

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**Regular City Council Meeting Agenda**  
**Monday, February 5, 2018**  
**7:00 p.m.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
  
6. MINUTES
  - A. Council 01/22/18, 01/24/18 w/correction
  - B. Committee-of-the-Whole 01/22/18
  - C. Historical Commission 12/14/17
  - D. Planning Commission 12/12/17
  - E. Senior Citizens Commission 11/21/17,  
w/recommendations:
    1. Appointment (Mayoral) – Jonathon O’Hara
      - a. Biographical Sketch
    2. Senior Holiday Social
  
7. PUBLIC HEARING
  - A. PY 2018 CDBG Estimated Budget
    1. Memo 01/30/18 – City Administrator
    2. City Council Excerpt 02/06/17
    3. Affidavits of Legal Publication 01/04/18
    4. CDBG 2018 Grant Year Application
    5. Proposed Resolution
  
8. COMMUNICATIONS
  - A. Applications for Permit to Solicit
    1. Stephen Lesley – Wide Open West
    3. Nicholas Stroup – Referral Guys
  
  - B. Housing – MAMC Free Education Day
    1. Memo 01/31/18 – City Clerk
    2. Information Sheet
  
9. BIDS/PROPOSALS/  
CONTRACTS
  - A. Purchase: Paper Yard Waste Bags
    1. Memo 01/22/18 – Director of Public Services
  
  - B. Agreement: Milk River Project Escrow Agreement
    1. Letter 01/24/18 – City Attorney
    2. Proposed Escrow Agreement
    3. Schedule A
    4. Schedule B

- C. Contract: Printing Services – Water Billing
  - 1. Memo 02/05/18 – Treasurer/Comptroller
  - 2. Proposed Production Agreement – IDS.com
  - 3. 2015 IDS.com Production Agreement
  - 4. Proposal – KCI 01/23/18
  - 5. Mail Industry Trade Customs
- 10. ORDINANCE
  - A. First Reading: An Ordinance to Amend Chapter 6 Animals, Division 2 License to Amend the Timing of License Renewal and to Clarify Expiration Dates
    - 1. Letter 01/31/18 – City Attorney
    - 2. Proposed Ordinance
- 11. CLAIMS/ACCOUNTS
  - A. City Engineers – Anderson, Eckstein and Westrick, Inc.
    - 1. Invoice No. 0116460 12/22/17
    - 2. Invoice No. 0116400 12/20/17
    - 3. Invoice No. 0116401 12/20/17
    - 4. Invoice No. 0116462 12/22/17
    - 5. Invoice No. 0116239 12/18/17
    - 6. Invoice No. 0116240 12/18/17
    - 7. Invoice No. 0116194 12/07/17
  - B. Auditor
    - 1. Plante Moran 1498895 12/21/17
  - C. City Attorneys
    - 1. Donald R. Berschback
    - 2. Charles T. Berschback
- 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.



COUNCIL  
01-22-18 - 7

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, JANUARY 22, 2018, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:01 p.m. by Mayor Novitke.

Roll Call: 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  
Building Inspector Tutag

Motion by Bryant, seconded by Shetler, 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.

The following Commission member was in attendance:

Mike Fuller, Planning Commission

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 January 8, 2018.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:04 P.M. FOR A PUBLIC HEARING TO HEAR THE APPLICATION OF GARY MAROWSKIE, 20651 MONTAGUE LANE, GROSSE POINTE WOODS, WHO IS REQUESTING A VARIANCE FOR A GENERATOR THAT IS INSTALLED IN HIS REAR YARD. THIS REQUEST IS NONCOMPLIANT WITH SECTION 8-463 OF THE CITY CODE WHICH REQUIRES PERMANENT GENERATORS TO BE PLACED BEHIND THE RESIDENCE AND AFFIXED ON A CONCRETE SLAB OR PRE-FABRICATED EQUIVALENT AT LEAST 15' FROM ANY PROPERTY LINE. THE GENERATOR IS PLACED BEHIND THE RESIDENCE WITHIN 5'6" FROM THE WEST OR REAR PROPERTY LINES. A VARIANCE IS THEREFORE REQUIRED.

Motion by Bryant, seconded by Shetler, that for purposes of the public hearing the following items be received and placed on file:

1. Generator Application 08/08/17
2. Letter 11/08/17 – Flame Furnace
3. Mechanical Permit
4. Electrical Permit
5. Diagram
6. Honeywell Pamphlet
7. Memo 01/08/18, w/attachments – Building Official
8. Memo 11/21/17 – Director of Public Services
9. Photos (2)
10. Affidavit of Property Owners Notified
11. Aerial Views (3)

Motion carried by the following vote:

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

No: None

Absent: Granger

The Building Official provided an overview regarding the requested variance as indicated in his memo dated January 8, 2018.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individual was heard:

Gary Marowske, President  
Flame Furnace  
254 Grosse Pointe Blvd.  
Grosse Pointe Farms, MI

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

Motion by Bryant, seconded by Shetler, that the public hearing be closed at 7:11 p.m.  
PASSED UNANIMOUSLY.

Motion by Koester, seconded by Shetler, regarding a Public Hearing for a variance requested by Gary Marowske, 20651 Montague Lane, who is requesting to install a permanent generator in the rear yard, to approve this variance permitting the Honeywell 16KW generator to remain in the rear yard of the property located at 20651 Montague Lane as presented, based on the following facts:

1. Upon review of the property, locating the generator in the rear yard behind the residence in compliance with the code would be impossible due to the location of existing doors and windows on the residence, and the limited rear yard of this development;
2. The proposed location has had no adverse impact on surrounding residences as the proposed generator has been in this location since September of 2017 without any complaints from anyone in the neighborhood;
3. Conditioned upon the landscaping be completed within 6 months or as soon as weather permits.

Motion carried by the following vote:

Yes: Bryant, Koester, McConaghy, Novitke, Shetler

No: McMullen

Absent: Granger

THE MEETING WAS THEREUPON OPENED AT 7:19 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1995, WHICH REQUIRES THE CITY OF GROSSE POINTE WOODS TO HOLD A PUBLIC HEARING FOR THE PURPOSE OF OBTAINING CITIZEN INPUT REGARDING THE **COMMUNITY DEVELOPMENT BLOCK GRANT ESTIMATED BUDGET** FOR PROGRAM YEAR 2018.

Motion by Bryant, seconded by McMullen, that for purposes of the public hearing, the following items be received and placed on file:

1. Memo 01/12/187 – City Administrator
2. Affidavit of Legal Publication

Motion carried by the following vote:

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

No: None

Absent: Granger

The Chair asked if anyone from the audience wished to speak in favor of the proposed budget. The City Administrator is in favor of the proposed budget.

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

Motion by Bryant, seconded by McConaghy, that the public hearing be closed at 7:22 p.m. PASSED UNANIMOUSLY.

Motion by Koester, seconded by Shetler, regarding the proposed Community Development Block Grant Estimated Budget for Program Year 2018, that the City Council set a second Public Hearing date for February 5, 2018, as follows:

2018 Proposed Estimated CDBG Budget

1.	Minor Home Repair	\$ 38,620.00
2.	Pointe Area Assisted Transportation Services	7,725.00
3.	Administration	<u>5,149.00</u>
	TOTAL	<u>\$ 51,494.00</u>

And, to explore joint administration of the CDBG program among the Grosse Pointes and Harper Woods communities.

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 – December 2017**, that the City Council refer said report to the Finance Committee.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **Labor Attorney**, that the City Council approve the following statement dated January 1, 2018:

1. Labor Attorney Keller Thoma Invoice No. 113409 - \$175.00.

Motion carried by the following vote:

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

COUNCIL  
01-22-18 - 12

Motion by Bryant, seconded by Shetler, to adjourn tonight's meeting at 7:24 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor

MINUTES OF THE SPECIAL CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY, JANUARY 24, 2018, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 5:30 p.m. by Mayor Novitke.

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

Also Present: City Administrator Smith  
Treasurer/Comptroller Behrens  
City Clerk Hathaway  
Director of Public Services Schulte

Motion by McMullen, seconded by Shetler, to excuse Council Members Granger and Koester from tonight's meeting.

Motion carried by the following vote:

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

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

Motion by McConaghy, seconded by Shetler, regarding **Emergency Roof Replacement**, that the City Council concur with the Committee-of-the-Whole at their meeting held

January 22, 2018, and approve a total amount not to exceed \$29,405.00 for the following contracts:

1. J & J Roofing for emergency Activities Building Roof repairs in the amount of \$16,355.00, and contingency in the amount of \$3,000.00, and
2. K & S Ventures for emergency ventilation repairs, for a total amount not \$10,050.00;

And to approve a budget amendment and transfer from Account No. 101-000-699.000, transfer from prior year reserve fund balance, into Account No. 420-902-977.103 Capital Improvement-Public Works in the amount of \$29,405.00.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **Capital Improvement Projects – Bids for Parking Lots**, that the City Council concur with the Committee-of-the-Whole at their meeting held January 22, 2018, and authorize the City Engineer to move forward with obtaining bids for paving the parking lots.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **Capital Improvement Projects – Bids for Bath House Boiler Replacement**, that the City Council concur with the Committee-of-the-Whole at their meeting held January 22, 2018, and authorize the City Engineer to move forward with obtaining bids for the boiler replacement.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **Capital Improvement Projects – City Hall Heating/Cooling Study**, that the City Council concur with the Committee-of-the-Whole at their meeting held January 22, 2018, and approve fees in an amount not to exceed \$10,000.00 for Anderson, Eckstein and Westrick, Inc. and DiClemente Siegel Design Inc. to conduct a study of the existing heating, cooling, and ventilation system at City Hall, and to approve a budget amendment and transfer from Fund Balance Account No. ~~101-000-395.000~~ 101-000-699.000 into Capital Improvements Public Works Account No. 420-902-977.103 in the amount of \$10,000.00.

Proposed correction per CB. lkh
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Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **Municipal Radio System Invoice**, that the City Council concur with the Committee-of-the-Whole at their meeting held January 22, 2018, and approve payment of the Grosse Pointe Woods portion for radio maintenance in a total amount not to exceed \$40,468.38, funds to be taken as follows:

- Public Safety Radio Maintenance Account No. 101-305-851.000 - \$26,709.13;
- Public Works Radio Maintenance Account No. 101-441-851.000 - \$12,140.51;
- Parks & Recreation Contractual Services Account No. 101-774-818.110 - \$1,618.74.

Motion carried by the following vote:

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

Motion by Shetler, seconded by McConaghy, to adjourn tonight's meeting at 5:35 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
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, JANUARY 22, 2018, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke  
Council Members Bryant, Koester, McConaghy, McMullen, Shetler  
ABSENT: Granger  
ALSO PRESENT: City Administrator Smith  
City Attorney Don Berschback  
City Clerk Hathaway  
Director of Public Services Schulte  
City Engineer Lockwood

Mayor Novitke called the meeting to order at 7:32 p.m.

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

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

Motion carried by the following vote:

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

The first item discussed was regarding **emergency roof replacement – activities building**. The City Administrator stated that this item was proposed to be included in the bond project however the activities roof has started leaking, is causing damage, and should be replaced immediately. Bids were obtained in May 2017 and the contractors have agreed to perform for the prices bid.

The Director of Public Services stated ventilation in the racquetball and basketball courts have been overheating, and wind and water has done damage to the racquetball court.

The Mayor asked whether funds would be refunded from bond proceeds, and the City Engineer stated yes. The City Engineer stated that roof bids will go out in March. The Mayor asked if there are any engineering fees for roof replacement, and the City Engineer stated \$35,000; mechanical has subsequently been added. The costs of this

project include \$16,355 plus \$3,000 in contingency plus mechanical in the amount of \$10,050, with a total amount not to exceed \$29,405.00. Parking lots and other roofs will have a design package. The City Administrator and Director of Public Services recommend moving ahead with this project. The City Engineer stated the cost for engineering will be a few thousand dollars for the Activities Building. J & J Roofing will be performing work on the roof and K & S Ventures Inc. will be performing work on the ventilation systems. The City Administrator and Director of Public Services requested approval as soon as possible allowing them to move forward with construction as soon as possible.

There was a consensus of the Committee to schedule a Special City Council Meeting for Wednesday, January 24, 2018, at 5:30 p.m.

Motion by McConaghy, seconded by Shetler, regarding emergency roof replacement at Lake Front Park Activities Building, that the Committee-of-the-Whole recommend that City Council approve a contract with J & J Roofing and K & S Ventures for emergency roof and ventilation repairs in a total amount not to exceed \$29,405.00.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler to immediately certify the previous motion.

Motion carried by the following vote:

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

Next the Committee discussed **capital improvement projects** including parking lots, bath house boiler replacement, and additional services to perform a study on City Hall's heating and cooling/ventilation system. The Mayor asked the City Engineer for an estimated number of engineering hours, and he stated roughly 200 hours including everybody. Costing for design of parking lots and bid package is about 7%, and construction engineering at approximately 10-12%. Their fee is based on construction cost, and is not 20% across the board.

Discussion then ensued regarding the **capital improvements: parking lots**. The City Administrator was asked to check with Bill Brickey, Plante Moran, with respect to allowable use of parking meter funds, and to look at metering the lots. There was a consensus of the Committee that administration move forward with obtaining bids.

Motion by Bryant, seconded by Shetler, regarding parking lots, that the Committee-of-the-Whole recommend to the City Council to authorize the City Engineer to move forward with obtaining bids for paving the parking lots.

Motion carried by the following vote:

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

Motion by Shetler, seconded by McConaghy, that the previous motion be immediately certified.

Motion carried by the following vote:

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

Next, **Capital Improvements: Lake Front Park Bath House Boiler Replacement** was discussed. The City Engineer suggested budgeting \$10,000.00 for engineering design. The Director of Public Services stated that the boiler is circa 1975 and needs to be replaced. The City Administrator concurred.

Motion by Bryant, seconded by Shetler, regarding Lake Front Park Bath House Boiler Replacement, that the Committee-of-the-Whole recommend to the City Council to authorize the City Engineer to move forward with obtaining bids for the boiler replacement.

Motion carried by the following vote:

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

The Committee discussed the request for **capital improvements: authorization for additional services** that would authorize the City Engineer to perform a study of City Hall existing heating, cooling, and ventilation system. There was a consensus of the Committee to move forward with the study.

Motion by Bryant, seconded by McConaghy, regarding authorization for additional services for Capital Improvement roofs, that the Committee-of-the-Whole recommend to the City Council to approve fees in an amount not to exceed \$10,000.00 for Anderson, Eckstein and Westrick, Inc. and DiClemente Siegel Design Inc. to conduct a study of the existing heating, cooling, and ventilation system at City Hall.

Motion carried by the following vote:

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

Discussion then ensued regarding **animal licensing**. The City Clerk recommended the City utilize a turn-key animal licensing service company, PetData, to perform the City's

animal licensing. She also discussed the need to amend the expiration date of the license as it conflicts with pet owners ability to obtain rabies vaccinations to satisfy ordinance requirements, license animals for one, two, or three years, and establish a fee structure for spayed/neutered and unaltered animals. Following discussion, there was a consensus of the committee to continue licensing animals in-house. The City Administrator was asked to look at moving the responsibility to the Community Center. There was a consensus of the Committee that the fee needed to be increased to \$8.00 from \$5.00.

The City Clerk then discussed the **Deputy City Clerk vacancy**. She requested to set the salary range at \$53,000 - \$57,000. She stated there is currently a demand for candidates to fill like positions in at least three communities. The City Clerk then presented comparables from like communities. The Committee concurred with her recommendation and there was a consensus of the Committee to set the salary range at \$53000 - \$57,000.

Hearing no objections, the following item was discussed under New Business:

- Municipal Radio System Fund Billing July 1 – December 31, 2017. This item to be added to the agenda for the Special City Council Meeting on Wednesday, January 24, 2018.

Motion by Bryant, seconded by McConaghy, regarding City of Grosse Pointe Farms Invoice #3147 for the municipal radio system, that the Committee-of-the-Whole recommend that City Council approve the Grosse Pointe Woods portion for radio maintenance in a total amount not to exceed \$40,468.38.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, that the previous motion be immediately certified.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, that the meeting of the Committee-of-the-Whole be adjourned at 8:49 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor

RECEIVED

DEC 21 2017

City of Grosse Pointe Woods Historical Commission Minutes  
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236  
Conference Room at City Hall  
December 14, 2017

CITY OF GROSSE PTE. WOODS

approved by  
commission  
1-11-18

**1. Call to Order**

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:30 p.m. by Chairperson Lynne Millies.

**2. Roll Call**

**Present:** Mary Kaye Ferry, Del Harkenrider, Shirley Hartert, Suzanne Kent, Lynne Millies, Sean Murphy, John Parthum, Becky Veitengruber, Giles Wilborn

**Excused:** Frank Romano

**Vacancy:** 1

**Also Present:** Council Representative George McMullen, Jr., Council Member Mike Koester, GPS resident Mason Ferry

**3. Approval of Agenda**

**Motion** by Hartert, seconded by Harkenrider, to approve the agenda for December 14th, 2017.  
Ayes: all. Motion carried.

**4. Approval of Minutes**

**Motion** by Ferry, seconded by Murphy, to approve the November 9th, 2017 minutes as presented. Ayes: all. Motion carried.

**5. Items**

**A. Report of Treasurer:**

1. Parthum shared the Revenue and Expense Report as of 11/30/2017 for Cook Schoolhouse and for the commission.
2. Parthum reported that the balance for the historical commission is \$2,316.45 and the balance for the Cook Schoolhouse is \$4,994.11.

**B. Cook Schoolhouse:**

Parthum noted that repairs to the schoolhouse appear to be complete at this time.

**C. Commission Files:**

1. **File Cabinet:** Parthum has worked on files often in the past month. Ferry has assisted.
2. **Research:** some members will be working on the files in the near future.

## **6. Old Business**

***Member Resignation:*** Phil Whitman has formally resigned from the commission.

## **7. New Business**

**A. *Member Resignation:*** John Parthum will not be renewing his term, which expires December 31, 2017.

**B. *Membership:*** As of January 1<sup>st</sup>, 2018, there will be 2 vacancies on the commission. Discussion ensued regarding attracting persons interested in joining the commission.

**C. *Annual Report for 2017:*** this report highlights and summarizes the important commission events. Hartert will compile this report and present it to the commission at the January meeting.

**D. *Election of Officers January 2018:*** nominating and voting will take place at the end of our January meeting.

## **8. Public and Commissioner Comments**

**A. *Public:*** Mason Ferry, board member of Grosse Pointe Historical Society, shared with the commission that new things will be coming soon from the GP Historical Society.

**B.** Council member Mike Koester thanked the commission for working with him this past year.

**C.** Council Representative George McMullen Jr. thanked Parthum for his service to the commission.

## **9. Adjournment**

The meeting adjourned at 8:30 p.m. by chairperson Millies.

Respectfully submitted:

Becky Veitengruber, Secretary

***The next meeting of the Grosse Pointe Woods Historical Commission will take place on  
January 11th, 2018 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza  
Drive, Grosse Pointe Woods, MI 48236***



PLANNING COMMISSION  
12-12-17 - 25

MINUTES OF THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, DECEMBER 12, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:34 p.m. by Chair Fuller.

Approved as corrected per  
Commission 01/23/18 lkh

Roll Call: Chair Fuller  
Planning Commissioners: Profeta, Reiter, Vaughn, Vitale

Absent: Gilezan, Hamborsky, Rozycki, Stapleton

Also Present: Building Official Tutag  
Deputy City Clerk Gerhart

The Planning Commission, Administration and the audience Pledged Allegiance to the Flag.

Motion by Profeta, seconded by Vaughn, that Commission Members Gilezan, Hamborsky, Rozycki, and Stapleton be excused from tonight's meeting.

MOTION CARRIED by the following vote:

YES: Fuller, Gilezan, Profeta, Reiter, Rozycki, Vaughn, Vitale

NO: None

ABSENT: Gilezan, Hamborsky, Rozycki, Stapleton

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

MOTION CARRIED by the following vote:

YES: Fuller, Gilezan, Profeta, Reiter, Rozycki, Vaughn, Vitale

NO: None

ABSENT: Gilezan, Hamborsky, Rozycki, Stapleton

The Chair recognized Council Member Granger who was in attendance at tonight's meeting.

Motion by Vaughn, seconded by Reiter, regarding **Approval of Minutes**, that the Planning Commission minutes dated September 26, 2017, be approved as submitted.

MOTION CARRIED by the following vote:

YES: Fuller, Gilezan, Profeta, Reiter, Rozycki, Vaughn, Vitale

NO: None

ABSENT: Gilezan, Hamborsky, Rozycki, Stapleton

The next item on the agenda was **Planning Commission Attendance for 2018 City Council Meetings**. Chair Fuller stated that this item is for informational purposes only.

The next item on the agenda was the **Building Official's Monthly Report – September, October & November 2017**. Mr. Tutag reported the following:

- University Liggett has started construction of the new field house and all of the footings are poured;
- Solar panels have been requested more frequently lately;
- Applications for generators are also up;
- Lot of construction permits have been issued and a demolition permit has been issued for Sunningdale;
- The Hunt Club installed a new fence along Cook Road, and have plans to remove the tennis courts and swimming pool to make room for additional paddocks;
- He had a conversation with Mike Fontana as a proposed sale of their properties fell through;
- Legacy Oaks is still under construction, they have restorted the foyer to the original colors, they are targeting June of 2018 for occupancy of phase I;
- Carribou Coffee is still empty;
- The Radio Shack property is slated to become an Art Van Pure Sleep CenterScience;
- The Better Health is planning to move, no plans have been submitted for a new tenant;
- The Glow Nail Salon is waiting to receive the exterior material;

Regarding the **Council Reports**:

- Council member Granger reported the Council has spent time on the financial audit, while the City currently has a healthy y fund balance, a structural deficit does still exist;
- Park\_passes will now require photos;
- A trash contract has been signed with Green for Life and new trash pickups will be in effect;
- The City has engaged the services of McKenna Associates to draft an ordinance regarding permitted land uses;

Chair Fuller will attend the Council Meetings in January.

Under **New Business**, the following **Subcommittee Report** was provided:

**2020 Plan** – Chair Fuller and members Hamborsky, Vitale, Fuller, and Gilezan reported

**Branding** – Commission Members Hamborsky and Profeta had nothing to report.

**Crosswalk/Pocket Park** – Chair Fuller and Members Vaughn and Vitale had nothing to report.

**Streetscape** – Commission Members Hamborsky and Roczycki had nothing to report.

| Motion by -Vaughn, seconded by Profeta, that the Planning Commission Meeting adjourn at 8:19 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Steve Gerhart  
Deputy City Clerk

RECEIVED

JAN 11 2018

Senior Citizens' Commission

November 21, 2017

CITY OF GROSSE PTE. WOODS

**MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, NOVEMBER 21, 2017 IN THE ACTIVITIES ROOM AT SUNRISE OF GROSSE POINTE WOODS, 21260 MACK AVENUE, GROSSE POINTE WOODS, MI 48236**

6E  
approved by Comm's on 1-11-

**CALL TO ORDER:** Mark Strek, Chairperson called the meeting to order at 7:06pm

**ROLL CALL:**

Commission Members: Beeby, Motschall, Wehrmann, Witt, Isett

Absent: Uhlig-Johnstone, Thorton, McConaghy

Guests: Jon O'Hara-Pro prospective Candidate for Senior Citizens' Commission

**APPROVAL OF MINUTES:**

**Motion by Isett, seconded by Wehrmann, to approve the minutes for the Senior Citizens' Commission meeting held on September 9, 2017. Said motion passed unanimously.**

**CHAIRPERSON REPORT:**

Strek received biographical sketches from 2 perspective candidates:

- Jon O'Hara from A.H. Peters Funeral Home. O'Hara introduced himself and presented his background information to Commission members.

➔ **Motion by Isett, seconded by Witt, that the biographical sketch for Jon O'Hara be submitted to City Council for approval by the Mayor. Said motion passed unanimously.**

- Joseph Fikany Jr. Candidate not present but Strek will invite him to attend the January 2018 meeting to discuss his biographical sketch.

Strek asked for comments from the Senior Expo. The event was well attended, but noted that there needs to be better representation from the Senior Citizen's Commission through staffing at available table and the availability of material/brochures on this Commission.

**COUNCIL REPRESENTATIVE REPORT:**

No report

**COMMUNITY REPRESENTATIVE REPORT:**

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

- Lunch & A Movie: The following movies will be shown "Meagan Leavey" in January, "Maudie" in February, and "Victoria & Abdul" in March. The last few movies have been sold out.

- Monthly Senior Trips: In November took 22 to Somerset Mall for holiday shopping. In January going to Motor City Casino, February to the Detroit Opera House for Romeo & Juliet Ballet, and March to DSO for Broadway Blockbusters with lunch at Community Center to follow.
- Crafty Afternoon: Crystal & Pearl Necklaces (to match the bracelets made last January) in January 2018, Beaded Wind Chimes in February and Embellished Easter Eggs in March.
- Monday Senior Cards usually has around 50-60 people every week.
- Senior Holiday Social scheduled on December 1, 2017 is sold out with 118 tickets sold.

#### **TREASURER'S REPORT:**

Wehrmann reported the Carry-Forward budget increased by \$14.00 due to the Senior Picnic revenues, which the balance as of October 31, 2017 is \$6,391.47. The Council Approved General Fund decreased by \$947.09 due to Senior Picnic and Senior Expo expenses, which the balance as of October 31, 2017 is \$2452.91. Carry Forward Revenues (July 1, 2017-October 31, 2017) from Senior Picnic is \$280.00. General Fund Expenses Detail (July 1-October 31, 2017) are: Senior Picnic \$882.09, Senior Expo \$165.00 with total expenses of \$1,047.09.

#### **SOC REPORT:**

No report

#### **NEW BUSINESS:**

Senior Holiday Social: still need to secure Kroger gift cards and desserts.

➔ **Motioned by Wehrmann, seconded by Witt, to immediately certify that the Senior Citizens' Commission hereby request City Council to approve to spend up to \$400.00 for expenses related to Kroger gift cards and desserts for Senior Holiday Social held on Friday, December 1, 2017. Said motion passed unanimously.**

Discussion was held to consider moving the Senior Holiday Social from City Hall to Assumption Cultural Center in order to accommodate more residents.

Strek indicated that three current Senior Citizen's Commission representatives need to be re-appointed: Wehrmann, Beeby, and Uhlig-Johnstone.

Strek provided a biographical sketch for Jon O'Hara from A.H. Peters Funeral Home. O'Hara discussed his interest in joining the Commission.

**Motion by Isett, seconded by Witt, that the biographical sketch for Jon O'Hara be submitted to City Council for approval by the Mayor. Said motion passed unanimously.**

### **OLD BUSINESS**

Strek stated there are still 4 vacancies on the Senior Citizens' Commission. Two possible candidates were discussed and will be contacted about any interest in joining the Commission.

Strek asked if the Brochure Sub-Committee had anything to report, with nothing yet to report on. Clarification of Brochure Sub-Committee members was made, with Isett taking the lead.

Strek will order name tags for the members of Senior Citizens' Commission.

### **ADJOURNMENT:**

**Motion made by Witt, seconded by Motschall, that the meeting adjourn at 7:335pm. Said motion passed unanimously.**

Respectfully submitted,  
Sharon Beeby



# CITY OF GROSSE POINTE WOODS

20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RECEIVED

OCT 26 2017

CITY OF GROSSE POINTE WOODS

## BIOGRAPHICAL SKETCH

cc: Mayor  
Commission  
File

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

<input 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 checked="" type="checkbox"/> Senior Citizens' Commission	

NAME: Jonathon G. O'Hara

ADDRESS: 20705 Mack Avenue, Grosse Pointe Woods, MI 48236

TELEPHONE: Home: 586-709-4251

Office: 313-884-5500

E-Mail: j.ohara@ahpeters.com

OCCUPATION: Director of Advance Planning/Licensed Funeral Director

(A.H. Peters)

# OF YEARS RESIDENT OF GROSSE POINTE WOODS: Grosse Pointe Funeral Home- 1954

### PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

18+ years of helping our aging community preplan/plan funeral/memorial/life celebration service and events.

EDUCATION: BA - Albion College, AAS- Mortuary Science - Ivy Tech College

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: National Funeral Directors Association,

Michigan Funeral Directors Association, Order of the Golden Rule, Marth T. Berry Found  
(awaiting appointment)

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: Promoting healthy, productive dialogue surrounding issues that are important to the seniors in our community. Provide helpful insight on issues surrounding death.

Signature of sponsor

Signature of applicant

Date:

10/26/17

Return to Clerk's Office

NOTE: Biographical sketches will be retained on file for form after that time.



Trusted care. Personal touch.  
Trust earned by generations of care.

ahpeters.com

Jonathon G. O'Hara  
Director of Advance Planning  
Licensed Funeral Director  
Cell: 586-709-4251  
j.ohara@ahpeters.com

Grosse Pointe Woods 32000 Schoenherr  
20705 Mack Avenue Warren, MI 48081  
Grosse Pointe Woods, MI 48236 586-293-8030  
313-884-5500



## CITY OF GROSSE POINTE WOODS MEMORANDUM

7A

**DATE:** January 30, 2018  
**TO:** Mayor and City Council  
**FROM:** Bruce J. Smith, City Administrator *BJS*  
**SUBJECT:** Public Hearing #2 for the 2018 CDBG Estimated Budget and Grant Application

*RECEIVED  
JAN 31 2018  
CITY OF GROSSE PTE. WOODS*

The Department of Housing and Urban Development (HUD) and the Wayne County Community Development Block Grant Division requires the City to hold two Public Hearings for the proposed 2018 CDBG Estimated Budget (first Public Hearing was held on January 22, 2018). In addition, the Grosse Pointe communities and Harper Woods are exploring a joint administration for CDBG. The purpose of both Public Hearings is to obtain citizen input on the 2018 CDBG Estimated Budget.

The purpose of this Public Hearing is to obtain citizen input and for City Council to approve the 2018 Proposed Estimated CDBG Budget, authorize the Grosse Pointe communities and Harper Woods to explore a joint administration for CDBG, and pass the Resolution (attached) and authorize the City Administrator to sign the 2018 Application (attached).

This year, Wayne County has advised the City that an estimated \$51,494.00 has been allocated for the PY 2018 CDBG Estimated Budget.

### 2018 Proposed Estimated CDBG Budget

1. Pointe Area Assisted Transportation Service	\$ 7,725.00
2. Minor Home Repair/Housing Rehab	\$ 38,620.00
3. Administration	\$ 5,149.00
<b>Total</b>	<b>\$ <u>51,494.00</u></b>

Prerogative of the City Council to receive public comment on the estimated PY 2018 CDBG Proposed Estimated Budget and to approve the 2018 Proposed Estimated CDBG Budget, and authorize the Grosse Pointe communities and Harper Woods to explore a joint administration for CDBG, and pass the Resolution, and authorize the City Administrator to sign the 2018 Application.

Attachments

City of **Grosse Pointe Woods**, Michigan

**PUBLIC HEARING NOTICES**  
**COMMUNITY DEVELOPMENT BLOCK GRANT PY 2018**

A Public Hearing will be held at the rescheduled City Council meeting on Monday, January 22, 2018 at 7:00 p.m., in the Council Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, Michigan, to hear comments regarding the Program Year 2018 Community Development Block Grant (CDBG) Proposed Estimated Budget shown below.

A second Public Hearing will be held at the City Council meeting on Monday, February 5, 2018 at 7:00 p.m., in the Council Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, Michigan, to hear comments and approve the Program Year 2018 Community Development Block Grant (CDBG) Proposed Estimated Budget and Application. All interested parties are invited to attend. The Proposed Estimated Budget is shown below.

The Grosse Pointe communities and Harper Woods are exploring a joint administration for CDBG.

Agenda documents are available for inspection at the City Clerk's Office, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m. Monday through Friday. All interested persons are invited to attend both Public Hearings and will be given opportunity for public comment. The public may appear in person or be represented by counsel. Written comments will be received in the City Clerk's office, up to the close of business preceding each Hearing. A group spokesperson is encouraged on agenda items concerning organized groups. Individuals with disabilities requiring auxiliary aids or services at the meetings should contact the Grosse Pointe Woods Clerk's office at (313)343.2440 seven days prior to the meetings.

**2018 Proposed Estimated CDBG Budget**

1. Pointe Area Assisted Transportation Service .....	\$7,725.00
2. Minor Home Repair/Housing Rehab .....	\$38,620.00
3. Administration .....	\$5,149.00
<b>Total</b>	<b>\$51,494.00</b>

**Bruce Smith**  
City Administrator

**Wayne County Health, Veteran & Community Wellness  
Community Development Block Grant (CDBG) Program  
2018 Grant Year Application**

Submit Electronically to: [voucher@waynecounty.com](mailto:voucher@waynecounty.com)

**Due Date: February 16, 2018 at 4:00PM**

*Please complete the application in full. Use "0" or "N/A" instead of leaving a space blank. For additional assistance, please contact the Wayne County Community Wellness (CDBG) office at (313) 224-6418*

**Community Name:** City of Grosse Pointe Woods      **Contact Person:** Bruce Smith or Sue Como

**TAX ID No.:** 38-6007179

**DUNS No.:** 076328970

**Contact Number:** 313.343.2445

**FUNDING**

Estimated 2018 CDBG Allocation	\$51,494.00
Estimated 2018 CDBG Program Income	\$0
Total Estimated 2018 Funding	\$51,494.00

**ACTIVITIES**

*The Wayne County CDBG Program allows up to **three (3)** activities in addition to Planning and Administration. Wayne County will not approve more than three (3) Public Service, Economic Development or Infrastructure Improvement projects. Total public service activities may not exceed fifteen percent (15%) of the CDBG Allocation and total Planning/Administration may not exceed ten percent (10%) of the CDBG Allocation.*

		Contract Amount	Wayne County to Retain for Administration of the program	Estimated PI Costs	Total CDBG Costs
1	Pointe Area Assisted Transportation Service	\$ 7,725.00			\$ 7,725.00
2	Minor Home Repair/Housing Rehab	\$38,620.00			\$38,620.00
3	Administration*	\$ 5,149.00			\$ 5,149.00
4	Planning*	0	0	0	0
	<b>Total Estimated 2018 Costs</b>	51,494.00			\$51,494.00

**\*Combined total of Administration and Planning cannot exceed 10% of your total allocation**

If additional funds are granted, please identify which activity that funds should be awarded to:  
Senior Services to include Pointe Area Assisted Services (PAATS) and Services for Older Citizens (SOC).

**PROGRAM INCOME**

*Program Income includes but is not limited to the following: CDBG loan repayments, proceeds from a CDBG-assisted property or equipment sale, and gross income from the use of property improved or built with CDBG less costs incidental to the generation of the income.*

*Revolving Funds may be established to carry out specific activities that, in turn, generate payments to carry out the same activities. Revolving funds must be maintained in an interest-*

Grantee Name: City of Grosse Pointe Woods      2018 CDBG Grant Year

bearing account and the earned interest remitted to HUD soon after the end of the CDBG grant year on June 30.

All program income must be expended first, unless identified for a specific project that has been approved by Wayne County.

If you are electing to have Wayne County retain Demolition or Housing Rehabilitation funds to facilitate within your participating area, Wayne County will be responsible for all program income and deed recordation.

How will program income be treated if it is received (anticipated or not – select one)?

☒ Returned to Wayne County

☐ Retained in Revolving Fund(s) - specify the CDBG activity/activities:

---

☐ Retained in a separate interest-bearing account to pay the next incurred CDBG cost.

## **PUBLIC PARTICIPATION CHECKLIST**

The U.S. Department of Housing and Urban Development (HUD) requires that the public is given opportunities to participate in planning activities to be funded by CDBG. Please include documentation of the following.

☒ Notice of Public Hearing # 1 Date of Notice: 1/4/18  
*The Notice must be published 10 days prior to the public hearing. Attach a copy of Public Notice or Affidavit of Publication.*

☒ Notice of Public Hearing # 2 Date of Notice: 1/4/18  
*The Notice must be published 10 days prior to the public hearing. Attach a copy of Public Notice or Affidavit of Publication.*

☒ Proposed Statement Notice Date of Notice: 1/4/18  
*The Proposed Statement must identify all the proposed funding and activity information including dollar amounts. Attach a copy.*

☒ Public Hearing Date of Hearings: 1/22/18 and 2/5/18  
*Attach a copy of the public hearing minutes and a summary of the comments received and responses given.*

☐ Final Statement Notice Date of Notice:  
*The Final Statement Notice must identify all the funding and activity information including dollar amounts reported earlier in this application. Attach a copy of the notice and a summary of the comments received and responses given.*

Was the Final Statement Notice published after the activities were given final approval by your council or board? ☐ Yes ☒ No TO BE DONE UPON APPROVAL

## SIGNATURE PAGE

---

Authorized Signature

Bruce J. Smith

Print Name

---

Date

City Administrator

Print Title

## # 1 ACTIVITY

**Project Name:** Pointe Area Assisted Transportation Services (PAATS)

**Matrix Code** (Please see Matrix Chart handout): 05E

**CDBG Allocation Amount:** \$7,725.00

**Estimated CDBG Program Income (Revolving Funds):** 0

**Other Funds:** \$0      **Identify:** N/A

**Total Activity Budget:** \$7,725.00

*As a reminder, CDBG is not eligible for maintenance of public facilities. The purchase of equipment, fixtures, motor vehicles, furnishings, or other property that is not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase such items when necessary for use in the administration of activities assisted with CDBG funds or when such items constitute all or part of a public service.*

**Activity Description and Outcome Statement** (please give accurate proposed description of project and quantify the proposed outcome)

PAATS provides necessary transportation to the elderly and disabled residents for medical, nutritional, social, shopping, and recreational purposes.

Approximately 1,130 Grosse Pointe Woods residents (approximately 6,000 over 5 years, accounting for population growth) elderly and disabled residents will be provided with a suitable living environment by affordable transportation being available for medical, nutritional, social, shopping and recreational purposes over the next 5 years.

### National Objective:

Specify one objective. Be sure to use the same objective in the Accomplishment Report for each activity. **Please attach the Low to Moderate Income Map for your community.**

\_\_\_\_ LMA (Low and Moderate Income Area) Benefit

Examples: Parks, Neighborhood Centers, and General Public Improvements

The target area must consist of block groups that are 51% Low/Mod Income.

Census Tract(s)	Block Group(s)	Low/Mod %
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☒ LMC (Low and Moderate Income Limited Clientele) Benefit

Examples: Public Services, Removal of Architectural Barriers for the Disabled

Specify **only one** primary group of persons to benefit.

\_\_\_\_ Severely Disabled Adults

\_\_\_\_ Homeless

\_\_\_\_ Illiterate Adults

\_\_\_\_ Battered Spouses

\_\_\_\_ Abused Children

☒ Elderly

\_\_\_\_ Migrant Farm Workers

\_\_\_\_ Persons Living with AIDS

\_\_\_\_ Persons with Documented Low/Mod Income

\_\_\_\_ LMH (Low and Moderate Income Housing) Benefit

Examples: Housing Rehabilitation, Homebuyer Assistance

\_\_\_\_ SBA (Slum and Blight Area) Benefit

*Attach a board or council resolution approving a slum and blight designation.*

Grantee Name: City of Grosse Pointe Woods

2018 CDBG Grant Year

- Percentage of Deteriorated Buildings in the Area \_\_\_\_\_ %
- \_\_\_\_\_ SBS (Slum and Blight Spot) Benefit
- \_\_\_\_\_ LMJ (Low and Moderate Income Job) Benefit
- Activities designed to create or retain permanent jobs of which at least 51% involve employment of low/mod persons
- \_\_\_\_\_ Other \_\_\_\_\_

### Location and Target Area:

Attach a street map identifying the location and target area.

List the location address or cross streets of the activity. For a public service activity, list the office address. If project is community-wide, specify the qualifying census tracts and block groups with LMI percentages above.

Please identify the target area with cross streets: PAATS office is located at 158 Ridge Road, Grosse Pointe Farms, MI 48236 and services Grosse Pointe Woods, Grosse Pointe Farms, Grosse Pointe City, Grosse Pointe Park, Grosse Pointe Shores, and Harper Woods.

**Eligible Activity:** Check the one that primarily describes the activity.

- |  |                                |
|--|--------------------------------|
| _____ Acquisition                        | _____ Disposition              |
| _____ Public Facilities and Improvements | _____ Clearance Activities     |
| <u>X</u> _____ Public Services           | _____ Interim Assistance       |
| _____ Relocation                         | _____ Housing Services         |
| _____ Privately Owned Utilities          | _____ Homeownership Assistance |
| _____ Housing Rehabilitation             | _____ Code Enforcement         |
| _____ Historic Preservation              | _____ Fair Housing             |
| _____ Section 108 Loan Repayments        | _____ Other _____              |

### Performance Measures

Grantees must consider how HUD's performance measures system may impact their administrative practices and implement any changes needed to collect and report the data. As part of HUD's system, please create an Outcome Statement as follows:

**Objectives:** Please select the one that most describes the purpose.

- X \_\_\_\_\_ Enhance Suitable Living Environment Through New/Improved Accessibility: Activities designed to benefit communities, families, or individuals by addressing issues in their living environment.
- \_\_\_\_\_ Create Decent Housing with New/Improved Availability: Housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort (such as would be captured under Suitable Living Environment).
- \_\_\_\_\_ Promote Economic Opportunity Through New/Improved Sustainability: Activities related to economic development, commercial revitalization, or job creation.

**Outcomes:** Please select the one that most applies.

- \_\_\_\_\_ Availability/Accessibility: Activities that make services, infrastructure, housing, or shelter available or accessible to low- and moderate- income people, including persons with disabilities.
- X \_\_\_\_\_ Affordability: Activities that provide affordability in a variety of ways in the lives of low- and moderate- income people. It can include the creations or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- \_\_\_\_\_ Sustainability: Activities aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefits to low- and moderate income persons or by removing or

Grantee Name: City of Grosse Pointe Woods

2018 CDBG Grant Year

eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

Outputs: Please select and quantify the one that most applies.

_____ No. of Households Assisted	<u>1,131</u> No. of Persons Stabilized
_____ No. of New Businesses Assisted	_____ Acres of Brownfields Remediated
_____ No. of Jobs Created/Retained	_____ Amount of Money Leveraged
_____ No. of Units made 504-Accessible	_____ No. of Affordable Units
_____ No. of Years of Affordability Guaranteed	_____ No. of Housing Units for HIV/AIDS
_____ No. of Jobs with Health Care Benefits	_____ No. of Units for Chronically Homeless
_____ No. of Units Meeting Energy Star Standards	_____ No. of Units Made Lead Safe
_____ Other, please indicate _____	

### Other Information:

Does the activity prevent homelessness?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the activity help those with HIV/AIDS?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the activity primarily help the disabled?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does the activity primarily help the elderly?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Is the activity expected to generate program income?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Is this activity being carried out by the grantee (either directly and/or through contractors)?

Yes   X   No

If Yes, Enter "X" in the appropriate category.

Activity is being carried out by the grantee through:

\_\_\_\_\_ Grantee employees  
\_\_\_\_\_ Contractors  
\_\_\_\_\_ Grantee employees and contractors

If No, Enter "X" by the appropriate category:

Activity is being carried out by:

  X   A subrecipient only  
\_\_\_\_\_ A HUD-designated Community Based Development Organization (CBDO) only  
\_\_\_\_\_ A HUD-designated CDBO acting as a subrecipient  
\_\_\_\_\_ Another public agency \_\_\_\_\_

Enter "X" by the appropriate subrecipient designation:

  X   Non-profit organization

OR

\_\_\_\_\_ For-profit authorized under 570.201 (o) for economic development activities

Enter "X" by all that apply:

Subrecipient is:

\_\_\_\_\_ A faith-based organization  
\_\_\_\_\_ An institution of higher education

## # 2 ACTIVITY

**Project Name:** Minor Home Repair/Housing Rehab

**Matrix Code** (Please see Matrix Chart handout): 14A

**CDBG Allocation Amount:** \$38,620.00

**Estimated CDBG Program Income (Revolving Funds):** \$0

**Other Funds:** \$0                      **Identify:** N/A

**Total Activity Budget:** \$38,620.00

*As a reminder, CDBG is not eligible for maintenance of public facilities. The purchase of equipment, fixtures, motor vehicles, furnishings, or other property that is not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase such items when necessary for use in the administration of activities assisted with CDBG funds or when such items constitute all or part of a public service.*

**Activity Description and Outcome Statement** (please give accurate proposed description of project and quantify the proposed outcome)

Minor Home Repair/Housing Rehab for approximately 3 households per year (approximately 15 over five years, accounting for population growth) will be maintained, repaired and/or have safety modifications made to enable persons with documented Low/Mod income, senior citizens and the disabled to maintain their independence and well-being with dignity.

### **Housing Rehabilitation:**

*If choosing Housing Rehabilitation as a project, please check one of the following options:*

***Please only choose one option:***

- ☐ Wayne County Housing Rehabilitation Program (elect Wayne County to retain Housing Rehabilitation funds to facilitate Housing Rehabilitation within your community)
- ☒ Community Wide Housing Rehabilitation Program (retain funds to facilitate Housing Rehabilitation within your community)

***Please only choose one option:***

- ☐ Housing Rehabilitation Forgivable Grant \_\_\_\_\_
- ☐ Housing Rehabilitation Loan with Affordability Period (please identify the affordability period)
- Affordability Period \_\_\_\_\_
- ☒ Lien in Perpetuity \_\_\_\_\_

### **Demolition:**

*If choosing Demolition as a project, please check one of the following options:*

***Please only choose one option:***

- ☐ Wayne County will retain Demolition funds (elect Wayne County to retain Demolition funds to facilitate Demolition within your community)
- ☐ Community Demolition Program (retain funds to facilitate Demolition within your community)

### **National Objective:**

Specify one objective. Be sure to use the same objective in the Accomplishment Report for each activity. **Please attach the Low to Moderate Income Map for your community.**

- \_\_\_\_\_ LMA (Low and Moderate Income Area) Benefit  
 Examples: Parks, Neighborhood Centers, and General Public Improvements  
 The target area must consist of block groups that are 51% Low/Mod Income.

Census Tract(s)	Block Group(s)	Low/Mod %
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- \_\_\_\_\_ LMC (Low and Moderate Income Limited Clientele) Benefit  
 Examples: Public Services, Removal of Architectural Barriers for the Disabled  
 Specify **only one** primary group of persons to benefit.

- |  |                                |
|--|--------------------------------|
| _____ Severely Disabled Adults               | _____ Homeless                 |
| _____ Illiterate Adults                      | _____ Battered Spouses         |
| _____ Abused Children                        | _____ Elderly                  |
| _____ Migrant Farm Workers                   | _____ Persons Living with AIDS |
| _____ Persons with Documented Low/Mod Income |                                |

- X   LMH (Low and Moderate Income Housing) Benefit  
 Examples: Housing Rehabilitation, Homebuyer Assistance

- \_\_\_\_\_ SBA (Slum and Blight Area) Benefit  
*Attach a board or council resolution approving a slum and blight designation.*

Percentage of Deteriorated Buildings in the Area \_\_\_\_\_%

- \_\_\_\_\_ SBS (Slum and Blight Spot) Benefit

- \_\_\_\_\_ LMJ (Low and Moderate Income Job) Benefit  
 Activities designed to create or retain permanent jobs of which at least 51% involve employment of low/mod persons

- \_\_\_\_\_ Other \_\_\_\_\_

### Location and Target Area:

Attach a street map identifying the location and target area.

List the location address or cross streets of the activity. For a public service activity, list the office address. If project is community-wide, specify the qualifying census tracts and block groups with LMI percentages above.

Please identify the target area with cross streets: **City wide/City of Grosse Pointe Woods 20025**  
**Mack Plaza Drive, Grosse Pointe Woods, MI 48236**

**Eligible Activity:** Check the one that primarily describes the activity.

- |  |                                |
|--|--------------------------------|
| _____ Acquisition                        | _____ Disposition              |
| _____ Public Facilities and Improvements | _____ Clearance Activities     |
| _____ Public Services                    | _____ Interim Assistance       |
| _____ Relocation                         | _____ Housing Services         |
| _____ Privately Owned Utilities          | _____ Homeownership Assistance |
| <u>  X  </u> Housing Rehabilitation      | _____ Code Enforcement         |
| _____ Historic Preservation              | _____ Fair Housing             |

Grantee Name: City of Grosse Pointe Woods      2018 CDBG Grant Year

Section 108 Loan Repayments

Other

### Performance Measures

Grantees must consider how HUD's performance measures system may impact their administrative practices and implement any changes needed to collect and report the data. As part of HUD's system, please create an Outcome Statement as follows:

Objectives: Please select the one that most describes the purpose.

- ☐ Enhance Suitable Living Environment Through New/Improved Accessibility: Activities designed to benefit communities, families, or individuals by addressing issues in their living environment.
- ☒ Create Decent Housing with New/Improved Availability: Housing programs where the purpose of the program is to meet individual family or community needs and not programs where housing is an element of a larger effort (such as would be captured under Suitable Living Environment).
- ☐ Promote Economic Opportunity Through New/Improved Sustainability: Activities related to economic development, commercial revitalization, or job creation.

Outcomes: Please select the one that most applies.

- ☐ Availability/Accessibility: Activities that make services, infrastructure, housing, or shelter available or accessible to low- and moderate- income people, including persons with disabilities.
- ☐ Affordability: Activities that provide affordability in a variety of ways in the lives of low- and moderate- income people. It can include the creations or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- ☒ Sustainability: Activities aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefits to low- and moderate income persons or by removing or eliminating slums or blighted areas through multiple activities or services that sustain communities or neighborhoods.

Outputs: Please select and quantify the one that most applies.

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> 3 No. of Households Assisted    | <input type="checkbox"/> No. of Persons Stabilized             |
| <input type="checkbox"/> No. of New Businesses Assisted             | <input type="checkbox"/> Acres of Brownfields Remediated       |
| <input type="checkbox"/> No. of Jobs Created/Retained               | <input type="checkbox"/> Amount of Money Leveraged             |
| <input type="checkbox"/> No. of Units made 504-Accessible           | <input type="checkbox"/> No. of Affordable Units               |
| <input type="checkbox"/> No. of Years of Affordability Guaranteed   | <input type="checkbox"/> No. of Housing Units for HIV/AIDS     |
| <input type="checkbox"/> No. of Jobs with Health Care Benefits      | <input type="checkbox"/> No. of Units for Chronically Homeless |
| <input type="checkbox"/> No. of Units Meeting Energy Star Standards | <input type="checkbox"/> No. of Units Made Lead Safe           |
| <input type="checkbox"/> Other, please indicate                     |  |

### Other Information:

- |  |   |  |
|--|---|--|
| Does the activity prevent homelessness?              | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Does the activity help those with HIV/AIDS?          | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Does the activity primarily help the disabled?       | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Does the activity primarily help the elderly?        | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Is the activity expected to generate program income? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

Is this activity being carried out by the grantee (either directly and/or through contractors)?

☒ Yes ☐ No

If Yes, Enter "X" in the appropriate category.

Activity is being carried out by the grantee through:

☐ Grantee employees

☐ Contractors

Grantee Name: City of Grosse Pointe Woods

2018 CDBG Grant Year

☒ Grantee employees and contractors

If No, Enter "X" by the appropriate category:

Activity is being carried out by:

☐ A subrecipient only

☐ A HUD-designated Community Based Development Organization (CBDO) only

☐ A HUD-designated CDBO acting as a subrecipient

☐ Another public agency \_\_\_\_\_

Enter "X" by the appropriate subrecipient designation:

☐ Non-profit organization

OR

☐ For-profit authorized under 570.201 (o) for economic development activities

Enter "X" by all that apply:

Subrecipient is:

☐ A faith-based organization

☐ An institution of higher education

**Planning/Administration Activity**

**Project Name:** Administration

**Matrix Code** (Please see Matrix Chart handout): 21A

**CDBG Allocation Amount:** \$5,149.00

**Estimated CDBG Program Income (Revolving Funds):** \$0

**Other Funds:** \$0 **Identify:** N/A

**Total Activity Budget:** \$5,149.00

*As a reminder, CDBG is not eligible for maintenance of public facilities. The purchase of equipment, fixtures, motor vehicles, furnishings, or other property that is not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase such items when necessary for use in the administration of activities assisted with CDBG funds or when such items constitute all or part of a public service.*

**Activity Description and Outcome Statement** (please give accurate proposed description of project and quantify the proposed outcome)

Salaries supplemented for approximately six staff members involved with administering the CDBG program.

Is this activity being carried out by the grantee (either directly and/or through contractors)?

☒ Yes ☐ No

If Yes, Enter "X" in the appropriate category.

Activity is being carried out by the grantee through:

- ☒ Grantee employees  
☐ Contractors  
☐ Grantee employees and contractors

If No, Enter "X" by the appropriate category:

Activity is being carried out by:

- ☐ A subrecipient only  
☐ A HUD-designated Community Based Development Organization (CBDO) only  
☐ A HUD-designated CDBO acting as a subrecipient  
☐ Another public agency \_\_\_\_\_

Enter "X" by the appropriate subrecipient designation:

☐ Non-profit organization

OR

☐ For-profit authorized under 570.201 (o) for economic development activities

Enter "X" by all that apply:

Subrecipient is:

- ☐ A faith-based organization  
☐ An institution of higher education

**City of Grosse Pointe Woods  
County of Wayne**

**Resolution Approving PY 2018 CDBG Application**

Motion by, seconded by, that the City Council adopt the following resolution:

WHEREAS, Wayne County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and

WHEREAS, Wayne County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan, and

WHEREAS, the City of Grosse Pointe Woods has duly advertised and conducted Public Hearings on January 22, 2018, and February 5, 2018, for the purpose of receiving public comments regarding the proposed use of PY 2018 Community Development Block Grant funds (CDBG) in the approximate amount of \$51,494.00, and

WHEREAS, the City of Grosse Pointe Woods found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need.

**2018 Proposed Estimated CDBG Budget**

<b>1. Minor Home Repair</b>	<b>\$ 38,620.00</b>
<b>2. Pointe Area Assisted Transportation Services</b>	<b>7,725.00</b>
<b>3. Administration</b>	<b><u>5,149.00</u></b>
<b>TOTAL</b>	<b><u>\$ 51,494.00</u></b>

WHEREAS, the Grosse Pointe communities and Harper Woods are exploring a joint administration for administering the CDBG program.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Grosse Pointe Woods CDBG application is hereby authorized to be submitted to Wayne County for inclusion in Wayne County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that Bruce Smith, City Administrator, is hereby authorized to execute all documents, agreements, or contracts which result from this application to Wayne County.

Motion passed this \_\_ day of February, 2018.

I, Lisa Kay Hathaway, the duly authorized City Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City of Grosse Pointe Woods City Council on February \_\_, 2018.

---

Lisa Kay Hathaway, City Clerk  
City of Grosse Pointe Woods  
County of Wayne, Michigan

CITY OF GROSSE POINTE WOODS  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236  
(313) 343-2440

RECEIVED

JAN 17 2018

CITY OF GROSSE PTE. WOODS

APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220

Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: Stephen Lesley Birth Date: 12/31/1965

Home address: 19556 Tanglewood Court Clinton Twp MI 48038

Telephone: Sec 719-8398 Driver's License No [REDACTED]

Business Name: Wild Open West Telephone: 248-837-0681

Business Address: 32650 North Ave 5 Drive Madison Heights MI 48071

Description of Business: Cable / Internet / Phone Provider

Assistants: \_\_\_\_\_

Name	Address	Date of Birth

If vehicle used, describe: 2017 Chevrolet Silverado 3LT X70

Year	Make	Model	License Plate #

Other cities served: Grosse Pointe Shore

Years previously licensed in Grosse Pointe Woods: 2017

**VENDOR:** Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

**REFUSE VENDOR:** Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

**SOLICITOR:** Shall not walk on residential or commercial lawns; must use sidewalk.

**NO PERSON:** Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

**LICENSE:** The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: Paula Lesley Date: 2/17/18

Notary Public for the State of Michigan )  
Notary Public for the County of Wayne ) ss.

Subscribed and sworn to by Paula Lesley  
before me on the 17 day of January, 2018

Signature of Notary Public  
My Commission expires: November 12, 2021

	Approve	Deny
Public Safety:	<u>[Signature]</u>	
City Clerk:	<u>[Signature]</u>	
Council Action:		
Plate No.:		
Date Issued:		
By:		

PAULA LESLEY  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Commission Expires November 12, 2021  
Acting in the County of Wayne

CITY OF GROSSE POINTE WOODS  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236  
(313) 343-2440

RECEIVED

JAN 16 2018

CITY OF GROSSE PTE. WOODS

APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220

Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: Nicholas Stroup Birth Date: 9-17-87  
Home address: 33895 King Richard Dr. Sterling Heights 48310  
Telephone: 586-321-6382 Driver's License No. [REDACTED]  
Business Name: Referral Guys Telephone: 586-321-7868  
Business Address: 41925 Gainsley Dr. Sterling Heights  
Description of Business: Setting Appointments Roofing & Siding  
Assistants: Lindsey Mason 23601 Chaparral <sup>member</sup> 02-24-1995  
Name Address Date of Birth  
Mark Stephens 21637 Daelfer Rd Warren 02-28-1987  
Name Address Date of Birth  
Corey Waldorff 34836 Moravian Dr Apt 102 11-24-1991  
Name Address Date of Birth  
If vehicle used, describe: 2012 Ford Econoline DB 90421  
Year Make Model License Plate #  
Other cities served: Rochester Hills Shelby Township

Years previously licensed in Grosse Pointe Woods: \_\_\_\_\_

**VENDOR:** Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

**REFUSE VENDOR:** Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

**SOLICITOR:** Shall not walk on residential or commercial lawns; must use sidewalk.

**NO PERSON:** Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

**LICENSE:** The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: [Signature] Date: 1-15-18

State of Michigan )  
County of Wayne ) ss.

Subscribed and sworn to by Nicholas Stroup  
before me on the 11th day of January 2018

[Signature]  
Signature of Notary Public  
My Commission expires: 6/25/2020

	<b>Approve</b>	<b>Deny</b>
Public Safety:	<u>[Signature]</u>	_____
City Clerk:	<u>[Signature]</u>	_____
Council Action:	_____	_____
Plate No.:	_____	_____
Date Issued:	_____	_____
By:	_____	_____

CITY OF GROSSE POINTE WOODS

Office of the City Clerk



Memorandum

---

**DATE:** January 31, 2018  
**TO:** Mayor and City Council  
**FROM:** Lisa Hathaway, City Clerk  
**SUBJECT:** 2018 MAMC Free Education Day

The Michigan Association of Municipal Clerks (MAMC) includes with their annual membership a Free Education Day, which is being held on Tuesday, April 10, 2018. As in past years, it is being held in Mount Pleasant at the Soaring Eagle Casino and Resort.

I am requesting an amount not to exceed \$115.00 to cover the cost of housing, tax, and fees on Monday, April 9, 2018. Although this is not a budgeted item, funds are available in the City Clerk's Training and Seminars Account No. 101-215-958.001.

Thank you for your consideration.

**From:** Michigan Association of Municipal Clerks <info@michiganclerks.org@mail85.us4.mcsv.net> on behalf of Michigan Association of Municipal Clerks <info@michiganclerks.org>  
**Sent:** Monday, January 29, 2018 11:05 AM  
**To:** Lisa Hathaway  
**Subject:** 2017 Free Education Day - Hotel Information

Visit us at [www.michiganclerks.org](http://www.michiganclerks.org).

[View this email in your browser](#)



## Michigan Association of Municipal Clerks

### Free Education Day 2018

**Tuesday, April 10th - Soaring Eagle Casino and Resort**

The MAMC Free Education Day will be held on Tuesday, April 10<sup>th</sup> at the Soaring Eagle Casino and Resort in Mt. Pleasant.

We are finalizing the agenda, stay tuned for registration information.

For those of you who may need overnight accommodations on Monday, April 9<sup>th</sup>, the hotels listed below have agreed to provide us with a special rate:

**Soaring Eagle Casino & Resort** – is offering a rate of \$109 + Taxes & Fees

6800 Soaring Eagle Blvd.

Mt. Pleasant, MI 48858

877.232.4532

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

Group Code: **MAMC040918**

**The Fairfield Inn & Suites** - is offering a rate of \$75 + Taxes

2525 South University Park Dr.

Mt. Pleasant, MI 48858

989.775.5000

Group Code: **MAMC**

9A

MEMO 18 - 05

RECEIVED  
JAN 29 2018  
CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator

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

DATE: January 22, 2018

SUBJECT: Recommendation – Paper Yard Waste Bags

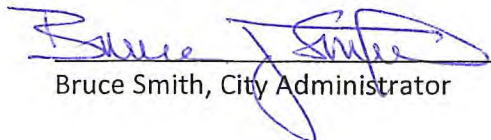
Dano Enterprises, Inc. has supplied quality paper yard waste bags to the City since 2005 and when we put out a bid in 2014 they were the only bid we received. We ordered 20,000 bags in July 2016 at a price of \$.388/bag. In November 2017 we confirmed current pricing has increased to \$.438 to order 20,000 printed bags. Dano's minimum order for custom printed bags is 30,000 but since we are a long-term customer they will provide us with the smaller order. Dano provides a quality bag and includes the custom printing on the bags at no added cost. Their service has been satisfactory. I do not believe any benefit will accrue to the City by seeking additional bids.

The increase in the cost of the bags will require the city to increase what we charge for the bags from \$4.00 to \$4.50 for the 10 bag pack. This change should be incorporated into the city's fee schedule.

I recommend a purchase order be issued to Dano Enterprises, Inc., P.O. Box 4470, Stamford, CT 06907, to supply 20,000 custom printed paper yard waste bags at a net cost not to exceed \$8,760.00. This is a budgeted item included in the 2017/2018 budget in account 598-787-757.000.

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

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

  
Bruce Smith, City Administrator

*Jan 23, 2018*  
Date

*Carlene DeWitt 1/31/2018*

9B

**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

January 24, 2018

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

RE. Milk River Project / Escrow Agreement

Dear Honorable Mayor and Council:

This Council and the Milk River Board previously approved an Escrow Agreement in conjunction with the City's requirement that the Drainage District post a \$150,000.00 cash bond with a third party. The District's normal financier Comerica was not willing to act as escrow agent. The attorney for the District has now negotiated an agreement with U.S. Bank National Association. Under the circumstances, even though the City authorized entering into a prior escrow agreement, that agreement will not be signed. I have reviewed the attached new agreement and would request that the City Council authorize the City Administrator to enter into the agreement. The Bank is requesting that we add the specific names of three people that would be authorized to provide instructions to the Escrow Agent in accordance with the agreement (Schedule B).

Very truly yours,



CHARLES T. BERSCHBACK

CTB:nmg

cc: Bruce Smith  
Lisa K. Hathaway  
Scott Lockwood  
Frank Schulte

## ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Grosse Pointe Woods, ("Recipient"), U.S. Bank National Association, a national banking association ("Escrow Agent"), and the Milk River Intercounty Drain Drainage District ("Depositor").

### BACKGROUND

WHEREAS, the Recipient and the Depositor (referred to collectively herein as "Parties") have entered into an Easement Agreement which includes the conveyance to the Depositor of a Temporary Easement over a Temporary Easement Area for the uses and purposes of entry upon, ingress and egress, passage over, temporary storing of equipment and materials (including excavated earth) as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain; and

WHEREAS, a condition of the Easement Agreement is that the Depositor shall cause the Temporary Easement Area to be video recorded prior to any construction activity to document existing conditions, and a copy of the video shall be provided to Recipient for review and approval, and that upon completion of construction activities, the Depositor at its sole cost shall restore the Temporary Easement area to a condition substantially similar to the condition existing prior to the commencement of construction activities ("Restoration Obligation"); and

WHEREAS, as a condition of entering into the Easement Agreement and conveying the Temporary Easement to the Depositor, the Recipient desires to obtain security in the form of a cash bond held in an escrow account, ("Escrow Account"), to assure that the aforementioned condition is satisfied and to assure that in the event it is not satisfied that the Recipient may effect the immediate repair and restoration promised by the Depositor in the Easement Agreement; and

WHEREAS, subject to the terms and conditions below, the Depositor has agreed to provide said cash bond to be held in an Escrow Account; and

WHEREAS, the Parties desire to engage Escrow Agent as a depository and escrow agent for the purpose of taking custody of the cash;

WHEREAS, the Parties acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Easement Agreement, (ii) all references in this Agreement to the Easement Agreement are solely for the convenience of Depositor and Recipient, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Business Day" shall mean any day, other than a Saturday, Sunday or legal holiday, on which Escrow Agent at its location identified in Section 15 is open to the public for general banking purposes.

"Depositor Representative" shall mean each person so designated on Schedule B hereto or any other person so designated in a writing signed by Depositor and delivered to Escrow Agent and a Recipient Representative in accordance with Section 15.

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement.

"Final Order" shall mean a final and nonappealable order of a court of competent jurisdiction (an "Order"), which Order is delivered to Escrow Agent accompanied by a written instruction from Depositor or Recipient given to effectuate such Order and confirming that such Order is final, nonappealable and issued by a court of competent jurisdiction, and Escrow Agent shall be entitled to conclusively rely upon any such confirmation and instruction and shall have no responsibility to review the Order to which such confirmation and instruction refers.

"Indemnified Party" shall have the meaning set forth in Section 11.

"Joint Written Direction" shall mean a written direction executed by a Depositor Representative and a Recipient Representative, delivered to Escrow Agent in accordance with Section 15 and directing Escrow Agent to disburse all or a portion of the Escrow Funds or to take or refrain from taking any other action pursuant to this Agreement.

"Representatives" shall mean the Depositor Representative and the Recipient Representative.

"Recipient Representative" shall mean each person so designated on Schedule B hereto or any other person so designated in a writing signed by Recipient and delivered to Escrow Agent and a Depositor Representative in accordance with the notice provisions of this Agreement.

2. Appointment of and Acceptance by Escrow Agent. Depositor and Recipient hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer or check of the Escrow Funds in accordance with Section 3, agrees to hold, invest and disburse the Escrow Funds in accordance with this Agreement. If the Escrow Funds are transferred by check, fund availability shall be subject to the Escrow Agent's account holding policy.

3. Deposit of Escrow Funds. Simultaneously with the execution and delivery of this Agreement, Depositor will transfer the Escrow Funds in the amount of \$150,000, by wire transfer of immediately available funds, to an account designated by Escrow Agent. Escrow Funds shall remain uninvested. Depositor warrants to and agrees with Escrow Agent and the Recipient that there is no security interest in the cash fund or any part thereof; no financing

statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the cash fund or any part thereof; and Escrow Agent and the Recipient shall have no responsibility at any time to ascertain whether or not any security interest exists in the cash fund or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the cash fund or any part thereof.

4. Disbursements of Escrow Funds.

- (a) No right to access the cash held in the Escrow Account shall accrue to the Recipient until all of the following have occurred:
- (i) A certificate of substantial completion has been issued pursuant to the construction contract dated October 7, 2016 between the Depositor and Spence Brothers;
  - (ii) Within fourteen (14) days of the Recipient's receipt of a copy of the certificate of substantial completion, the Recipient has notified the Depositor in writing that the Restoration Obligation has not been completed as agreed;
  - (iii) A reasonable opportunity, no shorter than sixty (60) days, has been provided to the Depositor and Spence Brothers to address the issues raised in the notice and to cure the default;
  - (iv) The Recipient has provided seven (7) days' written notice that the default has not been cured, and of its intent to cause the Restoration Obligation to be performed on its own; and
  - (v) The Recipient in fact engages in or causes to be engaged the performance of the Restoration Obligation no earlier than seven (7) days and no later than one hundred and twenty (120) days following the notice in Section 4(a)(iv) above.

(b) The Depositor shall provide the Recipient with a copy of the certificate of substantial completion within seven (7) days of its issuance. In the event that such a copy is not provided, the Recipient may request the certificate which shall then be provided by the Depositor within seven (7) days. If the certificate of substantial completion has been issued but a copy of same has not been provided to the Recipient as set out in this paragraph, the requirement set forth in Section 4(a)(i) shall be replaced by a certificate issued by the Recipient's Manager, and a copy sent to the Depositor, that a request has been made to the Depositor for a copy of the certificate of substantial completion and it has not been honored. The notice required under Section 4(a)(ii) must be made within fourteen (14) days of the date of delivery to the Depositor of the certification by the Recipient's Manager that the Recipient's request for a copy of the certificate of substantial completion has not been honored.

(c) Escrow Agent shall disburse Escrow Funds upon receipt of the Recipient's written direction to do so, which direction shall include a confirmation that all conditions set

forth in either Section 4(a) or Section 4(b), as applicable, have been met, upon which confirmation and direction Escrow Agent may conclusively rely without inquiry, investigation or notice to the Depositor. Recipient's direction shall also include copies of all invoices for which it is being reimbursed under Section 4(a)(v) pursuant to Recipient's direction, but the inclusion of same shall not affect, reduce or expand Escrow Agent's duties or liabilities set forth in Section 10. Each disbursement direction must contain complete payment instructions, including funds transfer instructions or an address to which a check shall be sent.

(d) This Agreement may be terminated upon the written direction and certification by the Depositor (1) that the failure of any of the conditions set forth in Section 4(a)(ii) – 4(a)(v) has occurred; (2) of the failure by Recipient to submit a direction to Escrow Agent under Section 4(c) within sixty (60) days following the completion of the Restoration Obligation by the Recipient, or (3) by a Joint Written Direction from Recipient and Depositor. Upon termination, Escrow Agent shall disburse all remaining Escrow Funds and any accrued interest to Depositor. Escrow agent may conclusively rely upon Depositor's direction and certification without any inquiry, investigation or notice to Recipient.

(e) Prior to any disbursement, Escrow Agent must receive reasonable identifying information regarding the recipient so that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service ("IRS") Form W-9 or Form W-8, as applicable. All disbursements of Escrow Funds shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties pursuant to Section 11 and Section 12.

(f) Depositor and Recipient may each deliver written notice to Escrow Agent in accordance with Section 15 changing their respective funds transfer instructions, which notice shall be effective only upon receipt by Escrow Agent and after Escrow Agent has had a reasonable time to act upon such notice.

5. Suspension of Performance; Disbursement into Court. If, at any time, (a) a dispute exists with respect to any obligation of Escrow Agent hereunder, (b) Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, Escrow Agent's proper actions with respect to its obligations hereunder, or (c) the Representatives have not, within 10 days of receipt of a notice of resignation, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed.

(ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, in any venue convenient to Escrow Agent, for instructions with respect to such dispute or uncertainty and, to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to,

incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Depositor or Recipient for suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise due to any delay in any other action required or requested of Escrow Agent.

6. [reserved]

7. Investment of Funds. Escrow Funds will be held uninvested.

8. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Agreement and Depositor and Recipient shall consult with independent counsel concerning any and all tax matters. Depositor and Recipient jointly and severally agree to (a) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (b) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Depositor and Recipient shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. Depositor and Recipient have determined that any interest or income on Escrow Funds shall be reported on an accrual basis and deemed to be for the account of Depositor.

9. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days' prior written notice to Depositor and Recipient specifying a date when such resignation shall take effect and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Depositor and Recipient giving at least thirty (30) days' prior written notice to Escrow Agent specifying the date when such removal shall take effect. If Depositor and Recipient fail to jointly appoint a successor Escrow Agent prior to the effective date of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses related to such petition shall be paid jointly and severally by Depositor and Recipient. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this

Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

10. Duties and Liability of Escrow Agent.

(a) Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent's permissive rights shall not be construed as duties. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any document other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein and whether or not a copy of such document has been provided to Escrow Agent. Escrow Agent's sole responsibility shall be for the safekeeping of the Escrow Funds in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. This Agreement shall terminate upon the distribution of all the Escrow Funds pursuant to any applicable provision of this Agreement, and Escrow Agent shall thereafter have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

(b) Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines, which determination is not subject to appeal, that Escrow Agent's gross negligence or willful misconduct in connection with its material breach of this Agreement was the sole cause of any loss to Depositor or Recipient. Escrow Agent may retain and act hereunder through agents, and shall not be responsible for or have any liability with respect to the acts of any such agent retained by Escrow Agent in good faith.

(c) Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent believes to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for (i) acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document believed by Escrow Agent to have been created by or on behalf of Depositor or Recipient, (ii) incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action or (iii) any amount greater than the value of the Escrow Funds as valued upon deposit with Escrow Agent.

(d) Escrow Agent shall not be responsible for delays or failures in performance resulting from acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, attacks or intrusions, power

failures, earthquakes or any other circumstance beyond its control. Escrow Agent shall not be obligated to take any legal action in connection with the Escrow Funds, this Agreement or the Easement Agreement or to appear in, prosecute or defend any such legal action or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Depositor and Recipient are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. Escrow Agent shall have no liability to Depositor or Recipient, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Funds escheat by operation of law.

(e) Escrow Agent may consult, at Depositor's and Recipient's cost, legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Depositor and Recipient agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder. When any action is provided for herein to be done on or by a specified date that falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day.

(f) If any portion of the Escrow Funds is at any time attached, garnished or levied upon, or otherwise subject to any writ, order, decree or process of any court, or in case disbursement of Escrow Funds is stayed or enjoined by any court order, Escrow Agent is authorized, in its sole discretion, to respond as it deems appropriate or to comply with all writs, orders, decrees or process so entered or issued, including but not limited to those which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction; and if Escrow Agent relies upon or complies with any such writ, order, decree or process, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even if such order is reversed, modified, annulled, set aside or vacated.

(g) Escrow Agent and any stockholder, director, officer or employee of Escrow Agent may buy, sell and deal in any of the securities of any other party hereto and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude Escrow Agent from acting in any other capacity for any other party hereto or for any other person or entity.

(h) In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, by facsimile or otherwise, Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Schedule B hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable

opportunity to act on such changes. Depositor and Recipient agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor or Recipient to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Depositor and Recipient acknowledge that these optional security procedures are commercially reasonable.

11. Indemnification of Escrow Agent. Depositor and Recipient, jointly and severally, shall indemnify and hold harmless Escrow Agent and each director, officer, employee and affiliate of Escrow Agent (each, an "Indemnified Party") upon demand against any and all claims (whether asserted by Depositor, Recipient or any other person or entity and whether or not valid), actions, proceedings, losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, "Losses") arising from this Agreement or Escrow Agent's actions hereunder, except to the extent such Losses are finally determined by a court of competent jurisdiction, which determination is not subject to appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent's material breach of this Agreement. Depositor and Recipient further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorneys' fees, incurred by such Indemnified Party in connection with the enforcement of Depositor's and Recipient's obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Depositor and Recipient jointly and severally. The obligations of Depositor and Recipient under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

12. Compensation of Escrow Agent.

(a) Fees and Expenses. Depositor and Recipient agree, jointly and severally, to compensate Escrow Agent upon demand for its services hereunder in accordance with Schedule A attached hereto, provided that the Parties further agree, solely as between themselves, that all such compensation will be paid by the Depositor. The obligations of Depositor and Recipient under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any other Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify Depositor and Recipient of any such disbursement from the Escrow Funds to itself or any other Indemnified Party and shall furnish Depositor and Recipient copies of related invoices and other statements.

(c) Security and Offset. Depositor and Recipient hereby grant to Escrow Agent and

the other Indemnified Parties a first priority security interest in, lien upon and right of offset against the Escrow Funds with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Funds are insufficient to cover such compensation and reimbursement, Depositor and Recipient shall promptly pay such amounts upon receipt of an itemized invoice.

13. Representations and Warranties. Depositor and Recipient each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms.

(b) each of the applicable persons designated on Schedule B attached hereto has been duly appointed to act as its authorized representative hereunder and individually has full power and authority on its behalf to execute and deliver any instruction or direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representative under this Agreement and no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to each other party to this Agreement pursuant to Section 15 and Escrow Agent has had reasonable time to act upon it.

(c) the execution, delivery and performance of this Agreement by Escrow Agent does not and will not violate any applicable law or regulation and no printed or other material in any language, including any prospectus, notice, report, and promotional material that mentions "U.S. Bank" or any of its affiliates by name or the rights, powers, or duties of Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of Escrow Agent.

(d) it will not claim any immunity from jurisdiction of any court, suit or legal process, whether from service of notice, injunction, attachment, execution or enforcement of any judgment or otherwise.

14. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Depositor and Recipient agree to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner. Escrow Agent's appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to Depositor, Recipient and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA PATRIOT Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these

conditions are not met, Escrow Agent may at its option promptly terminate this Agreement in whole or in part, or refuse any otherwise permitted assignment by Depositor or Recipient, without any liability or incurring any additional costs.

15. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing (provided that any communication sent to Escrow Agent hereunder must be in the form of a manually signed document or electronic copy thereof), in English, and shall be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) via facsimile transmission, with confirmed receipt or (e) via email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices shall be sent to the applicable party or parties at the address specified below:

If to City of Grosse Pointe Woods:

City of Grosse Pointe Woods  
Bruce Smith, City Administrator  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
[bsmith@gpwmi.us](mailto:bsmith@gpwmi.us)

cc: Lisa Hathaway, City Clerk  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
[lkathaway@gpwmi.us](mailto:lkathaway@gpwmi.us)

cc: Don R. Berschback, City Attorney  
Law Offices  
24053 Jefferson Avenue  
St. Clair Shores, MI 48080  
[donberschback@yahoo.com](mailto:donberschback@yahoo.com)

cc: Anderson, Eckstein and Westrick, Inc.  
Attn: Scott Lockwood  
51301 Schoenherr Road  
Shelby Township, MI 48315  
[slockwood@aewinc.com](mailto:slockwood@aewinc.com)

If to Milk River Intercounty Drain Drainage District:

Milk River Intercounty Drain Drainage District Board  
Michael R. Gregg, Chair  
525 W. Allegan Street  
Lansing, Michigan 48915

[greggm@michigan.gov](mailto:greggm@michigan.gov)

cc: Emeka N. Steele, Esq.  
Interim Deputy Director  
Department of Public Services – Environmental Services Group  
County of Wayne  
400 Monroe, Suite 400  
Detroit, Michigan 48226  
[esteele@waynecounty.com](mailto:esteele@waynecounty.com)

If to Escrow Agent: U.S. Bank National Association, as Escrow Agent  
ATTN: Global Corporate Trust Services  
Address: 535 Griswold Street, Suite 550, Detroit, MI 48226  
Telephone: 313-234-4722  
Facsimile: 313-963-9428  
E-mail: [kelli.lambrix@usbank.com](mailto:kelli.lambrix@usbank.com)

and to:

U.S. Bank National Association  
ATTN: Melissa Loskota  
Trust Finance Management  
West Side Flats – South 3rd  
60 Livingston Avenue  
St. Paul, MN 55107  
Telephone: 651-466-6092  
E-mail: [melissa.loskota@usbank.com](mailto:melissa.loskota@usbank.com)

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein shall be deemed to have been given on the date received. Depositor and Recipient agree to assume all risks arising out of the use of electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

16. Amendment and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties, provided that if Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

17. Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Michigan without giving effect to the conflict of laws principles thereof that would require the application of any other laws. Each of the parties hereto irrevocably (a) consents to the exclusive jurisdiction and venue of the state and federal courts in the State of Michigan in connection with any matter arising out of this Agreement, (b) waives any objection to such jurisdiction or venue (c) agrees not to commence any legal proceedings related hereto except in such courts (d) consents to and agrees to accept service of process to vest personal jurisdiction over it in any such courts made as set forth in Section 15 and (e) waives any right to trial by jury in any action in connection with this Agreement.

18. Entire Agreement, No Third Party Beneficiaries. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to Escrow Funds. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The Section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the signatory parties hereto and the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

**MILK RIVER INTERCOUNTY DRAIN  
DRAINAGE DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF GROSSE POINTE WOODS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**U.S. BANK NATIONAL ASSOCIATION  
as Escrow Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SCHEDULE A**

### **ESCROW AGENT FEES AND EXPENSES**

**I. Administration Fee, One Time: \$2,500**

One-time fee for the routine duties of the escrow agent associated with the management of the account. Administration fees are payable in advance. This includes up to twelve disbursements from the Escrow Fund. In the event that the escrow is not terminated within two years, then an additional \$1,000 administration fee shall be payable for each year or part thereof.

**II. Disbursement Processing Fees: Waived**

Processing fees cover the routine duties of escrow agent associated with the administration of the account. This includes payment by check or wire. This assumes that the escrow agent will receive complete and accurate payment information, upon which it can conclusively rely, on a timely basis.

**III. Out-of-Pocket Expenses (if any): At Cost**

Reimbursement of expenses associated with the performance of Escrow Agent's duties, including but not limited to fees and expenses of legal counsel, accountants and other agents, tax preparation, reporting and filing, publications, and filing fees.

**IV. Extraordinary Expenses (if any):**

Extraordinary services are duties or responsibilities of an uncommon nature but not specifically provided for in the governing documents or otherwise set forth in this schedule, including without limitation amendments, specialized reporting, use investments not automated with the Escrow Agent's trust accounting system, and actual or threatened litigation or arbitration proceedings. A reasonable charge will be assessed based on the nature of the service and the responsibility involved. At option of the Escrow Agent, these charges will be billed at a flat fee or an hourly rate then in effect.

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

## SCHEDULE B

Each of the following person(s) is a **Depositor Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Telephone Number
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Each of the following person(s) is a **Recipient Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Telephone Number
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**CITY OF GROSSE POINTE WOODS**  
**Office of the Treasurer/Comptroller**

9C

**Memorandum**

RECEIVED  
FEB -1 2018  
CITY OF GROSSE PTE. WOODS

**DATE:** February 5, 2018  
**TO:** Mayor Robert E. Novitke and City Council Members  
**FROM:** Cathrene Behrens, Treasurer/Comptroller  
**SUBJECT:** IDS Contract

Please find attached a copy of the 2018 proposed contract from IDS.com. This company provides the printing, sorting and mailing services for our monthly water bills. I have attached a copy of the contract signed by my predecessor in 2015, and IDS.com is maintaining these same rates for the next three years.

I also contacted KCI, Grand Rapids, Michigan, which is another printing and mailing service that I am familiar with. Their quote for the same services is more than double the price the City currently pays to IDS.com. See below for calculated pricing utilizing 3,700 pieces.

<u>VENDOR</u>	<u>SERVICE</u>	<u>PRICE</u>	<u>EXTENDED PRICE</u> (Based upon 3,700)
IDS.com	Data Processing	\$10.00/1,000	\$37.00
IDS.com	Printing Services	\$53.00/1,000	\$196.10
IDS.com	Letter shop & Mailing Svc	\$27.00/1,000	\$72.90
IDS.com	Mail Services	\$10.00/1,000	\$37.00
<b>Budget Line 592-536-818.000 Contractual Services</b>			<b>\$343.00</b>
<b>IDS Annual average cost</b>			<b>\$4,116.00</b>
KCI	Monthly Water Bill Setup (Recurring Monthly Fee)	\$110.00	\$110.00
KCI	Pressure Seal Stock	\$58.78/1,000	\$217.49
KCI	Processing & Mailing	\$100/1,000	\$370.00
KCI	Form Preparation	\$12.00	\$12.00
			<b>\$709.49</b>
<b>KCI Annual average cost</b>			<b>\$8,513.88</b>

IDS.com also provides the City with tax bill printing and mailing services two times per year for summer and winter tax billing. KCI did not provide a quote for these services and IDS.com did not increase their rates for these services over the 2015 costs. The City has 7,524 tax parcels and the City's cost for these mailings will remain as follows:

<u>VENDOR</u>	<u>SERVICE</u>	<u>PRICE</u>	<u>EXTENDED PRICE</u> (Based upon 7,524)
IDS.com	Data Processing	\$10.00/1,000	\$150.05
IDS.com	Printing Services <i>Duplex/2-Color</i>	\$95.00/1,000	\$1,429.56
IDS.com	Letter shop & Mailing Svc	\$27.00/1,000	\$203.14
IDS.com	Envelope Services	\$28.00/1,000	\$210.67
IDS.com	Mail Services	\$10.00/1,000	\$75.24
IDS.com	Blank Tax Bill Printing		\$50.00
<b>Budget Line</b>	<b>101-223-757.000</b>		<b>\$2,043.42</b>

**Summer and Winter Tax Bill Annual Average Cost** **\$4,086.84**

These expenses were approved by the City Council during the 2017-18 budget process. Adequate funds were budgeted in the 2017-2018 budget process to cover the above associated costs for both water bill printing and tax bill printing. This contract extension will not increase our current budgets and the price freeze they are proposing for the next three years will assist in maintaining costs.

A copy of this contract was provided to the City Attorney for review and recommendation.

I respectfully request council approval on the proposed contract from IDS.com for a 3-year period (2018-2021) and authorize the City Treasurer/Comptroller to execute the document.

Thank you for your consideration.



Cathrene A. Behrens  
Treasurer/Comptroller

## PRODUCTION AGREEMENT

## CITY OF GROSSE POINTE WOODS

This Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_ 2018, by and between IDS.com, a Doxim Company ("Provider") and City of Grosse Pointe Woods ("Customer").

**WHEREAS**, Customer wishes to engage Provider to perform certain information delivery services, including statement production, print and mail services (collectively the "Services") all as more particularly described in this Agreement and Provider desires to accept association with Customer in such capacity.

**NOW, THEREFORE**, in consideration of the mutual covenants and premises hereinabove and hereinafter set forth, the parties agree as follows:

1. **SERVICES TO BE PROVIDED:** Provider shall perform those Services for Customer as are more particularly described in Exhibit A attached to this Agreement and incorporated herein by this reference. The prices to be paid by Customer to Provider for the Services are as set forth on Exhibit A.

Provider shall own all hardware, software, or systems utilized in performance of the aforementioned services under this Agreement.

Customer is responsible for delivering the necessary information to Provider prior to performance of the aforementioned Services, and is responsible for the loss of any such information before delivery to Provider.

2. **TERM OF AGREEMENT:** This Agreement is for an Initial Term of thirty-six (36) months, beginning March 1, 2018 and expiring February 28, 2021. This Agreement will automatically be renewed for successive twelve (12) month periods (each a "Renewal Term") unless either party shall notify the other party in writing of its intent not to renew at least ninety (90) days prior to the expiration of the then current Initial Term or Renewal Term. The Initial Term and Renewal Term(s), if any, shall be collectively referred to herein as the "Term."
3. **OBLIGATIONS OF PROVIDER:** Provider will provide a 72-hour turnaround once the Provider receives the following information from the Customer (postage and data file).
4. **INVOICES:** Provider shall invoice Customer on a monthly basis for all Services rendered for the prior month. Customer shall pay Provider all amounts owed to Provider for Services rendered under this Agreement within thirty days of the date of invoice. In the event Customer disputes any portion of Provider's invoice, Customer shall promptly pay the undisputed amount and shall negotiate the disputed amount with Provider in good faith to timely resolve the dispute. A late payment fee of five percent (5%) shall be assessed by Provider against Customer for any invoices not paid in full on the due date. There will be no late fee assessed for any disputed amounts.

## PRODUCTION AGREEMENT

## CITY OF GROSSE POINTE WOODS

5. **TERMINATION:** This Agreement may be terminated by a party prior to the expiration of the term of this Agreement under any of the following conditions:
- a. By a party, in the event the other party (a) generally defaults in the payment of indebtedness for borrowed money beyond the due date thereof; (b) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute; (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (d) has wound up or liquidated, voluntarily or otherwise.
  - b. By Customer, in the event of a breach or default by Provider of Section 7 of this Agreement.
  - c. By Provider, in the event Customer fails to pay any Provider invoice in accordance with the payment terms set forth under Section 5 of this Agreement.

The parties agree that the termination of this Agreement by either party pursuant to this Section 6 will operate to release Provider from any further obligations under this Agreement following the date of termination and that Customer shall continue to be obligated to pay Provider in accordance with the terms of this Agreement for all Services rendered under this Agreement up to and including the date of termination.

6. **CONFIDENTIALITY:** Unless otherwise required by law, Provider expressly agrees that it shall not disclose confidential non-public financial and/or personal or internal information concerning Customer or its customers ("Information") to any third party without the express written consent of Customer.
- a. It shall not use any Information provided by Customer for any purpose other than to carry out the terms of this Agreement. Customer will retain permanent and exclusive ownership of all Information in the possession of Provider.
  - b. It shall maintain the security of the Information and enact such measures as are reasonably necessary to ensure that the Information cannot be accessed or viewed by anyone other than those employees or agents of Provider who are authorized to access the Information.
  - c. If Provider maintains any of the Information in an electronic or computer database, said database is secure and inaccessible by any party other than those employees or agents of Provider who are authorized to access the Information.

**PRODUCTION AGREEMENT**

**CITY OF GROSSE POINTE WOODS**

- d. It will destroy all confidential non-public Information in its possession in accordance with its own records destruction policies for similar information. However, because both parties are subject to Part 682 of Title 16 of the Code of Federal Regulations (16 C.F.R. 682), the FTC's Disposal of Consumer Report Information and Records Rule, Provider agrees that its records destruction policies for Information shall at a minimum comply with 16 C.F.R. 682(b)(1) and 682(b)(2), including any revisions of same.
- e. Upon termination of this Agreement, Provider shall return copies of all Information in an electronic form usable to Customer, and disclose any fees related to the return of the information in electronic form. After 60 days following termination of this Agreement, Provider shall destroy all copies of Information still in its possession unless requested by Customer to retain it for a longer period.
- f. It shall have in place policies, procedures, and other controls to insure the confidentiality of all non-public Information and will allow Customer or its designee reasonable access to audit its security measures pertaining to the collection and maintenance of Customer's non-public confidential Information.
- g. It shall have in place policies, procedures, and other controls to take appropriate action to address incidents of unauthorized access or use of any non-public Information, including notification of Customer as soon as possible of any such incident.
- h. Provisions of this section shall survive the termination of the Agreement.

A signature of an authorized representative of Customer and Provider will indicate agreement with the Services, prices and terms as contained in the Agreement.

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

IDS.com.  
747 E. Whitcomb  
Madison Heights, MI 48071

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**PRODUCTION AGREEMENT**

**CITY OF GROSSE POINTE WOODS**

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**EXHIBIT A**

**WATER BILL PRODUCTION:**

- |  |                                    |
|--|------------------------------------|
| ▪ <b><u>DATA PROCESSING</u></b><br>Data set-up, forms set-up, CASS certification                               | <b>\$10.00 per thousand images</b> |
| ▪ <b><u>PRINTING SERVICES</u></b><br>Laser print tax and variable data, 1 color, 8 1/2" x 11" perforated paper | <b>\$53.00 per thousand images</b> |
| ▪ <b><u>LETTERSHOP &amp; MAILING SERVICES</u></b><br>Glue and fold water bill into a self-mailer               | <b>\$27.00 per thousand pieces</b> |
| ▪ <b><u>MAIL SERVICES</u></b><br>Sort, tray and deliver to the USPS  | <b>\$10.00 per thousand pieces</b> |

## PRODUCTION AGREEMENT

## CITY OF GROSSE POINTE WOODS

### EXHIBIT B

#### SUMMER AND TAX BILL PRODUCTION:

- **DATA PROCESSING** **\$10.00 per thousand images**  
Data set-up, forms set-up, CASS certification
- **PRINTING SERVICES** **\$95.00 per thousand images**  
Laser print tax and variable data, 2 colors, 8 1/2" x 11" paper
- **LETTERSHOP & MAILING SERVICES** **\$27.00 per thousand pieces**  
Glue and fold tax bill into a #10 envelope
- **ENVELOPE SERVICES** **\$28.00 per thousand pieces**  
Glue and fold tax bill into a #10 envelope
- **MAIL SERVICES** **\$10.00 per thousand pieces**  
Sort, tray and deliver to the USPS

2015 CONTRACT  
COPY



## PRODUCTION AGREEMENT

## CITY OF GROSSE POINTE WOODS

This Agreement (the "Agreement") is made and entered into as of this 24<sup>th</sup> day of FEBRUARY 2015, by and between IDS.com ("Provider") and City of Grosse Pointe Woods ("Customer").

WHEREAS, Customer wishes to engage Provider to perform certain information delivery services, including water bills, print and mail services (collectively the "Services") all as more particularly described in this Agreement and Provider desires to accept association with Customer in such capacity.

1. **SERVICES TO BE PROVIDED:** Provider shall perform those Services for Customer as are more particularly described in Exhibit A and Exhibit B attached to this Agreement and incorporated herein by this reference. The prices to be paid by Customer to Provider for the Services are as set forth on Exhibit A and Exhibit B.
2. **TERM OF AGREEMENT:** Unless sooner terminated as provided herein, this Agreement is for a term of 36 months, beginning March 1, 2015 and expiring February 28, 2018.
3. **OBLIGATIONS OF PROVIDER:** Provider will provide a 72-hour turnaround once the Provider receives the following information from the Customer (postage and data file).
4. **INVOICES:** Provider shall invoice Customer on a monthly basis for all Services rendered for the prior month. Customer shall pay Provider all amounts owed to Provider for Services rendered under this Agreement within thirty days of the date of invoice. In the event Customer disputes any portion of Provider's invoice, Customer shall promptly pay the undisputed amount and shall negotiate the disputed amount with Provider in good faith to timely resolve the dispute. A late payment fee of five percent (5%) shall be assessed by Provider against Customer for any invoices not paid in full on the due date. There will be no late fee assessed for any disputed amounts.
5. **TERMINATION:** This Agreement may be terminated by a party prior to the expiration of the term of this Agreement under any of the following conditions:
  - a. By Customer in the event Provider fails to meet the time requirements for the provision of services under the Agreement for two (2) consecutive months or for a total of three (3) months during the entire term of the Agreement.
  - b. By a party, in the event the other party (a) terminates or suspends its business; (b) generally defaults in the payment of indebtedness for borrowed money beyond the due date thereof; (c) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute; (d) becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (e) has wound up or liquidated, voluntarily or otherwise.

The parties agree that notice of termination of this Agreement will not release Provider from its obligations under this Agreement until the effective date of termination, nor will the termination of this Agreement release Customer from any obligations owed to Provider for Services rendered up to and including the date of termination.



## PRODUCTION AGREEMENT

## CITY OF GROSSE POINTE WOODS

7. **CONFIDENTIALITY:** Unless otherwise required by law, Provider expressly agrees that it shall not disclose confidential non-public financial and/or personal or internal information concerning Customer or its customers ("Information") to any third party without the express written consent of Customer.
- a. It shall not use any Information provided by Customer for any purpose other than to carry out the terms of this Agreement.
  - b. It shall maintain the security of the Information and enact such measures as are reasonably necessary to ensure that the Information cannot be accessed or viewed by anyone other than those employees or agents of Provider who are authorized to access the Information.
  - c. If Provider maintains any of the Information in an electronic or computer database, said database is secure and inaccessible by any party other than those employees or agents of Provider who are authorized to access the Information.
  - d. It will destroy all confidential non-public Information in its possession in accordance with its own records destruction policies for similar information.
  - e. It shall have in place policies, procedures, and other controls to take appropriate action to address incidents of unauthorized access or use of any non-public Information, including notification of Customer as soon as possible of any such incident.
  - f. Provisions of this section shall survive the termination of the Agreement.

A signature of an authorized representative of Customer and Provider will indicate agreement with the Services, prices and terms as contained in the Agreement.

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

By: [Signature]

Print Name: DEEANN IRBY

Title: TREASURER/COMPTROLLER

Date: 2-24-15

IDS.com  
747 E. Whitcomb Avenue  
Madison Heights, MI 48071

By: [Signature]

Print Name: Wendy Lokken

Title: President

Date: 2-25-15



**PRODUCTION AGREEMENT**

**CITY OF GROSSE POINTE WOODS**

**EXHIBIT A**

**WATER BILL PRODUCTION:**

- |   |                             |
|---|-----------------------------|
| ▪ <b><u>DATA PROCESSING</u></b><br>Data set-up, forms set-up, CASS certification.                             | <b>\$10.00 per thousand</b> |
| ▪ <b><u>PRINTING SERVICES</u></b><br>Laser print tax and variable data, 1 color, 8 ½" x 11" perforated paper. | <b>\$53.00 per thousand</b> |
| ▪ <b><u>LETTERSHOP &amp; MAILING SERVICES</u></b><br>Glue and fold water bill into a self-mailer.             | <b>\$27.00 per thousand</b> |
| ▪ <b><u>MAIL SERVICES</u></b><br>Sort, tray and deliver to the USPS.  | <b>\$10.00 per thousand</b> |



## PRODUCTION AGREEMENT

## CITY OF GROSSE POINTE WOODS

### EXHIBIT B

#### SUMMER AND WINTER TAX BILL PRODUCTION:

- **DATA PROCESSING** \$10.00 per thousand  
Data set-up, forms set-up, CASS certification.
- **PRINTING SERVICES** \$95.00 per thousand  
Laser print tax and variable data, duplex, 2 colors on 8 ½" x 11" paper.
- **LETTERSHOP & MAILING SERVICES** \$27.00 per thousand  
Fold and insert tax bill into #10 envelope.
- **ENVELOPE SERVICES** \$28.00 per thousand  
#10 double window envelope, "Important Tax Information" printed on front.
- **MAIL SERVICES** \$10.00 per thousand  
Sort, tray and deliver to the USPS.

#### ADDITIONAL CHARGES

- Additional test files \$150.00 per file
- Files requiring additional pre-press services or type changes. \$150.00 per file change
- Delivery to USPS other than the Pontiac Metroplex \$50.00 per delivery
- Rush charge will apply if live file is received less than 7 business days before due date. \$300.00



3901 East Paris SE  
Grand Rapids, MI 49512  
616.957.2120 phone  
616.957.3026 fax  
kentcommunications.com

## Proposal

Cathrene Behrens  
**City of Grosse Pointe Woods**  
200025 Mack Ave  
Grosse Pointe Woods, MI 48236  
**Ph:** 313-343-2604

**Fax:** 313-343-2785

**Proposal** 192739.  
**Date** January 23, 2018

### Project

Monthly Water Bills (black ink; white paper)

Water Bills- Laser Print 2 sided (Black Ink) on White Pressure Seal Stock, Fold, Seal, Sort & Mail First Class Presort

Data File

### Components

Water Bills

**Quantity of 3,700**

Services	Quantity	Setup	Minimum	Rate	per	Price
WB-Water/Utility Bills Set-up	1			\$110.00	ea	\$110.00
Pressure Seal Stock (blank white stock)	3,700			\$58.78	/thousand	\$217.49
Process & Mail Water Bills (2-sided) includes Printing, Folding, Sealing, Sorting	3,700		\$150.00	\$100.00	/thousand	\$370.00
Prepare Forms/Verify and/or Del. to PO	1		\$12.00	\$12.00	ea	\$12.00

**Total Cost for Services** **\$709.49**

Estimated Postage	Pieces	Rate	Postage
1st Class/5-Digit	3,700	0.3780	\$1,398.60

**Total Estimated Postage** **\$1,398.60**

**Total Estimated Project Cost** **\$2,108.09**

**Postage must be paid in advance or on deposit with the Post Office.**

Thank you for the opportunity to quote on this project.

**Autumn Hoffman**

*Account Manager*

Accepted :

City of Grosse Pointe Woods (CLIENT)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THIS PROPOSAL CONSISTS OF THIS PAGE AND PARAGRAPH 1-18 ON THE BACK SIDE

## MAIL INDUSTRY TRADE CUSTOMS

- 1. PROPOSALS:** Proposals are subject to acceptance within 90 days. Proposals are based on the cost of labor and materials on the date of the proposal. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the mailing schedule subsequent to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Proposals do not include applicable taxes, shipping costs or deliveries unless specifically stated. Postage included on proposals is an estimate only. Proposals are only valid when in writing.
- 2. CANCELLATION:** Orders may be canceled by the customer at any time by notice in writing or via e-mail with the understanding that Kent Communications Inc. (KCI) will be compensated in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the order.
- 3. ALTERATIONS/SPECIFICATIONS:** Prices quoted are based upon our understanding of the specifications submitted. If there is a change in specifications or instructions resulting in additional costs, the work performed will be billed at the current rates, and the mailing date may be delayed.
- 4. VERBAL ORDERS:** Written or e-mail orders are strongly recommended. KCI may accept verbal orders; however such orders are subject to KCI's acceptance of the written final specifications which customer shall deliver to KCI by fax or mail prior to the commencement of the work.
- 5. POSTAGE:** Proposals include estimated postage only. The customer is responsible for the payment of all postage, whether or not included in the proposals. KCI will notify the customer in writing, by e-mail or verbally by telephone call as soon as reasonably possible after the actual amount of postage is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. KCI will make reasonable efforts to provide the customer with an accurate estimate of required postage; however, the customer, and not KCI, is responsible for additional postage charges if the rate of postage changes for any reason including the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. KCI reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for KCI to complete the mailing prior to the previously agreed upon mail date. The customer is responsible for all additional postage and or shipping charges assessed by the Post Office or any other shipping agent after the mailing has been mailed.
- 6. ACCEPTANCE OF ORDER:** The customer agrees that KCI may refuse at any time to mail any copy, photographs or illustrations of any kind that in the management's sole judgement believes is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, or which in the management's sole judgement is an infringement on a trade mark, or trade name, or service mark, or copyright belonging to others.

The Customer also agrees to defend and hold KCI harmless in any suit, claim, or court action brought against KCI for alleged or actual damages, costs, expenses (including reasonable attorney's fees), liabilities or losses of any kind or nature resulting from the mailing for the customer, including circumstances where KCI, acting as the customer's agent, uses copy, photographs, or illustrations that are or believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or an infringement on a trade mark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against KCI for actions of the customer's employees which may occur as a result of any mailing.

- 7. MAILING LISTS:** Customer's mailing list(s) in KCI's possession for storage or otherwise, is the exclusive property of the customer and shall be used only at the customer's instructions. KCI shall provide reasonable protection against the loss of a customer's list. It is the customer's sole responsibility to maintain a duplicate list or have the source material from which the list was compiled. KCI shall pay for the cost of replacing such lists in the event of its systems failure, loss by fire, vandalism, theft or other such causes on KCI's premises (excluding destruction of the list due to the customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. KCI shall not be liable for compiling such lists nor for an intangible or special value attached thereto.

KCI is not responsible for the accuracy or integrity of lists or other data supplied by the customer or list broker. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

- 8. MATERIALS:** KCI assumes in all proposals that all material provided will permit efficient handling on automated equipment, and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. The customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work, and a new delivery schedule may result.

KCI is not responsible for identifying errors in preprinted copy on customer-furnished materials and assumes no liability for damages resulting from the mailing of materials which contain erroneous information. When performing mailings for not-for-profit customers, KCI is not responsible for content in mailed materials which causes a customer to lose their Nonprofit Status.

All direct mail handling and processing involves spoilage. Allowances for spoilage should be taken into consideration in ordering material. Spoilage of up to three (3) percent of customer's materials is typical. KCI will make reasonable efforts to handle customer's material to prevent undue spoilage. Nevertheless, KCI is not responsible for shortages of material as a result of spoilage in processing. All stock and materials belonging to a customer will be held and stored only at the customer's risk, and the customer shall be responsible for insurance on its stock and material.

Printer delivery tickets must accompany the materials delivered, and should show the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity and a sample clearly visible. Each skid shall have only one material version, unless clearly marked and separated. Multiple items shall not be included within a single carton, skid or container unless noted thereon and on accompanying paperwork. KCI will apply a surcharge for any rework necessary for materials received not meeting these specifications.

KCI accepts and may rely upon printers' count until processing, and assumes no responsibility for shortages discovered at that time. Additional charges will apply if the customer requires the mailer to verify printer's counts prior to processing. Customer shall provide KCI with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for back orders, delay notices, canceled orders and increased customer service resulting from out of stock conditions is to be paid by, and will be billed to customer.

Collect shipment will be accepted only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. KCI is not responsible for the condition of shipped overs, unless customer has been billed for packing and/or shipping.

The customer retains title to and the insurable interest in its materials. Customer shall obtain its own insurance for loss or damage to its materials. Customer releases, discharges, and holds KCI harmless from any loss or damage to customer's material that is or should have been covered by the insurance to be provided by customer, as provided above. KCI may carry insurance to protect itself against acts of negligence on the part of its employees in the normal course of business. If specific additional

insurance coverage is desired by customer, such coverage must be specified by agreement in writing with KCI and customer shall then provide and pay for such additional coverage by separate insurance or rider. In such instances, the liability of KCI for losses will be limited to the insurance coverage provided.

**9. LABELS:** Labels must be within equipment manufacturers' published specifications for labeling equipment. For paper labels as well as those which are electronically generated, quoted prices assume that label placement will be in the position most advantageous to production speed, or additional charges will be billed.

**10. INSERTING SEQUENCE:** Effort will be made to insert material in the sequence and facing the direction the customer requests, but quoted prices assume the most advantageous production speeds, and specified sequence or facing may result in additional charges being billed.

**11. OVERAGES:** The customer must advise KCI, in advance of the performance of the order, of the disposition of overs (leftover mail pieces). Overs may be returned to the customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at KCI's option and without liability to KCI, material may be automatically destroyed after 60 days if customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated. KCI is not responsible for the condition of shipped overs.

**12. DELIVERY SCHEDULES:** KCI will make reasonable efforts to meet scheduled delivery and mailing date(s), but is not liable for failure to meet any requested delivery dates. In addition, KCI has no control over U.S. Postal Service, United Parcel Service or common carriers' delivery schedules and cannot guarantee when the mail or shipments deposited with or released to these carriers will be delivered. The date which mail or shipments are deposited by KCI with or released to these carriers is the date of delivery for purposes of this contract.

KCI is not responsible or liable due to delays, and all orders are accepted contingent upon, fire, accident, act of God, mechanical breakdown or other causes beyond KCI's control. Since the time element is an integral part of KCI's business, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed upon by both parties at the time the order is placed may alter the quoted price. Late delivery of material may delay the completion date of the order by a greater degree than the actual elapsed time the material is late.

**13. ERRORS IN MAILING:** In the event of an error or mistake by KCI resulting in an erroneous mailing, KCI, at its expense, shall remail that portion of the mailing that was in error, as soon as is reasonably possible after notification in writing by customer of the error or mistake. Notwithstanding KCI's error or mistake, the customer shall pay the postage for all such remailings. The remailing is the exclusive and sole remedy of customer against KCI for such error or mistake, and is in substitution for all other remedies or damages, including loss of business, postage, or other consequential or incidental damages.

**14. DELINQUENT INVOICES:** If customer fails to timely pay KCI, KCI may, at its option, along with all other remedies available to KCI, retain the customer's list or printing or other property until paid in full or sell the customers property and apply the proceeds against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date." After suitable credit has been established, unless otherwise specified in writing by KCI, terms are net with interest as allowed by law applied to delinquent invoices. Customer is responsible for any related collection costs, legal fees and interest.

**15. BROKER/AD AGENCY/RESELLER:** When contracting with an intermediary such as a broker, ad agency or reseller for work on behalf of their customers, the intermediary, as well as the customer is fully responsible to KCI for timely payment of invoices and for related collection costs, legal fees and interest. The intermediary's responsibility for payment to KCI is without regard to whether the intermediary has been paid by its customer for services rendered.

**16. TAXES:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless official proof of the customer's exemption is on file with KCI or such documentation accompanies the order. If, after the customer has paid the invoice, it is determined that more tax is due, the customer shall promptly remit the required taxes to the taxing authority or immediately reimburse KCI for any additional taxes paid by KCI.

**17. SOLE AND EXCLUSIVE REMEDY:** The Sole and exclusive remedy of customer for the breach of this agreement by KCI or any express or implied warranties pertaining to the mailing purchased by customer pursuant to this agreement, shall be remailing as provided in paragraph 13 above. Alternatively KCI may, at its opinion, provide a full refund of the invoice price. Customer shall notify KCI by written notice of any defect in the mailing within the period of 60 days immediately following the mailing. Failure by customer to notify KCI within this 60 day period shall relieve KCI from any liability to customer as a result of the defective mailing. The remedy here provided by KCI as to remailing, shall be customers sole and exclusive remedy and is expressly made in substitution of any and all remedies otherwise provided under the Uniform Commercial Code as enacted in the state of Michigan or any other state or jurisdiction. Under no circumstances shall KCI be liable to customer or any other person for any consequential, incidental, economic, direct, indirect, general or specific damages arising out of any breach of warranty, express or implied, under the agreement.

**18. STATE OF MICHIGAN:** This agreement shall be interpreted in accordance with the laws of, and enforced within the jurisdiction of, the state of Michigan. Any suit against KCI involving this agreement shall be brought in a court of competent jurisdiction within the county of Kent and the state of Michigan.

10A

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

January 31, 2018

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

RECEIVED  
JAN 31 2018  
CITY OF GROSSE PTE. WOODS

RE. Proposed Ordinance Changes to Dog License Ordinance

Dear Honorable Mayor and Council:

The City Administrator and Clerk have asked that I make certain procedural amendments to our ordinances relating to animal licenses. The main reason for these changes is to update and delete the last sentence in Sec. 6.70 which had a six month application component. This doesn't coincide with current licensing procedures.

All new licenses issued would either expire on March 1<sup>st</sup> of each year, or earlier if the rabies vaccination certificate expires before that date.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:gmr  
Enclosure

cc: Bruce Smith  
Lisa Hathaway  
Debbie Reed

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND CHAPTER 6 ANIMALS,  
DIVISION 2 LICENSE TO AMEND THE TIMING OF LICENSE RENEWAL  
AND TO CLARIFY EXPIRATION DATES**

**The City of Grosse Pointe Woods Ordains:**

**Sec. 6.69. Application.**

It shall be the duty of any person owning, possessing or harboring a dog, cat or wild animal to first obtain a license for that purpose, which license shall be obtainable from the city clerk upon application in writing. The application shall state the full name and address of the applicant, and shall contain a statement indicating the breed, sex, age, color and markings of such animal. ~~and the name and address of the last previous owner.~~

**Sec. 6.70. Rabies vaccination required.**

It shall be the duty of any person owning, possessing or harboring a dog, cat or wild animal of the age of four months or older to have such animal immunized against rabies. Each application for a license shall be accompanied by proof of vaccination of the dog, cat or wild animal for rabies with a vaccine licensed by the United States Department of Agriculture, signed by an accredited veterinarian. ~~The expiration of the certificate of vaccination shall not be earlier than six months from the date of application for license for which the dog, cat or wild animal license is issued.~~

**Sec. 6.72. Expiration.**

All licenses issued under the provisions of this article shall either expire on March 1 of each year, or upon expiration of the rabies vaccination certificate, whichever occurs first.

11A



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
CIVIL ENGINEERS • SURVEYORS • ARCHITECTS  
51301 Schoenherr Road, Shelby Township, Michigan 48315  
Phone (586) 726-1234 Fax (586) 726-8780

**Invoice**

December 22, 2017

Project No: 0160-0290-0

Invoice No: 0116460

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

Project 0160-0290-0 GENERAL ENGINEERING

FOR: GENERAL ENGINEERING

Professional Services from November 13, 2017 to December 10, 2017

Professional Personnel

		Hours	Rate	Amount
RESEARCH/REVIEW				
PRINCIPAL ENGINEER				
LOCKWOOD, SCOTT	11/20/2017	1.50	103.00	154.50
Council meeting regarding water rates				
LOCKWOOD, SCOTT	12/6/2017	1.50	103.00	154.50
Meeting to discuss water capital improvements				
SPECIFICATIONS				
LICENSED ENG/SUR/ARC				
MERRILL, LEIGH	11/13/2017	7.30	103.00	751.90
DW AMP				
MERRILL, LEIGH	11/14/2017	7.00	103.00	721.00
DW AMP				
MERRILL, LEIGH	12/4/2017	.50	103.00	51.50
DW AMP				
MERRILL, LEIGH	12/5/2017	.30	103.00	30.90
DW AMP				
MERRILL, LEIGH	12/8/2017	1.50	103.00	154.50
DW AMP				
MAPSET				
GRADUATE ENG/SUR/ARC				
MILLER, JEFFREY	11/21/2017	1.30	83.50	108.55
Creation of Trash Pickup Boundary Map				
Totals		20.90		2,127.35
<b>Total Labor</b>				<b>2,127.35</b>
<b>Total this Invoice</b>				<b>\$2,127.35</b>

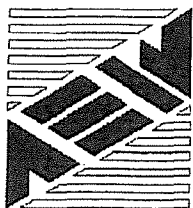
PO 44041

# 101 441 818.000 \$108.55

# 592 532 818.000 \$2018.80

*CPH*  
2/5/18

Please include the project number and invoice number on your check.



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
CIVIL ENGINEERS • SURVEYORS • ARCHITECTS  
51301 Schoenherr Road, Shelby Township, Michigan 48315  
Phone (586) 726-1234 Fax (586) 726-8780

**Invoice**

December 20, 2017

Project No: 0160-0364-0

Invoice No: 0116400

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

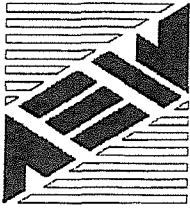
Project 0160-0364-0 SAW GRANT-WASTEWATER ASSET MGT PLAN  
Professional Services from November 13, 2017 to December 10, 2017  
Professional Personnel

		Hours	Rate	Amount
RESEARCH/REVIEW				
PRINCIPAL ENGINEER				
LOCKWOOD, SCOTT	11/13/2017	1.00	103.00	103.00
Project scheduling, disbursement requests				
LOCKWOOD, SCOTT	11/14/2017	.80	103.00	82.40
LOCKWOOD, SCOTT	11/16/2017	.50	103.00	51.50
GIS Plans and updates				
LOCKWOOD, SCOTT	11/20/2017	1.00	103.00	103.00
Asset management				
LOCKWOOD, SCOTT	11/28/2017	1.00	103.00	103.00
Project scope considerations				
LOCKWOOD, SCOTT	12/6/2017	1.50	103.00	154.50
Contract work limits and process				
PRINTS				
ENGINEERING AIDE II				
LEIDEKER, RONDA	12/6/2017	.20	62.00	12.40
Prints				
ENGINEERING AIDE TRAINEE				
ANKAWI, MICHELLE	12/7/2017	.30	40.50	12.15
Print Plans				
GRZADZINSKI, SARAH	12/6/2017	.20	40.50	8.10
Printing set				
KAERLE, KATHLEEN	11/27/2017	.80	40.50	32.40
Books				
CONTRACT ADMINISTRATION				
GRADUATE ENG/SUR/ARC				
MARCUS, PATRICK	11/27/2017	2.00	83.50	167.00
Check updated contract book and have copies made and checked				
MARCUS, PATRICK	12/5/2017	3.00	83.50	250.50
Update post bid work schedule and create add-on estimate				
MARCUS, PATRICK	12/6/2017	5.00	83.50	417.50
Update post bid work schedule, create estimate, check updated prints with updated work schedule, create pre-con notice and send out, prepare necessary materials for pre-con meeting				
MARCUS, PATRICK	12/8/2017	2.00	83.50	167.00
Check final set of prints				
TEAM LEADER				
VARICALLI, FRANK	11/15/2017	.50	83.50	41.75
Prep loc list for add-on work				

Please include the project number and invoice number on your check.

PO 43940  
#92 537 975-004  
11/18  
ABH

Project	0160-0364-0	SAW GRANT-WASTEWATER ASSET MGT PLAN			Invoice	0116400
	VARICALLI, FRANK	11/17/2017	.50	83.50	41.75	
	VARICALLI, FRANK	12/5/2017	2.00	83.50	167.00	
	Setup precon, review plans for add-on work					
	VARICALLI, FRANK	12/6/2017	1.00	83.50	83.50	
	VARICALLI, FRANK	12/7/2017	2.00	83.50	167.00	
	VARICALLI, FRANK	12/8/2017	1.00	83.50	83.50	
REVISIONS						
	ENGINEERING AIDE III					
	SVOBODA, JOSEPH	12/6/2017	2.50	70.00	175.00	
	Map and work schedule revisions based on Pat's comments					
	SVOBODA, JOSEPH	12/7/2017	1.40	70.00	98.00	
	Map and work schedule revisions based on Pat's comments					
	SVOBODA, JOSEPH	12/8/2017	3.90	70.00	273.00	
	Map and work schedule revisions based on Pat's comments					
	Totals		34.10		2,794.95	
	Total Labor					2,794.95
	Total this Invoice					\$2,794.95



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
CIVIL ENGINEERS • SURVEYORS • ARCHITECTS  
51301 Schoenherr Road, Shelby Township, Michigan 48315  
Phone (586) 726-1234 Fax (586) 726-8780

**Invoice**

December 20, 2017

Project No: 0160-0376-2

Invoice No: 0116401

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

Project 0160-0376-2 GAS MAIN CONSTRUCTION OVERSIGHT

**Professional Services from November 13, 2017 to December 10, 2017**

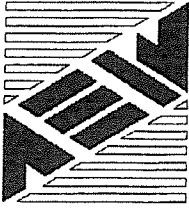
**Professional Personnel**

		Hours	Rate	Amount
<b>RESEARCH/REVIEW</b>				
PRINCIPAL ENGINEER				
LOCKWOOD, SCOTT	11/20/2017	.30	103.00	30.90
LOCKWOOD, SCOTT	12/6/2017	1.50	103.00	154.50
Progress meeting, minutes and field review				
<b>CONTRACT ADMINISTRATION</b>				
ENGINEERING AIDE III				
DEDENBACH, LYNN	12/7/2017	.50	70.00	35.00
Filing				
Totals			2.30	220.40
<b>Total Labor</b>				<b>220.40</b>

<b>Billing Limits</b>	<b>Current</b>	<b>Prior</b>	<b>To-Date</b>
Total Billings	220.40	128,657.55	128,877.95
Limit			140,000.00
Remaining			11,122.05

**Total this invoice \$220.40**

PD 44119  
#101000285530  
C. Behrens  
2/5/2018



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
CIVIL ENGINEERS • SURVEYORS • ARCHITECTS  
51301 Schoenherr Road, Shelby Township, Michigan 48315  
Phone (586) 726-1234 Fax (586) 726-8780

**Invoice**

December 22, 2017

Project No: 0160-0394-0

Invoice No: 0116462

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

Project 0160-0394-0 2017-2018 GIS MAINTENANCE

FOR: GIS PORTAL & MOBILE APP SETUP AND PREP FOR TRAINING

Professional Services from November 13, 2017 to December 10, 2017

Professional Personnel

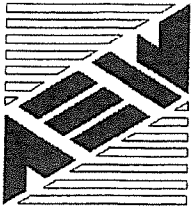
	Hours	Rate	Amount	
DATABASE				
GRADUATE ENG/SUR/ARC				
MILLER, JEFFREY 12/5/2017	3.00	83.50	250.50	
Setup of training materials				
MILLER, JEFFREY 12/9/2017	2.50	83.50	208.75	
Revisions to Portal Map and Mobile App for Training session				
Totals	5.50		459.25	
Total Labor				459.25
Billing Limits	Current	Prior	To-Date	
Total Billings	459.25	4,000.20	4,459.45	
Limit			21,000.00	
Remaining			16,540.55	
			Total this Invoice	\$459.25

PO 44040

592.537.977.000

CBellevue

2/3/18



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
CIVIL ENGINEERS • SURVEYORS • ARCHITECTS  
51301 Schoenherr Road, Shelby Township, Michigan 48315  
Phone (586) 726-1234 Fax (586) 726-8780

**Invoice**

December 18, 2017

Project No: 0160-0395-0

Invoice No: 0116239

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

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 November 13, 2017 to December 10, 2017

Phase 01 CONTRACT DOCUMENTS

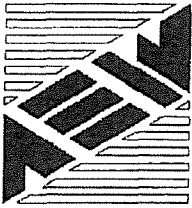
**Fee**

Total Fee	72,000.00		
Percent Complete	20.00	Total Earned	14,400.00
		Previous Fee Billing	2,500.00
		Current Fee Billing	11,900.00
		<b>Total Fee</b>	<b>11,900.00</b>
		<b>Total this Phase</b>	<b>\$11,900.00</b>
		<b>Total this Invoice</b>	<b>\$11,900.00</b>

# 402902977.103

*C. B. B. B.*

2/5/2018



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
CIVIL ENGINEERS • SURVEYORS • ARCHITECTS  
51301 Schoenherr Road, Shelby Township, Michigan 48315  
Phone (586) 726-1234 Fax (586) 726-8780

**Invoice**

December 18, 2017  
Project No: 0160-0397-0  
Invoice No: 0116240

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

Project 0160-0397-0 PUBLIC SAFETY IMPROVEMENTS  
FOR: LAYOUTS & MEETINGS TO REVIEW, PLAN REVISIONS AND PREPARE PRELIMINARY DESIGN DOCUMENTS  
Professional Services from November 13, 2017 to December 10, 2017  
Fee

Total Fee	23,000.00		
Percent Complete	20.00	Total Earned	4,600.00
		Previous Fee Billing	2,300.00
		Current Fee Billing	2,300.00
		<b>Total Fee</b>	<b>2,300.00</b>
		<b>Total this Invoice</b>	<b>\$2,300.00</b>

PO 17-44449

401.451.974.201

Municipal Improvement - Engineering fee

C. Behrens  
2/5/2018



ALL INVOICES  
MUST BE BILLED AND MAILED TO:  
ACCOUNTS PAYABLE



CITY OF GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE  
GROSSE POINTE WOODS, MI 48236  
Phone: 313-343-2440 Fax: 343-343-2785

## PURCHASE ORDER

Order Date:

PO Number: **17-44449**

**THIS NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPERS,  
PACKING SLIPS AND PACKAGES**

Payment Terms: Net 30 Days

Tax Exempt #: 38-6007179

Buyer Name

Buyer Phone/Email

### TO:

ANDERSON ECKSTEIN  
AND WESTRICK INC 51301 SCHOENHERR RD  
SHELBY TWP, MI 48315

### SHIP TO:

CITY OF GROSSE POINTE WOODS  
20025 MACK PLAZA DR  
GROSSE POINTE WOODS, MI 48236  
CONTACT PHONE: (313) 343-2604

QTY	Unit	Description	Unit Price	Amount	Account Number
1.00	EACH	ENGINEERING SERVICES FOR LOCK-UP AREA	23,000.00	23,000.00	401-451-974.201

Total:

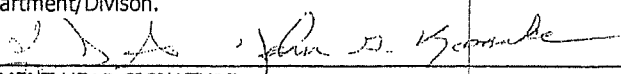
\$23,000.00

## NOTE TO VENDORS

IN ACCEPTING THIS ORDER THE  
VENDOR IS SUBJECT TO ALL OF THE  
TERMS AND CONDITIONS AS  
STATED HEREIN AND ON THE  
REVERSE SIDE OF THIS ORDER.

### DEPARTMENT CERTIFICATION:

I hereby certify that the above items are necessary for the proper operation of this Department/Division.


  
DEPARTMENT HEAD SIGNATURE

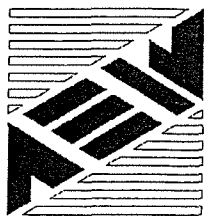
### FUND CERTIFICATION:

I hereby certify that unencumbered funds are available for the above purchase.

  
TREASURER/COMPTROLLER SIGNATURE

### APPROVED:

  
CITY ADMINISTRATOR SIGNATURE

**ANDERSON, ECKSTEIN AND WESTRICK, INC.**

CIVIL ENGINEERS • SURVEYORS • ARCHITECTS

51301 Schoenherr Road, Shelby Township, Michigan 48315

Phone (586) 726-1234 Fax (586) 726-8780

**Invoice**

December 7, 2017

Project No: 0160-0290-0

Invoice No: 0116194

CITY OF GROSSE POINTE WOODS  
ACCOUNTS PAYABLE  
20025 MACK AVENUE  
GROSSE POINTE WOOD, MI 48236-2397

Project 0160-0290-0 GENERAL ENGINEERING

FOR: GENERAL ENGINEERING

**Professional Services from October 16, 2017 to November 12, 2017****Professional Personnel**

	Hours	Rate	Amount	
RESEARCH/REVIEW				
PRINCIPAL ENGINEER				
LOCKWOOD, SCOTT	4.00	103.00	412.00	dpw
Road meeting with COW				
LOCKWOOD, SCOTT	1.00	103.00	103.00	city hall - AV
Discuss elevator feasibility with COW				elevator
LOCKWOOD, SCOTT	1.50	103.00	154.50	water
Lakefront Park Drainage field meeting				
LOCKWOOD, SCOTT	2.00	103.00	206.00	Escrow Acct-G.T.
University Liggett Plan review				
LOCKWOOD, SCOTT	2.00	103.00	206.00	dpw
Update Road Inventory for COW				
SENIOR PROJECT ENGINEER				
VIGNERON, MICHAEL	.50	103.00	51.50	water
Review Water Inventory with LCM				
SPECIFICATIONS				
LICENSED ENG/SUR/ARC				
MERRILL, LEIGH	.50	103.00	51.50	water
Drinking Water AMP				
MERRILL, LEIGH	20.30	103.00	2,090.90	water
Drinking Water AMP				
ARCHITECT				
SENIOR PROJECT ARCHITECT				
ARLOW, JASON	1.50	103.00	154.50	city hall - AV
Locate old files elevator, review plan, estimate, boiler fee				elevator
ARLOW, JASON	.50	103.00	51.50	city hall
Update elev. plan				"
DATABASE				
GRADUATE ENG/SUR/ARC				
MILLER, JEFFREY	5.80	83.50	484.30	water
Data prep for GPW AMP (asst mgmt plan)				
MAPSET				
ENGINEERING AIDE III				
SVOBODA, JOSEPH	.50	70.00	35.00	dpw
Updated Pavement Repair Inventory map				

Please include the project number and invoice number on your check.

Project	0160-0290-0	GENERAL ENGINEERING	Invoice	0116194
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GIS UPDATES

ENGINEERING AIDE III

DOURJALIAN, ANDREW

Created WM Map

Totals

Total Labor

4.00

70.00

280.00

water

44.10

4,280.70

4,280.70

Total this Invoice

\$4,280.70

P.O. 44041

#101441818.000 \$653.00

#101444818.000 \$309.00 (Ch)

#592537818.000 \$3112.70

OK- FS

Chhres 2/1/2018

NO P.O. \$206.00

Liggett Plan from  
escrow acct - per G. Tutag



**Plante & Moran, PLLC**  
1098 Woodward Avenue  
Detroit, MI 48226-1906  
Tel: 313.496.7200  
Fax: 313.496.7201

## INVOICE

City of Grosse Pointe Woods  
20025 Mack Plaza Drive  
Grosse Pte. Woods, MI 48236

Date: December 21, 2017  
Client No: 64954  
Invoice No: 1498895  
Page: 1

### For Professional Services Rendered

Final bill for services rendered in connection with the June 30, 2017 financial statement audit engagement: 10,000.00

City of Grosse Pointe Woods

Municipal Court 1,000.00

Accounting services provided related to the following (70 hours): 7,850.00

Review of the retiree healthcare actuarial reports and discussions with the actuary regarding the assumptions and overall calculation. Preparation of a list of required changes to the reports and continued discussions with the actuary. Review of the final actuarial reports and preparation of the new disclosures required by GASB 74.

Assistance with the review of the Great Lakes Water Authority billings and calculation of the liability for unbilled water.

Review and reconciliation of delinquent property taxes including assistance with recording receivables, allowances, revenue, and deferred inflows.

Assistance with various year-end closing journal entries and year-end reports

**Balance Due** \$ 18,850.00 USD

### Remittance information:

#### Check:

Plante & Moran, PLLC  
16060 Collections Center Drive  
Chicago, IL 60693

#### Wire Transfer:

Bank  
Routing/ABA#  
Bank Address  
Account Number  
Account Name

Bank of America  
026009593  
100 West 33rd Street  
New York, NY 10001  
9890996003  
Plante & Moran, PLLC

#### ACH:

Bank of America  
071000039  
100 West 33rd Street  
New York, NY 10001  
9890996003  
Plante & Moran, PLLC



11C

**DON R. BERSCHBACK**  
ATTORNEY AND COUNSELOR AT LAW  
24053 JEFFERSON AVENUE  
ST. CLAIR SHORES, MICHIGAN 48080-1530

(588) 777-0400  
FAX (588) 777-0430  
E-MAIL donberschback@yahoo.com  
January 31, 2018

OF COUNSEL  
CHARLES T. BERSCHBACK

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

RECEIVED  
FEB -1 2018  
CITY OF GROSSE PTE. WOODS

RE: January 2018 Billing - DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
01.02.18	Review of Court files (.50); FOIA (.25); file review of current matters and follow up (1.00)	1.75
01.03.18	Municipal Court (3.00); work on disposable system contract and agreements (.50)	3.50
01.05.18	Work on outside litigation cases, TCs with department heads (1.00)	1.00
01.08.18	Review of weekend packet and follow up (.75); CC meeting (.50)	1.25
01.10.18	Ordinance work (.50); review of construction contract (.50); work on changes to employee handbook (.50);	1.50
01.11.18	TC with Treasurer Comptroller and beginning review of revisions to employee handbook (1.00)	1.00
01.12.18	Work on litigation files (.25)	0.25
01.16.18	Work on handbook issues, ordinance, CC and COW matters (1.50)	1.50
01.17.18	Municipal Court (1.75); meetings with BS and CB and follow up (1.00); warrant reviews (.50); meeting with Director Kosanke (.25)	3.50
01.18.18	Warrants (.25); emails, letter correspondence and miscellaneous TCs (1.00)	1.25
01.19.18	Review of Court files (.50)	0.50
01.22.18	Review of weekend packet, CC and COW matters (.75); attendance at CC and COW meetings and necessary follow up (2.50)	3.25
01.24.18	Municipal Court (2.00); meeting with BS on personnel matters and agreement regarding SEMSD Agreement (1.00)	3.00
01.26.18	Performance review work (.50)	0.50
01.29.18	Review of weekend packet and TCs re. DPW matters (.75); attendance at COW meeting (2.50)	3.25
01.30.18	Work on CC and COW matters, TCs and emails (1.00);	1.00

DRB = 28.00 hours x \$170.00

TOTAL: \$ 4,760.00

**Breakdown**

General	20.25 hours
Municipal Court	7.75 hours
Bldg/Planning Comm.	0 hours
MTT	0 hours

TC - Telephone

CTB - Charles T. Berschback

DRB - Don R. Berschback

BS - Bruce Smith

GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority

SEMSD - Southeast Macomb Sanitary District

LKH - Lisa K. Hathaway

CC - City Council

PC - Planning Commission

FS - Frank Schulte

GT - Gene Tutag

CB - Cathrene Behrens

CEW-Conference of Eastern Wayne

LFP - Lakefront Park

MTT - Michigan Tax Tribunal

**CHARLES T. BERSCHBACK**

ATTORNEY AT LAW

24083 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1830

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK

OF COUNSEL

January 31, 2018

FEB -1 2018

CITY OF GROSSE PTE. WOODS

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

**RE: January Billing/ CTB Only**

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
1.3.18	Municipal Court docket (1.50); calls and emails finalizing Martel (.25)	1.75
1.5.18	TCs GT, LH, CB, review of misc. emails (.25); calls on nuisance properties (.25)	0.50
1.6.18	Emails regarding Hawthorne; email on Martel lien to Workers Comp Benefit rep (.25)	0.25
1.8.18	TC GT, pending nuisance matters, call with homeowner (.25)	0.25
1.9.18	Attendance in Wayne County on Hawthorne, all follow up calls and prep of Order for partial repairs and trial date (4.00)	4.00
1.10.18	Calls, emails on Municipal Court cases (.25)	0.25
1.11.18	TC BN on COW issues (.50); work on Hawthorne case; TCs GT, BS (.50)	1.00
1.17.18	Municipal Court a.m. docket and follow up (2.25); TC GT, email NB on Tennis Agreement (.25)	2.50
1.18.18	Initial review of dog license proposal and call with LH (.25); letters to M/C on Vape ordinance and regulated business ordinance and work on ordinances (1.00); review of OWI discovery records for MC (.25)	1.50
1.22.18	TC GT, TCs Municipal Court cases (.25)	0.25
1.23.18	Letter to Hawthorne residents; TC GT and contractor (.50); TCs Hunt Club TT case, TC CB (.25); emails and calls on Milk River escrow agreement (.50)	1.25
1.24.18	Attendance at MC; follow up meetings, calls on agenda items, continued work on Hawthorne file (2.25); review of METRO Act pending file (.25)	2.50

1.25.18	Work on METRO Act, letter to M/C (.25); file review; TCs TT Hunt Club (.50); TC CB, review of parking ordinances (.25)	1.00
1.26.18	TC Public Safety, review of record issue, TC LH, review of license issue (.25)	0.25
1.29.18	TCs GT, Review of Liggett file (.50); TC FS, Review of DEQ cross connection issue (.75)	1.25
1.30.18	TCs on Hawthorne, email (.25)	0.25
1.31.18	TC LH, BS, Amendment to Animal Ordinance, letter to M/C (.50); review of River TT discovery order and TC Hallahan (.25)	0.75

CTB = 19.50 hours at \$150.00 per hour \$2,925.00

**TOTAL DUE:** \$2,925.00

TC - Telephone	GT - Gene Tutag	M/C - Mayor and Council
BS - Bruce Smith	LH - Lisa Hathaway	Det. Bur. - Detective Bureau
RL - Rumph litigation	CB - Cathrene Behrens	ED - Eric Dunlap
PC - Planning Commission	TT - Tax Tribunal	

**Breakdown**

General	11.75 Hours
Municipal Court	6.75 Hours
Building/Planning Commission	0.00 Hours
Tax Tribunal	1.00 Hours