

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Special City Council Meeting Agenda
Monday, November 11, 2013
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. SWEARING-IN
 - A. Mayor
 1. Robert E. Novitke
 - B. Council Members
 1. Vicki Granger
 2. Kevin Ketels
 3. Todd McConaghy
7. MINUTES
 - A. Committee-of-the-Whole 10/28/13, w/recommendation
 1. Stormwater, Asset Management, and Wastewater (SAW) Grant
 - a. Memo 11/06/13 – City Administrator
 - b. Resolution Authorizing the SAW Grant Agreement (Wayne County)
 - c. Email 11/07/13 – City Engineer/Kelly Hoffman – State of Michigan
8. COMMUNICATIONS
 - A. Adoption of the “Rules of Order and Procedure of the Common Council”
 1. Rules of Order Rev. 11/14/11
 - B. Election of Mayor Pro-Tem (Council)
9. BIDS/PROPOSALS/
CONTRACTS
 - A. Roof Replacement – Lake Front Park Bath House
 1. Memo 11/06/13 – Director of Public Services
 - B. Emergency Roof Replacement – Lake Front Park Activities Building
 1. Memo 11/06/13 – Director of Public Services
 2. Estimate 11/04/13 – Regal Construction, Inc.

10. NEW BUSINESS/
PUBLIC COMMENT

11. ADJOURNMENT

Lisa Kay Hathaway, 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.

7A

COMMITTEE-OF-THE-WHOLE
10-28-13 - 52

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 28, 2013, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler

ABSENT: None

ALSO PRESENT: City Administrator Fincham
Treasurer/Comptroller Irby
City Clerk Hathaway

Also in attendance:
Sandra Rodwan, Rodwan Consulting

Mayor Novitke called the meeting to order at 7:33 p.m.

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

Motion carried by the following vote:

Yes: Bryant, Granger, Ketels, Koester, McConaghy, Novitke, Shetler

No: None

Absent: None

The first item on tonight's agenda was regarding the **defined contribution plan**. Sandra Rodwan, Rodwan Consulting, distributed and provided an overview of her memo dated September 8, 2013. Discussion ensued regarding possibly closing the plan to new hires, and to evaluate moving from an amortization based on level percent of payroll to level dollar. She stated the expectation is that liabilities will decrease based on 80 active employees and 97 retirees, explaining that until active employees retire, the liability continues to increase.

A concern with closing the plan is that unfunded liability will continue to accrue. If the City were to close the plan and move to level dollar, the amortization becomes less beginning in 2022. Additionally, the City will then be funding the Defined Benefit Plan, the Defined Contribution Plan, and unfunded liability. Initially the City will pay more than the City is paying now, in addition to a newly established fund to provide for new employees.

There was a consensus of the Committee to continue to monitor the plan, that this item remain on the Committee-of-the-Whole and be brought back in January 2015, and that administration provide information regarding what other communities are doing and how their plans are working.

The Chair declared a recess at 8:40 p.m., and reconvened at 8:51 p.m.

City Engineer Lockwood and Director of Public Works Ahee were now in attendance.

The next item discussed was regarding **Stormwater Asset Management & Wastewater (SAW) Grant**. The City Engineer provided an overview. The Mayor asked if the grant is received, whether the City is obligated to do the work. The City Engineer explained that if we take the dollars, and then identify a critical problem, we must use City money to take care of it. The grant is for \$1,100,000 with \$100,000 being the City's portion. The City would be required to put together an asset management plan, and the existing project plan will have already gotten some of the work done. The City's \$100,000 portion would come from the City's water/sewer fund; funds used for additional dollars needed for any critical problems identified would depend on whether work required is storm sewer or sanitary sewer related. Applications will be awarded in April. The City can back out of the grant if funds are not disbursed to the City. The City Administrator stated he has concerns with some of the lines never having been televised and with the condition of the Torrey Road pump station. The Treasurer/Comptroller recommends authorizing the application for the whole project.

Motion by Bryant, seconded by Shetler, that the Committee-of-the-Whole recommend that City Council authorize the City Engineer to make application to the DEQ Michigan Finance Authority for the Stormwater, Asset Management, and Wastewater (SAW) Grant, contingent upon receiving written verification that we would be under no obligation if it is approved.

Motion carried by the following vote:

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

Under New Business:

- The City Administrator reported Lanzo is performing the City's re-lining (sectional liner) project. Complaints have been received over many months, which have included flooded commercial businesses, failure to receive proper notices such as water shut-offs, and completed work not meeting required standards. Anderson, Eckstein & Westrick (AEW) met with Lanzo representatives. AEW wants to remove them from the project and bring in another contractor, Liquiforce, which is available to do the work at the same cost. Lanzo is agreeable to being removed. This item is to be placed on the November 11, 2013, Council agenda.

Motion by Granger, seconded by Ketels, that the meeting of the Committee-of-the-Whole be adjourned at 9:59 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk



CITY OF GROSSE POINTE WOODS MEMORANDUM

RECEIVED
NOV - 7 2013
CITY OF GROSSE PTE. WOODS

Date: November 6, 2013
To: Mayor and Council
From: Al Fincham, City Administrator AF
Subject: Storm Water, Asset Management, and Wastewater (SAW Grant) Program Recommendation

At a recent Committee of the Whole meeting, our engineering firm representative, Mr. Scott Lockwood of Anderson, Eckstein and Westrick (AEW), discussed new legislation establishing grants for developing a Storm Water Asset Management Plan. This plan includes sewage collection and treatment with additional funding available through State-funded loans to construct projects identified once a plan was developed.

Grants have \$2M cap per community. The first million has a 10-percent local match; second million has 25-percent local match. The local match is not eligible for loan assistance. Funds are awarded to grant and loan recipients on a first come, first served basis. Applications will be accepted starting December 2, 2013 for the grant program. If approved, an application would be submitted for the grant requiring a 10% local match or \$100,000. If the City is awarded the grant but chooses to pass on the grant this year, we will not remain on the list for consideration in following years. If the City is awarded the grant and enters into an agreement, but later decides not to proceed and does not make a disbursement request, the City is not liable to pay anything.

An asset management plan will allow the City to conduct a proper inventory of our sewer systems in order to prioritize and outline our efforts to maintain and sustain the sewer system. This plan would include an investigation of the City's storm sewer system and larger sewers (trunk lines) not included in previous S2 grant projects and also include the following

- Manhole and catch basin inspections
- Televiser and clean City owned storm sewers
- Televiser and clean large combined sewers not included in the previous S2 projects
- Update our GIS maps
- Evaluate the Torrey Road Pump Station including emergency backup power
- Rate the condition of each sewer asset
- Determine a Revenue Structure for short and long term repair, replacement and maintenance of the sewer system
- Develop a long term Capital Improvement Plan
- Once the plan is completed, the City will have a complete asset inventory of the sewer system

Attachments

**Please Use the Attached Resolution “As Is”
(Do Not Substitute Your Own Form)**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

City of Grosse Pointe Woods
County of Wayne

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of Grosse Pointe Woods County of Wayne, State of Michigan, (the "Municipality") held on _____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution, seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (*select one or more*)
☒ establish an asset management plan, ☐ establish a stormwater management plan, ☐ establish a plan for wastewater/stormwater, ☐ establish a design of wastewater/stormwater, ☐ pursue innovative technology, or ☐ initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed One Million Dollars (\$1,000,000) ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City Administrator (*title of the designee's position*), a position currently held by Alfred Fincham (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.

2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.

4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name _____ of _____, Clerk
_____ of _____ County of _____



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative _____

Address _____

Address _____

Telephone number _____

E-mail address _____

GRANT INFORMATION:

Project Name: _____

Project #: _____

Amount of Grant: \$ _____

Amount of Match \$ _____

Project Total \$ _____ (grant plus match)

Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title _____

Address _____

Address _____

Telephone number _____

E-mail address _____

AUTHORITY REPRESENTATIVE:

Name/Title _____

Address _____

Address _____

Telephone number _____

E-mail address _____

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

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- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAW Grant Program

Project No. _____

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____ ; _____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Lisa Hathaway

From: Scott Lockwood [slockwood@aeawinc.com]
Sent: Thursday, November 07, 2013 2:54 PM
To: Lisa Hathaway
Subject: FW: SAW Grant Questions

Scott Lockwood, PE
Executive Vice President

Anderson, Eckstein, and Westrick, Inc.
51301 Schoenherr Road, Shelby Twp., MI 48315
Phone: 586-726-1234 Fax No: 586-726-8780
E-mail: slockwood@aeawinc.com

Engineering Strong Communities

 Please consider the environment before printing this email.

From: Hoffman, Kelly (DEQ) [mailto:HOFFMANK@michigan.gov]
Sent: Thursday, October 31, 2013 11:12 AM
To: Scott Lockwood
Subject: RE: SAW Grant Questions

See below.

Kelly Hoffman
***517.284.5409* NEW**

From: Scott Lockwood [mailto:slockwood@aeawinc.com]
Sent: Thursday, October 31, 2013 9:17 AM
To: Hoffman, Kelly (DEQ)
Cc: Kyle Seidel
Subject: RE: SAW Grant Questions

Kelly,

Thank you for the answers provided below. The following is a bit of a reiteration, but I just want to be sure because one of my clients has asked for these questions specifically to be answered in writing by the MDEQ :

1. If the community is awarded a SAW grant and enters into an agreement, but later decides not to proceed, are they liable to pay MDEQ anything if they do not make a disbursement request? **No.**
2. If the community is awarded but opts to pass on the grant this year, will the community remain on the list for consideration in following years? **No.**

Thanks for your assistance,

Scott Lockwood, PE
Executive Vice President

Anderson, Eckstein, and Westrick, Inc.

51301 Schoenherr Road, Shelby Twp., MI 48315
Phone: 586-726-1234 Fax No: 586-726-8780
E-mail: slockwood@aeawinc.com

Engineering Strong Communities

 Please consider the environment before printing this email.

From: Kyle Seidel
Sent: Thursday, October 31, 2013 9:05 AM
To: Scott Lockwood
Subject: FW: SAW Grant Questions

See answer to items one and two below regarding backing out of the SAW agreement.

Kyle M. Seidel, PE

Anderson, Eckstein, and Westrick, Inc.
Phone: 586-726-1234
www.aewinc.com

From: Hoffman, Kelly (DEQ) [<mailto:HOFFMANK@michigan.gov>]
Sent: Tuesday, October 15, 2013 2:20 PM
To: Kyle Seidel
Cc: Schneider, Robert (DEQ)
Subject: FW: SAW Grant Questions

Hi Kyle,

Below in red are answers to your questions, hope this helps let me know if there is anything else.

Kelly Hoffman, Chief
West Unit
Revolving Loan Section
ODWMA-DEQ
NEW 517.284.5409

From: Schneider, Robert (DEQ)
Sent: Monday, October 14, 2013 8:20 AM
To: Hoffman, Kelly (DEQ)
Subject: FW: SAW Grant Questions

Forwarding this to you ☺

From: Kyle Seidel [<mailto:kseidel@aeawinc.com>]
Sent: Friday, October 11, 2013 1:34 PM
To: Schneider, Robert (DEQ)
Cc: John Chown; Lyle Winn
Subject: SAW Grant Questions

Bob-

The following are several other questions we have regarding the SAW Grant Applications:

1. If the grant applicant is successful and receives the grant, we understand that a grant agreement will be sent by the MDEQ and must be executed by the applicant before proceeding or expending any funds. Is there any consequence if the applicant refuses to enter into the agreement, thereby withdrawing the Grant application?

No

2. If an applicant enters into the grant agreement, but later decides to stop all activities associated with the grant, is there any consequence to the applicant other than repayment of the funds reimbursed (plus interest) from the grant? *If money is drawn they will need to repay that money plus interest. If no money is drawn we need a letter stating they no longer wish to pursue the grant. I cannot speak for NPDES related activities however.*

3. Is there any further direction we can receive on what qualifies or does not qualify as "implementation" of a storm water AMP?

For example: If a the AMP identifies that \$200,000 annually must be spent to improve or maintain a defined level of service, but the community can only budget \$10,000 annually and no other funding sources are available, does the annual expenditure of \$10,000 toward asset management qualify as implementing the plan? There are numerous examples we could develop relating to implementation, we just need to get some guidance on what is deemed acceptable for implementation. *The SAW legislation states the SWAMP must be implemented, we are interpreting this as the applicant must certify they will carry-out and maintain the asset management plan. As it stands now, the DEQ does not regulate stormwater unless the community falls under the MS4 permit program. We will not be asking to review or approve the stormwater asset management plans*

Kyle M. Seidel, PE
Senior Project Engineer

Anderson, Eckstein, and Westrick, Inc.
51301 Schoenherr Road, Shelby Twp., MI 48315
Phone: 586-726-1234 Fax No: 586-726-8780
E-mail: kseidel@aeawinc.com

Engineering Strong Communities
www.aewinc.com

(8A)

RULES OF ORDER AND PROCEDURE
FOR THE
COMMON COUNCIL
GROSSE POINTE WOODS, MICHIGAN

Adopted by Council 11/14/11

1. The Mayor, or in his/her absence or direction, the Mayor Pro Tem shall at the fixed time take the Chair for the convening of the City Council to order. Upon the appearance of a quorum, the Council shall be in session.
2. The business of all regular meetings shall be transacted, so far as possible, in the following order:
 - Roll Call
 - Pledge of Allegiance
 - Approval of Minutes
 - Public Hearings
 - Communications
 - Proclamations
 - Resolutions
 - Ordinances
 - Claims and Accounts
 - New Business
3. The Presiding Officer shall preserve order and decorum and shall speak to points of order giving preference to other members. The Presiding Officer shall decide questions of order subject to appeal to the City Council, which appeal must be duly moved and seconded, and sustained by a majority vote of the Council present.
4. Before any member of the Council, officers, or persons in the audience may address the Council, permission to do so must be obtained from the Presiding Officer; and provided that any person having the floor shall not be interrupted unless ruled out of order by the Presiding Officer.
5. All petitions and communications shall be properly signed and filed with the Clerk.
6. All reports to the Council shall be in writing, except such as may be made orally at the request of the Council.
7. Upon request of a majority of the members of the Council present, any question properly before the Council shall be put to vote; such request for a vote shall be acted upon immediately without further discussion of the subject, and shall

thereupon bring the question to a direct vote upon a motion to table, a motion to refer, a motion to amend, or upon the main question in the order named.

8. The Clerk shall prepare an Agenda of all matters which will be considered at each meeting, which Agenda shall be distributed among the Mayor and Council members at least forty-eight (48) hours prior to the time of holding the meeting. Any matter not on the Agenda shall not be addressed without the unanimous consent of the members of the Council present at such meeting. (As amended by Council 11/09/09)
9. At the request of a Council member, any question shall be divided if such question, in the opinion of the Presiding Officer, is subject to division and shall be submitted as divided.
10. No motion or proposition different from that under consideration shall be admitted under cover of amendment; provided, that a substitute motion may be submitted to cover the same subject matter and, if carried, shall result in determining the original motion out of order.
11. No motion shall be debated or put to a vote unless the same shall have been seconded.
12. A motion to reconsider any vote upon any question shall be in order at the following meeting of the Council; provided, that a member of the prevailing side intending to move to reconsider shall file a notice in writing of his/her intention to do so with the City Clerk within twenty-four (24) hours after the action to be reconsidered was taken. The same number of votes shall be required to reconsider any action of the Council as is required to adopt the same.
13. No Council member shall vote on any question in which he/she has a financial interest, other than the common public interest, or on any question concerning his/her own conduct, but on all other questions each member who is present shall vote when his/her name is called unless excused by unanimous consent of the remaining members present. Any member refusing to vote except when not so required by this paragraph shall be guilty of misconduct in office.
14. When any question is under debate no motion shall be received except the following, and in the order named:

Motion to adjourn
Motion to table
Motion for the question
Motion to refer
Motion to amend
Substitute motion

15. A motion to adjourn shall always be in order except when a vote is being taken or when a member of the Council has the floor. A motion to adjourn or to table shall be decided without debate.
16. Special Meetings shall be called by the City Clerk upon the written request of the Mayor, City Administrator, or any two members of the Council on at least twenty-four (24) hours written notice to each member of the Council, served personally or left at his/her usual place of residence; provided, that a Special Meeting may be held on shorter notice if all members are present or have waived notice in writing. No business shall be transacted at any Special Meeting of the Council unless the same is stated in the notice of such meeting. Any other matter may be transacted at a Special Meeting if all members of the Council present consent thereto and all members absent file their written consent thereto.
17. These Rules of Order may be amended or altered by a majority vote of the Council. (As amended by Council 11/14/11)
18. The Council, by a majority affirmative vote of the Council, may suspend the operation of any one of the aforementioned rules for a single session.
19. Whenever reference is made in these Rules to the Council, such reference shall apply to the entire Council, including the Mayor. In all other instances reference to Council or City Council shall apply to a quorum thereof. (As amended by Council 11/14/11)
20. Making of remarks by Council members shall be preceded by asking permission of the Mayor or Mayor Pro Tem in the absence of the Mayor. (As amended by Council 11/09/09)
21. Open discussion of any question is not to be engaged in unless such open discussion is so declared by the Mayor.
22. Levity or humor is not to be injected into any public Council session.
23. Council members are to speak in normal tones of voice at all times and strict dignity is to be maintained.
24. Council members at all times are to refrain from speaking about or to other Council members, Administration, or to citizens in the audience in a disparaging manner. (As amended by Council 11/09/09)
25. All remarks or analysis by Council members are to be as brief as is consistent with clarity.
26. All matters to come before the Council shall first be presented to the City Clerk except as provided under Rule 8. Any person having any matter requiring the

attention of the Mayor and Council shall present such matter in writing to the City Clerk who in turn shall provide that material to the City Administrator who shall investigate the same and file his/her recommendation with the Mayor and Council before action is taken thereon. (As amended by Council 11/09/09)

27. No Council member shall at any time set up or invite any person or persons for a public hearing on any subject. Public hearings are to be had upon a written request directed to the City Clerk, who shall determine if the petition meets the requirements of the City Code on the subject and, if so, the City Clerk shall establish the date for a public hearing by the City Council and shall issue any notices of such hearing as may be required. The City Council may establish a date for a public hearing by formal resolution and invitation of the Council and then only with a majority vote. (As amended Council action 11/1/93.)
28. Any item or subject matter placed upon the Agenda for any meeting of the Council shall be identified as to title, subject matter, or import by a concise descriptive statement which shall appear upon the Agenda in conjunction with the item or subject matter to which it pertains. (Added R 4/16/62 – 234)
29. The Council may, from time to time, appoint assistants to, or deputies for, administrative officers appointed by the Council, who may be empowered to act in the place and stead of such administrative officers during their absence or inability to act in such capacities. (Added R 1/18/65 – 11)
30. The Council during the months between January and March of each year shall meet for the purpose of reviewing and re-evaluating the qualifications and capabilities of administrative officers appointed by the Council under the provisions of the City Charter. (Added R 1/18/65, amended 11/08/07)
31. The Minutes of the Council shall state only the action taken by the Council unless a request is made to the presiding officer by a Council Member. Should a particular Council Member request that some prior prepared remarks be transcribed verbatim into the minutes of a meeting, the following procedure shall be followed:
 - The Chair indicates that the statement can then be read by the particular Council Member;
 - The requested remarks for verbatim transcription would then be brought before the entire Council through a motion;
 - Upon that motion being made and duly seconded, a vote would be taken. A majority vote of the Council would prevail.(Rev. 2/20/67 – 51; amended 11/15/93, 11/14/05, 02/27/06)
32. Except as above provided, Robert's Rules of Order, *10th Edition* shall govern (Added R-1/8/78; 11/10/03, 11/14/05)

RECEIVED
NOV - 7 2013
CITY OF GROSSE POINTE WOODS

TO: Alfred Fincham, City Administrator

FROM: Joseph J Ahee, Jr., Director of Public Services

DATE: November 6, 2013

SUBJECT: Roof Replacement - Lake Front Park Bath House

A bid request to remove and replace the front section of the Lake Front Park Bath House roof was posted on the Michigan Intergovernmental Trade Network (MITN) website on October 8, 2013 and an "Invitation to Bid" was forwarded to 150 companies. It was also advertised in the Grosse Pointe News. Bids were received from the six companies below.


Regal Construction Inc.	\$13,300.00
Superior Renovation & Property Maintenance	\$16,500.00
William Molnar Roofing, Inc.	\$18,050.00
Great Lakes Roofing, Inc.	\$18,220.00
Medda LLC	\$20,300.00
Renaissance Building Services	\$20,500.00

Regal Construction Inc. was the lowest qualified bidder and all references for commercial work were satisfactory. Therefore, I recommend council approve a contract to Regal Construction, Inc., 33079 Garfield, #110, Fraser, MI 48026 in the amount of \$13,300.00 to complete the replacement of the front section of the Lake Front Park Bath House roof. This is a budgeted item included in the 2013/2014 budget with an unexpended balance of \$36,000.00 in account 401-902-977.104.

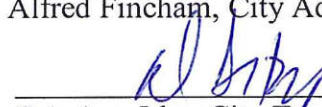
If you have any questions regarding this matter please contact me.

c.c. Dee Ann Irby
O/F

Recommended for Approval as Submitted:


Alfred Fincham, City Administrator

11-7-13
Date


Dee Ann Irby, City Treasurer/Comptroller

11-7-13
Date

Council Approval Required

MEMO 13 – 37

9B

RECEIVED
NOV - 7 2013
CITY OF GROSSE POINTE WOODS

TO: Alfred Fincham, City Administrator
FROM: Joseph J Ahee, Jr., Director of Public Services
DATE: November 6, 2013

SUBJECT: Emergency Replacement - Lake Front Park Activities Building Lower Roof

This past weekend it was reported that the Activities Building roof was leaking. Upon further inspection we found that the lower roof was badly deteriorated and leaking in numerous spots. The Activities Building has two roofs, an upper and a lower. The upper roof has no gutters so the water coming off of it has prematurely deteriorated the shingles on the lower roof. We recently received bids to replace the roof on the Filter Building and the Bath House at Lake Front Park. Regional Construction Inc. was the low bidder for the replacement of the front section of the roof on the Bath House and will be recommended for that contract. The owner agreed to provide a price to replace the lower roof on the Activities Building and has quoted \$9,750.00 to replace the lower level of the roof on the Activities Building (attached).

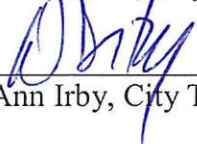
Roof repairs on the Filter Building and Bath House at Lake Front Park were included in the 2013/2014 fiscal year budget in account 401-902-977.104 in the amount of \$36,000.00 but this did not include repairs to the Activities Building Roof. We have been unable to contact the low bidder for the Filter Building roof replacement to verify references to make a recommendation; however we did verify references for the 2nd lowest bidder. Therefore, we are anticipating the roof replacements on the Filter Building and Bath House will not exceed \$33,800.00. This would leave a minimum of unexpended funds of \$2,200.00 in account 401-902-977.104. I recommend council approve a contract to Regal Construction, Inc., 33079 Garfield, #110, Fraser, MI 48026 in the amount of \$9,750.00 and authorize a transfer in the amount of \$7,550.00 from the General Fund fund balance into Municipal Improvement account 401-902-977.104 to complete the emergency replacement of the Lake Front Park Activities Building lower roof. I do not believe any benefit would accrue to the city by going out for additional bids for this service.

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

Attachment
c.c. Dee Ann Irby
O/F

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


Alfred Fincham, City Administrator Date 11-7-13


Dee Ann Irby, City Treasurer/Comptroller Date 11-7-13

Council Approval Required



ESTIMATE
REGAL CONSTRUCTION INC.
33079 GARFIELD #110
FRASER, MI. 48026
(586) 477-0977 (586) 292-2828

CITY OF GROSSE POINTE WOODS
1200 PARKWAY
GROSSE POINTE WOODS, MI. 48236
ATTN; MR. JOSEPH J. AHEE

11-4-13

RE; ROOF REPLACEMENT / ACTIVITY CENTER LOWER LEVEL
ROOF REPLACEMENT TO INCLUDE FOLLOWING;
MATERIAL DELIVERED & PLACED ON ROOF TOP
DUMPSTER PLACED IN APPROVED AREA
TARPS TO BE UTILIZED TO PROTECT PROPERTY
REMOVE EXISTING ONE LAYER OF SHINGLES / INSPECT DECKING
SWEEP OFF ROOF DECK / SET NAILS / STAPLES FLUSH
REMOVE & REPLACE UP TO 2 SHEETS OF ROOF PLYWOOD IF NEEDED
INSTALL ICE & WATER SHIELD 6 FT. FROM EAVE EDGES / VALLEYS / CHIMNEYS
INSTALL 1 1/2" ALUMINUM DRIP EDGE ALL EAVE & RAKE EDGES
INSTALL # 15 FELT PAPER REMAINING ROOF AREAS
INSTALL STARTER SHINGLES WITH SELF SEALING STRIP PERIMETER OF ROOF
INSTALL 25 YEAR MANUFACTURE LIMITED WARRENTY 3-TAB SHINGLES (BLACK)
INSTALL NEW ROOF VENTS OR RIDGE VENTING PER SELECTION
SEAL ALL NECESSARY AREAS WITH SOLAR SEAL # 900
CLEAN / BLOW-OUT GUTTERS
CLEAN GROUND AREAS / HAUL AWAY DEBRIS
TOTAL COST FOR ABOVE SCOPE OF WORK **\$9,750.00**

NOTE; PERMITS NOT INCLUDED
LIMITED 25 YEAR MANUFACTURES WARRENTY ON SHINGLES
10 YEAR WORKMENSHP WARRENTY
\$60.00 PER SHEET FOR PLYWOOD REPLACEMENT OVER THE ALLOWED AMOUNT
2-LAYER TEAR OFF EXTRA \$25.00 PER SQ.

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR IMPROVEMENTS

X _____
CITY OF GROSSE POINTE WOODS

X _____
KENNETH J TOMASZEWSKI
REGAL CONSTRUCTION INC
LIC # 2102205468