back up water main break spot. Found sewer pipes to be separated. DPW repaired pipe. Basement was fully finished with carpet, furniture, toys, washer & dryer that are ruined.

# DAMAGE REPORT

011  
\$1,761.61

ADDRESS: 656 Hollywood DATE: 2-5-19

PROBLEM: Sewer Repair

MATERIALS USED: 5 ft 6 inch PVC pipe  
5 yds Sand  
1 Rubber Fence Clay to PVC  
2 Tubs of hydraulic cement

EQUIPMENT USED: 15, 6, 10

## HOURS

<u>4</u> CC	<u>4</u> HRS R.T.	_____ OPII	_____ HRS R.T.	TOTAL HRS _____
_____ CC	_____ HRS O.T.	_____ OPII	_____ HRS O.T.	TOTAL HRS _____
_____ CC	_____ HRS D.T.	_____ OPII	_____ HRS D.T.	TOTAL HRS _____

## DAMAGE

SOD X APPR \_\_\_\_\_ STREET \_\_\_\_\_ CURB \_\_\_\_\_ SDWK \_\_\_\_\_  
 S.S. X TREE \_\_\_\_\_ SIGNS \_\_\_\_\_ DRIVEWAY \_\_\_\_\_ P/METER \_\_\_\_\_

OTHER ADDRESSES INVOLVED: \_\_\_\_\_

EMPLOYEES ON JOB: Ed Hall, Keith S, Basil 2, Tim W

SIGNATURE [Signature]



INSPECTION DATE: 2-5-19 TIME: 0800

ADDRESS: 656 HOLLYWOOD

NUMBER OF DOWN SPOUTS CONNECTED: 0

NUMBER OF DOWN SPOUTS DISCONNECTED: 5

AMOUNT OF WATER IN BASEMENT: 1-2" BY FLOOR DRAIN

WATER IN CLEANOUT: YES

TREES ON PROPERTY PRIVATE/CITY: 2 - SYCAMORE & GINKGO

SINK HOLES/OTHER VISIBLE PROBLEMS: W.M.B

HISTORY OF HOME: LIVED HERE 5 YEARS NEVER A PROBLEM UNTIL 3 DAYS AFTER W.M.B

UPSTREAM MANHOLE OK: YES ☒ NO ☐

IF NO EXPLAIN: N/A

DOWN STREAM MANHOLE OK: YES ☒ NO ☐

IF NO EXPLAIN: N/A

SIZE OF SEWER: 8' DEPTH OF SEWER: 8'

WAS RESIDENTIAL LINE TELEVISED: NO/ STILL HOLDING WATER

COMMENTS: RESIDENT THINKS W.M.B HAS DAMAGED HIS SEWER LEAD CAUSING FLOODING/PLUMBER SNAKED APPROX 50' OUT COULD NOT GET THROUGH

INSPECTOR'S SIGNATURE: [Signature]

OK  
\$4066.25

# DAMAGE REPORT

ADDRESS: 656 Hollywood DATE: 2-3-19

PROBLEM: WMB

MATERIALS USED: 1- 8x12 SLEEVE 10 YDS SAND

EQUIPMENT USED: S36, S310, GRASSVAN.

## HOURS

CC	HRS R.T.	OPII	HRS R.T.	TOTAL HRS
CC	HRS O.T.	OPII	HRS O.T.	TOTAL HRS
<u>2</u> CC	<u>11</u> HRS D.T.	<u>2</u> OPII	<u>7</u> HRS D.T.	TOTAL HRS

## DAMAGE

SOD	<input checked="" type="checkbox"/> APPR	STREET	CURB	SDWK
S.S.	<input checked="" type="checkbox"/> TREE	SIGNS	DRIVEWAY	P/METER

OTHER ADDRESSES INVOLVED: \_\_\_\_\_

EMPLOYEES ON JOB:

GI, MATT, GARY, CHRIS

SIGNATURE

GI/for

**Liz Smith**

---

**From:** OCARS\_Pro@MissDig.org  
**Sent:** Sunday, February 3, 2019 12:13 AM  
**To:** Miss Dig Tickets  
**Subject:** MissDig GPWCY 2019/02/03 #00001 B90330125-01A EMER RXMT LREQ  
  
**Importance:** High

GPWCY 00001 MISDIGa 02/03/19 00:12:36 B90330125-01A EMER RXMT GRID

\*\*\*\* Underground \*\*\*\*

Ticket : B90330125 Rcvd: 02/03/19 00:10 Oper: NJL Rev: 01A  
Org Tkt : B90330125 Rcvd: 02/02/19 21:06 Oper: NJL

Digstart: 02/03/19 Time: 00:10  
Tkt Life: 02/23/19 Time: 23:59 Positive response required: Y  
Resp Due: 02/03/19 Time: 03:12

Firm : GROSSE POINTE WOODS CITY Caller: MATT CROOK  
Phone : 313-343-2460 Ext: Fax :  
E-mail : none  
FieldCnt: MATT Number: 313-642-0906  
Cell/Txt: 313-642-0906

County : WAYNE Place : GROSSE PT WDS /C  
:

Grids : 4226B8252A 4226C8252A 4226B8253D 4226C8253D  
Polygon : 42.442432/-82.885258 42.441297/-82.880474  
: 42.441067/-82.885582 42.439932/-82.880798

Lat : Long:

Work Typ: REPR WMB

Done For:

Address : 656

Street : HOLLYWOOD AVE

1st x-st: Dir E of MORNINGSIDE DR

2nd x-st: Dir of

Subdivsn: Lots:

Stk Info: LOCATE FRT ESMT ON HOLLYWOOD CREW ON SITE

Boring : N On-going project: N Working In or Near R/R Easement: N

AddlInfo: UNMARKED FACILITY

: 2ND CALL REQUEST GAS ONLY PER MATT REFER TO TKT FRM 9:06PM CREW

: ON SITE--[NJL 02/03/2019 12:12 AM]

Members : AMETWR ATTD DE0016 GPWCYSWR GPWCYWTR GRPTSVELE

Members : GRPTSVSANI GRPTSVSTRM GRPTSVWTR MCGC23 NEXTEL WAYDPS





RECEIVED

MAR 18 2019

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT  
101-224-818.000  
03-18-2019

March 19, 2019

Invoice 031919

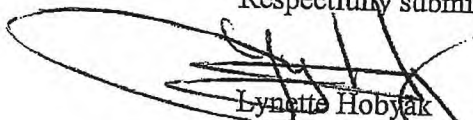
City of Grosse Pointe Woods  
Accounts Payable  
20025 Mack  
Grosse Pointe Woods, MI 48236

RE: April 2019 Services

**For contract assessing services rendered:**  
Contract Fee (\$69,434 ÷ 12)..... \$ 5,786.16

**TOTAL AMOUNT DUE .....** \$ 5,786.16

Respectfully submitted,

  
Lynette Hobyak  
Business Manager

38110 Executive Drive, Suite 100  
Westland, MI 48185

734-595-7727 Office  
734-595-7736 Fax

  
3/19/19

11F

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MAR 27 2019

DON R. BERSCHBACK  
ATTORNEY AND COUNSELOR AT LAW  
24053 JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080-1530

CITY OF GROSSE POINTE WOODS  
CLERK'S DEPARTMENT

(588) 777-0400  
FAX (588) 777-0430  
E-MAIL donberschback@yahoo.com

OF COUNSEL  
CHARLES T. BERSCHBACK

March 27, 2019

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

RE: March 2019 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
3.5.19	Review of Court files (.50)	0.50
3.6.19	Municipal Court (2.00); warrants (.25); meeting with GT (.25)	2.50
3.7.19	TC with attorney re: potential litigation (.25)	0.25
3.8.19	Work on CC agenda and Charter items (.75)	0.75
3.11.19	Work on COW agenda items and TCs and follow up (.25); attendance at COW meeting (2.50)	2.75
3.12.19	Follow up on COW matters (1.00)	1.00
3.14.19	Complete review of warrants for potential defendants and contact with Public Safety Detective (1.00)	1.00
3.15.19	Work on employee manual finalization (1.00)	1.00
3.18.19	Review of all emails, letters, faxes, and texts (1.00); follow up on employee Fox claim (.50)	1.50
3.19.19	TCs and follow up on insurance claims, proof of loss forms, emails and letter correspondence (1.00)	1.00
3.22.19	Work on COW matters (1.00); citizen complaint work (.50); PSO detective work (.25); FOIA (.25)	2.00
3.25.19	Insurance claim work (.50); TCs, emails, and letters re. City matters (.75); contacts with CC members on COW matters (.50); review of court files (.50); TCs with Mayor re. COW (.50); work on ICMA Advantage Care paperwork (.50); attendance at COW (1.75)	5.00
3.26.19	Follow up on COW items (1.00); TCs on Court matters (.50)	1.50
3.27.19	Attendance at Municipal Court (1.75); warrant review (.25); attention to COW items and meeting on Court procedures (1.00)	3.00

DRB = 23.75 hours x \$170.00

TOTAL: \$ 4,037.50

101-210-801.000 \$3,230.00  
101-210-801.100 \$807.50  
03-27-2019

Breakdown

General	19.00 hours
Municipal Court	4.75 hours
Bldg/Planning Comm.	0 hours

*C. Behrens*

**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

March 27, 2019

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

**RE: March Billing/ CTB Only**

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
2.27.19	TC FS on Vernier Road contract; email to LH, TC Gary Capps, review of compliance letters (.25); Municipal Court prep of witness list for trial, review of reports (.25)	0.50
2.28.19	TC DV victim, TC GT re: garage, emails and calls on other Municipal Court cases (.50); TC LH, review of contract, work on vendors license ordinance (.25); draft of letter to GPF re: Provencal (.25)	1.00
3.1.19	TCs LH, BS, GT, follow up on GPF letter, VDG letter, initial review of Council agenda (.50)	0.50
3.2.19	Review of contract for Public Safety re: Carfax (.25)	0.25
3.3.19	Work on LCC ordinance (1.00)	1.00
3.4.19	TCs Curis, GT re: fire damage (.25); Work on LCC ordinance (2.50)	2.75
3.5.19	Work on LCC ordinance (2.00); work on SBC file (1.50)	3.50
3.6.19	Work on LCC ordinance (1.50); TC BS (.25)	1.75
3.7.19	Municipal Court, review of motion in limine re: DV trial, research, draft of reply (.50)	0.50
3.8.19	Work on SBC questionnaire (2.00); research on fireworks law (1.00); Municipal Court research and finalized response to motion in limine (.50)	3.50
3.11.19	Prep for COW, continued work on LCC ordinance (1.25); finalized SBC questionnaire and cover letter; TC BS and FS re: Cross (.25); attendance at COW (2.00)	3.50
3.12.19	Follow up on SBC questionnaire and letter to homeowners (.50); TC GT, TCs LH on agenda items (.25); TC JK and Provost (.25); review of DOT Vernier Contract, TCs (.50)	1.50

3.13.19	Work on revisions to solicitor ordinance, meeting with LH (1.50); TC GT re: VDG (.25); work on fireworks ordinance and research (.50)	2.25
3.14.19	TCs re: Provencial (.25)	0.25
3.15.19	Review of computer contract addendum, TC BS (.25); review Municipal Court docket (.25); meeting with Sgt. Provost, continued work on fireworks ordinance (.50); work on VBD procedure memo and meeting with BS and GT (1.00); TCs and meeting with Det. Bur. on new criminal charge (.50)	2.50
3.16.19	Review of 1/2 of Honeywell contract, draft of summary (.75)	0.75
3.18.19	Review of agenda (.25); TCs BN, LH, GT (.50); research on claims issue (.25); Municipal Court Cases on docket (.25); attendance at Council meeting (.50)	1.75
3.19.19	TCs FS, BS on Cross payment (.25)	0.25
3.20.19	Attendance at Municipal Court and follow up (3.25); TCs BS, FS, CB, Sue Como; emails (.50);	3.75
3.21.19	Review of SBC petition for immediate consideration and email to LARA (.50); final review of golf course contract and email on insurance certificate (.25); continued review of Honeywell Agreement and memo (.50); initial review of Cross performance bond, TC FS (.25)	1.50
3.25.19	Calls and emails on MDOT resolution (.50)	0.50
3.26.19	TCs on docket, prep for bench trial (.25)	0.25
3.27.19	Municipal Court bench trial (1.00); conference call with BS, FS, SL re: Cross (.50); research and work on reply to Provencial brief filed with SBC (2.00)	3.50

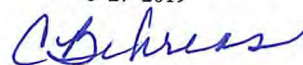
CTB = 37.50 hours at \$150.00 per hour  
Plus Costs: Federal Express (SBC x 2)  
**TOTAL DUE:**

\$5,625.00  
\$50.00  


---

**\$5,675.00**

101-210-801.000 \$5,625.00  
101-223-757.000 \$50.00  
3-27-2019



TC - Telephone  
BS - Bruce Smith  
PC - Planning Commission  
JK - Dir. John Kosanke  
DV - Domestic Violence

GT - Gene Tutag  
LH - Lisa Hathaway  
CB - Cathrene Behrens  
TT - Tax Tribunal  
VDG - Fontana Property Development  
SBC - Annexation petition

M/C - Mayor and Council  
Det. Bur. - Detective Bureau  
ED - Eric Dunlap  
FS - Frank Schulte

**Breakdown**

General	30.25 hours
Municipal Court	7.25 hours
Tax Tribunal	0 hours
P.C.	0 hours