



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

(313) 343-2440
Fax (313) 343-2785

NOTICE OF MEETING AND AGENDA

COMMITTEE-OF-THE-WHOLE

Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole, for **Monday, February 10, 2020, at 7:00 p.m.** The meeting will be held in the Council Chambers/Municipal Court Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. Proposed Ordinance Amendment – Colonial Theme
5. Dispatch/Lock-Up Agreement
 - A. Memo 02/03/20 – Director of Public Safety
 - B. Letter 02/03/20 – City Attorney
 - C. Grosse Pointe Shores – Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract
6. DTE Street Light Project Update
 - A. Memo 02/05/20 – Director of Public Services
7. Administrative Clerk II – Finance Dept.
 - A. Committee-of-the-Whole Excerpt 10/14/19
 - B. Memo 02/05/20 – Treasurer/Comptroller
8. Water Billing Payment Agreement Policy
 - A. Memo 02/05/20 – Treasurer/Comptroller
 - B. Draft Policy To Staff
 - C. Draft Policy to All Customers
 - D. Draft Letter to All Non-Ending Agreement Customers Requesting An Updated Agreement
 - E. Current Long-standing Payment Agreement 09/30/16
9. Medstar Update

10. Items to be Removed

- A. FY 06/30/19 Audit
- B. GFL
- C. Budget Amendment: Grosse Gratiot Drain District (Milk River)
- D. Legacy Oaks Update

11. New Business/Public Comment

12. Adjournment

Bruce Smith
City Administrator

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, Telecommunications Device for the Deaf (TDD) 313 343-9249, or e-mail the City Clerk at cityclk@gpwwmi.us.

cc:

Council – 7
Berschback
Smith
Hathaway

Rec. Secretary
Email Group
Media - Email
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File



**CITY OF GROSSE POINTE WOODS
DEPARTMENT OF PUBLIC SAFETY**

5A

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FEB - 3 2020

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Date: February 3rd, 2020

To: Bruce Smith, City Administrator

[Signature] 2/3/2020

From: John G. Kosanke, Director of Public Safety

[Signature: John G. Kosanke]

Subject: Dispatch/Lock-Up Agreement

The communities of Grosse Pointe Woods and Grosse Pointe Shores received a \$500,000.00 State of Michigan grant for the purpose of combining services of Lock-Up and Dispatch. Officials from both cities have been working on a detailed contract during the time that Grosse Pointe Woods renovated its Lock-Up area and Dispatch Center to accommodate the consolidation. As the renovations are now complete, it is my recommendation that the City of Grosse Pointe Woods and the Village of Grosse Pointe Shores move forward with the consolidation.

CHARLES T. BERSCHBACK
ATTORNEY AT LAW
24053 EAST JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

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blbwlaw@yahoo.com

CHARLES T. BERSCHBACK



DON R. BERSCHBACK
OF COUNSEL

February 3, 2020

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

RE: Consolidated Dispatch and Lockup Services Contract with Grosse Pointe Shores
COW Agenda 2.10.2020

Dear Mayor and Council:

In conjunction with the renovation of our lockup facility, the City has been negotiating with Grosse Pointe Shores for joint dispatching and lockup services. Both cities have engaged in extensive negotiations regarding all terms, and several drafts of the agreement have been exchanged and revised.

I have attached a final draft of a contract which is subject to review and approval by both City Councils. The important points of the contract can be summarized as follows:

- GPS is responsible for all transitional costs of transferring the dispatch services to GPW.
- Initial annual fee to Grosse Pointe Woods is \$70,000.00. Any annual cost increases for each year of the initial three year term will be capped at 2.5% per year.
- Input from Grosse Pointe Shores on day to day administrative issues and hiring decisions, with the final decision as to any complaint, conflict, or hiring decision resting with GPW.
- Initial three year term with possibility of automatic renewals for an additional one year term thereafter.
- Quarterly meetings of an "oversight committee" to address any policies, procedures, or protocols relating to the services.

The Honorable Mayor and City Council
February 3, 2020
Page 2

Once discussed by the COW, it would be the prerogative of the City Council to approve the Grosse Pointe Shores-Grosse Pointe Woods Consolidated Dispatch and Lockup Services Contract and authorize the City Administrator to sign the contract.

Very truly yours,



CHARLES T. BERSCHBACK

CTB:nmg

cc: Bruce Smith
Lisa K. Hathaway
Director John Kosanke

GROSSE POINTE SHORES – GROSSE POINTE WOODS CONSOLIDATED DISPATCH AND LOCKUP SERVICES CONTRACT

THIS CONSOLIDATED DISPATCH AND LOCKUP SERVICES CONTRACT is entered into between The Village of Grosse Pointe Shores, A Michigan City (hereinafter “GPS”), and the City of Grosse Pointe Woods (hereinafter “GPW”) on this ____ day of _____ 2020 (hereinafter “Contract”).

WHEREAS, GPS and GPW have previously entered into a Mutual Aid Agreement and an Automatic Aid Agreement to provide mutual assistance for the purpose of providing police, fire, and emergency medical services to the citizens of GPS and GPW.

WHEREAS, since entering into the Mutual Aid Agreement, the Public Safety Departments of the respective cities have effectively coordinated fire and emergency medical services. However, dispatching emergency and non-emergency calls for the cities requires duplication of effort and results in higher costs for personnel and equipment.

WHEREAS, the responses to police, fire, and medical emergencies through a consolidated dispatch provides efficient dispatch services with reduced costs to the citizens of each city without reducing emergency response times.

WHEREAS, GPS and GPW have determined that it is in the best interests of the citizens of both cities for the police, fire, and emergency medical dispatch services to be consolidated and service initiated from GPW.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which is hereby incorporated into this Contract as if set forth herein in its entirety, the Parties hereby agree as follows:

DISPATCH SERVICES

1. **Consolidation of Dispatch Services:** Through its Dispatch Center (the “Dispatch Center”), GPW will process all requests for police, fire, and emergency medical calls for service and all other related service and notification requests (hereinafter “Dispatch Services”.) GPW will provide communications with dispatched units by providing Law Enforcement Information Network (LEIN) and National Crime Information Center (NCIC) information via radio. GPW agrees to turn over to GPS all information and documents, whether contained on paper or electronic format, necessary for the efficient delivery of service required in this Contract. GPW will support the provision of the Dispatch Services for both GPS and GPW to the extent that funding is available, budgeted and appropriated by the GPW City Council, as follows:

a. **Staffing:** The Dispatch Center will staff the position of Dispatcher/Clerk twenty-four (24) hours a day, seven (7) days a week, 365 days a year with a combination of full-time and/or part-time personnel. All personnel will be GPW employees.

b. **Transitional Costs:** GPS shall be responsible for all transitional costs for the transferring of Dispatch Services to GPW. Such costs shall be itemized by GPW, and GPW

shall provide an itemized list of, and documents supporting such costs, to GPS for its prior review and approval, no later than sixty (60) days following the Effective Date of this Contract.

c. **Operations:** The Dispatch Center shall be equipped with a stand-alone and/or electronically dedicated non-emergency phone for GPS non-emergency calls to the Dispatch Center. This GPS non-emergency line shall be answered, "***Grosse Pointe Shores Police and Fire.***" If and when a second call is received simultaneously from GPS, the second call can, if necessary, be routed into the regular non-emergency GPW dispatch lines, to be answered "***Grosse Pointe Woods/Shores Police***". All administrative calls to GPS will be routed through the GPS phone tree and will not be transferred through the dispatch center in GPW.

d. **Warrants:** GPW Dispatch Personnel will manage the GPS criminal warrants. This process will include the entering, verifying, confirming and recalling of warrants. GPS personnel will transport all physical warrants to GPW and provide any and all transportation of warrant paperwork to and from the Dispatch Center.

2. **Costs of Operating the Dispatch Center:** The annual cost attributable to GPS, for the operation of the Dispatch Center and lock up services for the first year of this Contract shall be \$70,000, beginning on _____, 2020 and ending one year from the effective date. GPS payments shall be made in four (4) equal quarterly payments in arrears, commencing on the first day of each quarter following the Effective Date. At least ninety (90) days prior to the conclusion of each one (1) year period of this Contract, the City Managers of GPS and GPW, or their designees, shall meet to review the actual operational costs for the previous year so as to evaluate the future annual costs of contracted services.

Based on Collective Bargaining Agreement increases for GPW personnel, the annual cost increase for each year of a term shall be capped at 2.5%. Notwithstanding anything to the contrary above, GPS' cost for the first one (1) year period of this Contract will be prorated per diem for each day in which this Contract has not been implemented following the Effective Date. In the event that this Contract is terminated by either party in accordance with paragraphs 5 and 20 below, the final quarterly payment will be calculated on a pro-rated daily basis.

3. **GPW Dispatchers:** GPS Public Safety Department shall have an active and supportive role in the selection and hiring of future GPW dispatchers. In addition, GPS and GPW will have collective responsibility in the resolution of citizen, officer or administrative complaints regarding dispatch services relating to GPS matters. GPW and GPS shall each designate one (1) command officer to monitor day to day operations. With input from both Public Safety Directors, the final resolution of any conflict, complaint, or hiring decision shall rest with GPW.

4. **Effective Date:** _____, 2020.

5. **Term:** The initial term of this Contract shall be for three years. The Contract is automatically renewed for additional one year term(s) unless either party provides the other party of its intent not to renew on or before 90 days of expiration of any term, by a written resolution of its City Council.

6. **Emergency Calls:** All calls for GPS police, fire, and emergency medical services and other related service requests that are received by the GPW Dispatch Center shall be promptly dispatched to GPS on Channel #1 according to established procedures. GPS civilian clerks shall be responsible for contacting

off-duty GPS DPW employees for emergency city services.

7. **Radio Frequencies:** All radio communications between and among the Dispatch Center and dispatched units responding to police, fire, and emergency medical services and other related service requests will be conducted on Channel #1 series zone and talk groups. Additional talk groups may become necessary based upon operational needs established through protocols similar to the Grosse Pointe/Harper Woods Radio System. GPW shall notify GPS as soon as practical of any significant changes in its radio system due to regulation changes, system enhancements, or interoperability capabilities.

8. **Mobile Data Computers:** GPW and GPS shall each be responsible for the purchase and maintenance of the mobile data computers to serve their respective police, fire, and emergency medical units. GPW will be responsible for network availability and maintenance through its IT Department. GPW will assume 2/3 of any cost upgrades and GPS shall be responsible for 1/3 of the total costs. All equipment must be compatible with the CLEMIS system.

9. **Courts for Law Enforcement Management Information Systems (CLEMIS):** GPW and GPS shall be responsible for upgrades and maintenance of their respective CLEMIS systems.

10. **Geographic Information System:** GPS will provide an annual update of its Geographic Information System data file (the "GIS Data File") to GPW no later than the beginning of each new one (1) year period of this Contract. No update will be required if there are no changes to the GIS Data File provided for the previous year; rather, GPS will provide written notice to GPW of the same no later than the beginning of the new one (1) year period.

11. **Lockup Services:** Lock up services may include, but not be limited to:

- a) Detention of persons awaiting processing, booking, court appearances, or transportation to the jail for a period not to exceed 48 hours.
- b) Providing meals to detainees in the lockup in accordance with GPW Department of Public Safety rules and regulations.
- c) Providing conditions of detention in accordance with GPW rules and regulations.
- d) Testifying in court at depositions or any required criminal or any required administrative hearing.
- e) Releasing detained persons pursuant to GPW/GPS Public Safety policies and procedures.
- f) Taking, processing and securing bonds amounts from detained persons
- g) Providing other lockup services as agreed to by the parties.

12. **Searching, Lodging and Release of Prisoners and Detainees:** When GPS desires to have a prisoner detained, the GPS officer shall notify GPW by phone or radio that it is transporting a processed prisoner to its facility. The GPS officer will then turn the subject over to the GPW intake officer with all booking, intake and property forms completed as requested by the GPW officer in charge. The GPS officer transporting the subject shall conduct a thorough and arrest-appropriate search of the subject prior to turning the subject over to GPW. GPW may conduct its own search of the subject prior to accepting the subject for lodging. OWI prisoners with a BAL over .30% shall be conveyed to the closest appropriate hospital for observation/treatment by the department of the arresting officer(s). Any blood draws related to OWI or OUID shall be completed by GPS personnel prior to lodging in GPW. GPS OWI prisoners shall have reached a .03% BAL by PBT prior to being considered for release. GPW will house GPS prisoners only after they have been processed and thoroughly searched by GPS Public Safety personnel at the GPS facility unless otherwise stipulated. A GPS prisoner once accepted and lodged in GPW shall remain in the GPW lock-up until the

prisoner is released from custody. GPW shall be responsible for securing and the feeding of the GPS detainees. GPS will be responsible for the costs of feeding its prisoners while housed in GPW. The cost of feeding GPS prisoners shall be included in the annual contract amount paid to GPW.

a. **Bonds:** GPW Public Safety personnel shall accept bonds for lodged GPS prisoners on GPS-provided bond receipts. The bond amounts, bond receipts, prisoner property logs and any related GPW reports shall be stored in a secure GPW location until physically picked up by GPS officers. The GPW Municipal Court will not be required to process any bonds for GPS. When releasing GPS prisoners who cannot provide total bond amounts, GPW shall contact the on-duty GPS supervisor to seek approval for bond reductions or personal bonds.

b. **Refusal of Subjects:** GPW reserves the right to refuse admittance to its lockup of any prisoner who is deemed unacceptable for housing in GPW lockup for any reason in the opinion of GPW officer-in-charge (or his/her designee), including but not limited to refusal of admittance to any subject suffering from mental illness or from a medical condition that threatens the security or the efficient operation of GPW lockup. GPS will insure that all GPS prisoners needing medical attention are treated at a medical facility before lodged at GPW.

c. **Transportation:** GPS shall be responsible for transportation of its detainees lodged in the GPW lockup to court hearings, county jail or other facilities as required. GPS shall have access to the GPW video arraignment system within the lock-up. All prisoner property that is not accepted by the county jail or other facility, shall be retained in GPS until final release of the prisoner.

d. **Administrative Paperwork:** GPW personnel shall process the administrative paperwork, secure the bond and release those bondable GPS prisoners directly from the GPW facility. Bonds, bond receipts and prisoner property forms shall be forwarded to GPS after release in an accounting practice acceptable to both GPS and GPW. GPS prisoner property shall be sealed in a clear bag, identified with the prisoner's complete information and remain with the prisoner in GPW until the prisoner is released from custody. The property contained in the bag shall be entered on a GPS prisoner property sheet which will remain with the prisoner until release. GPS shall be responsible for the retention of any GPS prisoner property from a prisoner that is lodged in any county or other facility where upon intake their property is not accepted.

13. **Medical Services Detainees:** GPS shall be responsible for the costs of medical services provided to any of its detainees under this Contract for the full duration of detention. If any GPS detainee accepted by GPW for lockup services necessitates medical care or treatment, GPW or its contracted medic personnel shall evaluate the patient and make the necessary determination of whether to provide medical care and/or transport the patient to a medical facility. In all cases, GPW or its contracted medical services, shall, if required, transport the patient to the closest appropriate facility, in accordance with GPW contractual medical services agreement. GPS shall provide officers to guard the detainee while in custody and throughout his treatment at the medical facility.

14. **Oversight Committee:** An oversight committee (the "Oversight Committee") will be created that will be composed of the GPS and GPW Public Safety Directors or their designee(s). The Oversight Committee will meet quarterly, if needed, to address policies, procedures and protocols relating to the services covered in this Contract and to assess the efficiency and reliability of the Consolidated Dispatch Services. The Oversight Committee will research policies, procedures or protocols for the Dispatch Center and will make recommendations to their respective City Managers for consideration and implementation. The Oversight Committee shall investigate all complaints related to the delivery of Dispatch Services. Complaints

related to Dispatch Services may have a GPW dispatcher assigned to assist in the investigation. Cancellation of a scheduled meeting will require the consent of the Public Safety Directors. GPS and GPW will have collective responsibility in the resolution of citizen, officer or administrative complaints regarding lock up services related to GPS detainees. GPW dispatch procedures will be followed by all employees in the Dispatch Center.

15. **Indemnification:** Except for damage or injury resulting from the negligent or intentional acts of GPS or its agents or employees, GPW hereby agrees to indemnify, defend and hold GPS harmless from any and all claims or assertions of injury or damage to person or property of every kind and nature. Except for damage or injury resulting from the negligent or intentional acts of GPW or its agents or employees, GPS hereby agrees to indemnify, defend and hold GPW harmless from any and all claims or assertions of injury or damage to person or property of every kind and nature.

16. **Independent Contractor:** GPW shall provide the Lockup Services to GPS as an independent contractor. GPW shall be responsible for procuring its own workers' compensation and other insurances covering its operations pursuant to this Contract, and shall be responsible for its own income tax, social security, and other withholdings, and for compensation or benefits provided to GPW employees involved in providing the Dispatch and Lockup Services. At no time shall any GPW employee involved in providing services be considered or claimed be to an employee or agent of GPS.

17. **Insurance:** Prior to the Effective Date, GPW and GPS shall a) have their respective insurers name the other party as an additional insured under their respective liability, automobile, workers compensation and other applicable policies of insurance, and b) each provide the other party with a copy of the insurer certificates naming the other party as an additional insured.

18. **Mutual Aid Agreements:** Nothing in this Contract shall be construed to in any way amend, alter, modify or in any other way impact the Mutual Aid Agreement, Automatic Aid Agreement or any other mutual aid/assistance agreement to which either GPW or GPS are parties or any other rules, regulations, or practices regarding a multi-jurisdictional incident response.

19. **No Third Party Beneficiaries:** The sole and exclusive purpose of this Contract is to provide Dispatch and Lockup Services as between GPW and GPS. This Agreement is not intended to, and does not create any special or other duty, obligation, promise, benefit or right to services not herein described in favor or for the benefit of any person, entity, or organization that is not a party to this Contract.

20. **Termination:** Unless there is a breach of contract, neither party may terminate this Contract during any term, since both parties have the option of non-renewal under paragraph 5.

21. **Modifications:** All modifications, amendments and/or changes to this Contract shall be in writing and signed on behalf of both parties.

22. **Governing Law and Venue:** This Contract and any dispute hereunder shall be governed by the Laws of the State of Michigan.

23. **Dispute Resolution:** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

24. **Integration:** If any provision of this Contract is deemed by the arbitrator(s) or a court of competent jurisdiction upon entering judgment on the award entered by the arbitrator(s), to be invalid, or if such provision is otherwise invalid because it is in violation of applicable local, state or federal law or regulations, such invalidity shall not affect the enforceability of the remainder of the provisions of this Contract.

25. **Miscellaneous:** Headings and captions are provided in this Contract for ease of reference only and shall not be used to construe or interpret any provision of this Contract.

26. **Counterparts:** This Contract may be executed in one or more counterparts, each of which shall be deemed an original; but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed, intending to be bound thereby.

CITY OF GROSSE POINTE WOODS

BY:
ITS:
DATE:

**THE VILLAGE OF GROSSE POINTE SHORES,
A MICHIGAN CITY**

BY:
ITS:
DATE:

MEMO 20-08

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *FS*
DATE: February 5, 2020
SUBJECT: Additional DTE LED Conversion

RECEIVED
FEB - 6 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



Over that last year, City Administrator Bruce Smith and I have met with DTE on numerous occasions to discuss LED ornamental, streetlight and parking lot lighting conversion of the old outdated sodium lights to more efficient LED lights and the costs to complete the conversions. The LED conversion project was broken into two projects street lighting and parking lot lighting.

At the LED Conversion pilot meeting on March 26, 2019 held at the City of Grosse Pointe Woods DPW yard, the City provided DTE with information showing the city owned parking location and lighting fixtures in each lot.

DTE performed their preflight on Grosse Pointe Woods for the street and parking lot lighting project and the contract was executed for the LED conversion project on July 2, 2019. At the LED parking lot preconstruction meeting on October 10, 2019, it was discovered that DTE had failed to include the 22 LED ornamental light fixtures at the Robert E. Novitke Municipal Center and 13 cobra parking lot lights at Lake Front Park bathhouse parking lot.

DTE has provided costs of additional LED conversion of the missed parking lots. Please see attachment.

After inspection of the 13 city owned streetlight poles at the Lake Front Park bathhouse parking lot by Colville Electric Company, it was determined that they are in good condition. These lights can be converted in house to LED by Department of Public Works staff for a cost of \$8,000.00. This will result in a savings of \$42,683.00 compared to the DTE proposal. The annual electric savings would be \$1,239.00 after conversion to LED. It is recommended to convert these lights in house and maintain ownership.

It is also recommended to have DTE convert the remaining 22 ornamental lights at the Robert E. Novitke Municipal Center. This will give ownership of all city owned parking lot lighting to DTE, except for the Lake Front Park bathhouse parking lot. The city would no longer be responsible to service any lighting in city parking lots, except for Lake Front Park. The cost for conversion of the 22 lights by DTE is \$12,940.00, which would provide annual savings of \$1,216.00.

I am requesting Council to authorize the conversion of the remaining 22 ornamental lights at the Robert E. Novitke Municipal Center to DTE Energy, 8001 Haggerty Road, Belleville, MI 48111, in the amount of \$12,940.00. I further request Council to authorize the conversion of the remaining 13 city owned streetlights at the Lake Front Park bathhouse parking lot by Department of Public Works staff in the amount of \$8,000.00. This is not a budgeted item in fiscal year 2019/2020 budget and would require a budget amendment from budget line 585-000-395.000, Parking Prior Fund Balance, into budget line 585-569-977.585, Equipment-Parking in the amount of \$20,940.00.

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

Bruce Smith, City Administrator

2/6/2020

Date

Fund Certification: Account numbers and amounts have been verified as presented.

Cathy Behrens, Comptroller/Treasurer

2/6/20

Date



Committee-of-the-Whole Excerpt
10/14/19

Next item discussed was regarding **Administrative Clerk II – Finance Dept.** The Treasurer/Comptroller provided an overview of her memo dated September 26, 2019. She stated that a special skill set is required, however, all applicants will be considered. Discussion ensued regarding requesting a labor attorney review and the impact on other departments and employees. There was a consensus to place this item on the next Committee-of-the-Whole meeting.



CITY OF GROSSE POINTE WOODS

Office of the Treasurer/Comptroller

Memorandum

7B
RECEIVED

FEB - 6 2020

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

DATE: February 6, 2020
TO: Mayor Novitke and City Council
FROM: Cathrene Behrens, Treasurer/Comptroller
SUBJECT: Administrative Clerk II Position

I am requesting council consideration to post for an Administrative Clerk II in the Finance Department. In a review of the job descriptions for these two positions (see attached), I have recognized that the skill level that is currently being performed by finance staff, requires them to work with some autonomy. This positions duties include:

- Preparation, adjustments and payment processing for all property tax received by the city in person, through the drop box or from large escrow accounts through the mortgage companies. Additionally, tax records are updated for mailing purposes and mortgage holder changes as they occur.
- Working closely with WCA assessing ensuring that property tax transfers and principal residence exemptions are "received" into the City and the documents are scanned into an electronic format and copies provided to the assessors for updates and property transfers. This position provides adjusted tax bills to the property owner and/or Mortgage Company and works closely with myself to process the appropriate refunds or increases, as they occur
- Coordinates 90% of the scheduling for our March Board of Review to ensure that our residents have the ability to schedule their appointment during normal business hours, five days per week.
- Serves as a backup position for the monthly generation of utility bills during vacation or leave time of our primary water billing specialist. Assists with the scheduling and preparation of final billing requests as properties are transferred or sold.
- Responsible for all accounts receivable invoices which are generated "citywide" from all departments. This involves the tracking, 2nd and 3rd notices of past due, if necessary, and logging the funds received to ensure the city is collecting all outstanding charges which were incurred through multiple departments. This particular task is very involved and complicated due to time requirement and effort sending multiple notices. Throughout all departments, several hundred account receivable invoices are generated annually.

The union contract requires that this position be posted for a period not less than seven (7) days for any TPOAM employee to apply for the position. Due to the highly technical nature of this position, it is very skill specific, but any and all candidates would be given consideration.

The additional personnel costs for a fiscal year are reflected in the table listed below:

ADMINISTRATIVE CLERK II PROPOSAL

Current Rate	18.87	36,796.70
Proposed Rate	19.46	37,947.00
Difference		1,150.31
Additional Payroll Related Costs		
FICA		88.00
Pension		291.95
ANNUAL TOTAL		1,530.25

I am not requesting any additional allocation of funds because I believe that the Finance budget can accommodate this increase without any amendment due to a permanent part-time vacancy we are currently recruiting for.

The Administrative Clerk I position that would be vacated, is to remain vacant, which is the City's option pursuant to the union contract.

Thank you for your consideration.



Treasurer/Comptroller Signature

Exhibit A-2b
DEPARTMENT OF ADMINISTRATION
Administrative Clerk I

Nature of Work: This is office and clerical work of limited complexity performed under supervision. Employees of this class accomplish a variety of clerical operations which can be learned by on-the-job training or by previous experience. Work involving a more complex task is normally given closer supervision than that which is repetitive in nature or which follows well-established procedures. Detailed instructions are given at the beginning of the work and on subsequent new assignments, but as the Clerk becomes more familiar with a particular procedure, work may proceed with independence of action. Completed work is subject to review and correction. Other duties involve contact with the public where information may be dispersed or obtained.

Examples of Work Performed: Maintain filing system of a particular department in accordance with predetermined classifications. Sort and file correspondence, books, applications, forms, reports and other material. Occasional typing of routine letters, forms, reports, tabulations and other materials from rough drafts or instructions. Over-the-counter work accepting prepared license applications, vouchers and permits.

Maintenance of electrical and plumbing license records and issuance of same. Operate the central telephone switchboard; provides information regarding the routine operations of all City departments; routing calls to appropriate individuals and accepting and delivering messages when required.

Prepare outgoing mail. Operate reproduction machine and other business machines as may be necessary. Be able to work in various administrative departments, adjusting to particular procedures which are unique to each department.

Receive various money payments due the City. Record and balance receipts, post and file related data. Perform related work as assigned.

Desirable Educational Skills: High school graduate; including or supplemented by courses in typing and commercial subjects. Typing speed to be at a rate of not less than 40 words per minute. Knowledge of Business English, spelling and commercial arithmetic.

Desirable Knowledge: Moderate skill in operating a typewriter, adding machine, cash register, accounting machine and other office machinery which does not require special training or experience. Ability to learn the general operation of municipal government and its various departments so that relative questions raised by residents may be answered courteously and informatively.

Appearance and demeanor to reflect composure and assurance. Accuracy in making mathematical calculations and in receiving money, and in transmitting verbal information related to same. Affable and courteous to co-workers and the public.

Exhibit A-1b
DEPARTMENT OF ADMINISTRATION
Administrative Clerk II

Nature of Work: This is moderately complex and varied clerical work which involves a degree of independent thought and decision making. Employees in this category perform some office clerical operations which require the use of judgment based on knowledge gained through experience.

Detailed instructions are received only when there is a change in procedure and in many instances employees of this classification may work for extended periods without direct supervision. Complete work is subject to review by department head.

Dictation may vary in amount and the subject matter may be highly diverse and may include technical terms which can be learned through experience.

Examples of Work Performed: A person working in this category has satisfactorily demonstrated all the skills and abilities required by an Administrative Clerk I. Types draft copy, letters, reports, statements, memoranda and other material. May compose routine correspondence. May act as secretary to the department heads.

Performs routine office and clerical work such as answering telephone inquiries, maintenance of records and a form file, posting, filing, over-the-counter transactions, searching records, tabulating and calculating, operating standard office machines which do not require previous special training; assembling of reports.

Maintains an up-to-date record of written office procedures for the particular department to which assigned. May be called upon to direct/instruct subordinate personnel when occasion arises. Guides and counsels subordinate personnel in the execution of their duties.

Performs related work as assigned.

Desirable Educational Skills: High school graduate; including or supplemented by courses in typing and commercial subjects. Typing speed to be at a rate of not less than 70 words per minute. Clerk I training or the equivalent. Knowledge of Business English, spelling, grammar and commercial arithmetic.

Desirable Knowledge: Knowledge of office procedures, practices and office equipment. Knowledge of the general operation of municipal governments and its various departments. Ability to direct/instruct personnel.



Memo

RECEIVED
FEB - 6 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

To: Mayor Novitke & City Council Members

From: Cathy Behrens, Treasurer/Comptroller

Date: February 5, 2020

Re: Payment Agreement Policy

The City of Grosse Pointe Woods has entered into payment agreements with some of our utility customers who found themselves struggling to pay their bi-monthly utility bills. Some of these payment agreements were entered into as far back as 2015 and are still in existence today due to the bi-weekly payment being too low. I have attached a list of active payment agreements which the City currently holds on accounts set at a bi-weekly payment of \$50.00 or less.

I am proposing the approval of the attached policy (Attachment A) which updates the manner in which the City will enter payment agreements with our water customers. For those who request a payment agreement in order to avoid any interruption in service, I am proposing that all payment agreements require that the past due balance be split into 3 payments made bi-weekly until the past due balance is paid in full. For instance, a past due balance of \$553.29 would result in bi-weekly payment of \$184.43. These three (3) payments made over the course of a six week period, would bring their past due balance to \$0.00 and the account would be up-to-date upon receiving their next bi-monthly bill.

I am proposing that City staff reach out to the 20 existing payment agreement customers who hold agreements with bi-weekly payments \$50.00 or less. The customers would receive the attached letter (Attachment B) drafted by Attorney Berschback and myself requesting they contact the City to renegotiate the terms of the agreement. The customer would be provided an outline (Attachment C) of the new procedures and requirements to enter into this new agreement.

At the current time, penalty charges are accrued as normal on all payment agreement customers. No penalty charges are forgiven as part of this process. Additionally, delinquent utility charges that are effective on December 31st of each year are added to the July tax bills as special assessments. No changes would be made to this current method of assessing these delinquencies.

This policy merely provides staff with a standardized method of entering into payment agreements with our utility customers. Any agreements outside of the boundaries listed within the policy would require the approval of the City Treasurer/Comptroller. This procedural process has been reviewed and approved by the City Attorney.

Thank you.



DRAFT POLICY
TO CITY STAFF
PROPOSED PROCESS

ATTACHMENT A



FINANCE DEPARTMENT

ISSUANCE, COLLECTION AND PAYMENT AGREEMENTS OF UTILITY BILLS

City Ordinance Chapter 44

A. BILLINGS:

Water and sewer bills will be based upon bi-monthly meter readings and billed bi-monthly.

B. CYCLES:

City utility accounts are split into two cycles with each cycle containing approximately 50% of total utility accounts. Cycle 1 will be billed each January, March, May, July, September and November. Cycle #2 will be billed each February, April, June, August, October and December.

C. READING & BILLING DATES:

Meters will normally be read for each cycle, via remote access, during the first week of the billing month, on or about the 3rd day of the month.

D. BILL DUE DATE:

Due date will normally be the 15th day of each month, with the due date printed on the bill, unless the 15th falls on a weekend or legal holiday, in which case, the due date will be the next business day.

E. LATE PENALTY ASSESSMENT:

Late penalty assessments of 10% of the prior billed amount will be applied when good payment is not received by 9:00 a.m. the following business day by mail, drop box, online payment or other means. Postmarks by the scheduled due date will be honored.

F. PAST DUE/DISCONNECT NOTICE:

Shut off notices with late penalty assessment will normally be mailed within three (3) following the due date. They will include the late penalty assessment and state that the service will be disconnected on a specific date.

Shut off notices will state that service will be shut off if not paid by a specified date and that no further notice will be given prior to shutoff.

Disconnects will take place throughout the week. Additional charges will apply for restore service. Payments will not be accepted by workers turning off the service.

G. PAYMENT ARRANGEMENTS:

A customer may request to enter into a payment agreement with the City upon receipt of a shut off notice. The city will enter into a payment agreement with a utility customer limited by specific criteria. That criteria is as follows:

- #1. A balance must be sixty (60) or more days past due;
- #2. The customer has received a valid shut-off notice from the city for this arrearage;
- #3. The customer has appeared in person at city hall to set up the payment agreement and signs the agreement form to indicate their understanding of the terms;
- #4. The customer is the legal property owner; if not, advise the tenant that the property owner will and/or has a duplicate copy of the shut off notice;
- #5. ***Prior to calculating the payment agreement amount, ask the customer if they will be making a payment today towards the past due balance; if yes, post the payment in Cash Receipts (CR) and then calculate the past due balance; if no, calculate the past due balance as detailed below.***

Payment agreement amounts will be calculated/verified using the following procedure:

- 1. Verify the past due balance in Utility Billing (UB);***
- 2. Be on the account history page in the database;***
- 3. In the Account Report category select "Aged Accounts Receivable" report;***
- 4. Under Report Options select "Current Record";***
- 5. Hit Run report;***
- 6. The payment agreement amount will be entered as \$125.75***

Aged Accounts Receivable

Friday, April 26, 2019

Location ID	Status	Customer Name						1/5
Account Number	Parcel Number	Service Address						
Bill Item Name	Non Delq	< 30 Days	30 Days	60 Days	90 Days	180+ Days	Total Due	
	ACTIVE							
10-WATER	\$0.00	\$39.27	\$0.00	\$42.84	\$0.00	\$0.00	\$82.11	
20-SEWER	\$0.00	\$28.60	\$0.00	\$31.20	\$0.00	\$0.00	\$59.80	
30-CAP IMPROVEMENT	\$0.00	\$21.78	\$0.00	\$6.04	\$0.00	\$0.00	\$27.82	
50-METER CHARGE	\$0.00	\$45.67	\$0.00	\$45.67	\$0.00	\$0.00	\$91.34	
70-BILLING EXPENSE	\$0.00	\$2.08	\$0.00	\$0.00	\$0.00	\$0.00	\$2.08	
	\$0.00	\$137.40	\$0.00	\$125.75	\$0.00	\$0.00	\$263.15	

PAYMENT AGREEMENT STANDARDS & MANDATORY DISCLOSURES

- #1. The past due balance will be divided by three (3) (i.e. $\$125.75 \div 3 = \41.92) and this will establish the **minimum** payment amount;

- #2. Customer will be required to make a payment at least once every fourteen (14) days;
- #3. Customer must be advised that a penalty of 10% will be accrued on the past due balance, penalty is not waived;
- #4. Customer must be advised that if a payment agreement is made late or not made at all; water service will be terminated without notice;
- #5. The customer must be advised if there is a problem which arises or a situation that comes up and they need to amend the terms, they **MUST** call and speak with water department staff to ensure their service remains active.
- #6. If the property is a "rental", the customer must be advised that the landlord receives duplicate copies of all water billings and shut-notices which are mailed out.
- #7. Advise the tenant that the property owner and/or landlord will be sent a copy of the payment agreement to be made aware of the situation.

Payment Agreements Equal to Less Than One-Third (1/3) Past Due

- *In limited situations, payment agreements may be made in amounts less than 1/3 of the past due balance;*
- *In these limited situations, the agreement must be made between legal property owner and the City;*
- *In these situations, the agreement will be entered into for a time period of no more than six (6) weeks in length; at the end of the six week period, the customer will need to enter into a new payment agreement, increasing the monthly minimum payment by no less than ten (10) dollars per payment;*
- *Payment agreements, in these limited situations, will need the Treasurer/Comptroller's review and sign off prior to any approval.*

Payments are accepted at city hall during normal business hours, by mail, drop box or online. After-hour turn on payments will be accepted at the Department of Public Safety.

H: PROPERTY OWNERS RESPONSIBLE:

Property owners are responsible for all bills and shall have duplicate notices for rental properties mailed to their address of record. **Property owners shall be mailed a copy of the payment agreement to their address of record.**

I: FINAL READ:

A customer may request a final read any time during a billing cycle, and a final bill will be prepared within twenty-four (24) hours during a normal work week. Exceptions will apply for weekends and legal holidays.



**DRAFT POLICY
TO ALL CUSTOMERS
REQUESTING A
PAYMENT AGREEMENT**

ATTACHMENT B



FINANCE DEPARTMENT

PAYMENT AGREEMENTS PROCEDURES **FOR CITY UTILITY BILLS** **City Ordinance Chapter 44**

A. BILLINGS:

Water and sewer bills will be based upon bi-monthly meter readings and billed bi-monthly.

B. CYCLES:

City utility accounts are split into two cycles with each cycle containing approximately 50% of total utility accounts. Cycle 1 will be billed each January, March, May, July, September and November. Cycle #2 will be billed each February, April, June, August, October and December.

C. READING & BILLING DATES:

Meters will normally be read for each cycle, via remote access, during the first week of the billing month, on or about the 3rd day of the month.

D. BILL DUE DATE:

Due date will normally be the 15th day of each month, with the due date printed on the bill, unless the 15th falls on a weekend or legal holiday, in which case, the due date will be the next business day.

E. LATE PENALTY ASSESSMENT:

Late penalty assessments of 10% of the prior billed amount will be applied when good payment is not received by 9:00 a.m. the following business day by mail, drop box, online payment or other means. Postmarks by the scheduled due date will be honored.

F. PAST DUE/DISCONNECT NOTICE:

Shut off notices with late penalty assessment will normally be mailed within three (3) following the due date. They will include the late penalty assessment and state that the service will be disconnected on a specific date. Payment agreements do not negate the assessment of 10% penalty charges for non-payment of current billing.

Shut off notices will state that service will be shut off if not paid by a specified date and that no further notice will be given prior to shutoff.

Disconnects will take place throughout the week. Additional charges will apply for restore service. Payments will not be accepted by workers turning off the service.

PAYMENT ARRANGEMENTS:

A customer may request to enter into a payment agreement with the City upon receipt of a shut off notice. The city will enter into a payment agreement with a utility customer limited by specific criteria. That criteria is as follows:

- #1. A balance must be sixty (60) or more days past due;
- #2. The customer has received a valid shut-off notice from the city for this arrearage;
- #3. The customer has appeared in person at city hall to set up the payment agreement and signs the agreement form to indicate their understanding of the terms;
- #4. The customer is the legal property owner; if not, advise the tenant that the property owner will and/or has a duplicate copy of the shut off notice.

PAYMENT AGREEMENT STANDARDS & MANDATORY DISCLOSURES

- #1. The past due balance will be divided by three (3) (i.e. $\$125.75 \div 3 = \41.92) and this will establish the **minimum** payment amount;
- #2. Customer will be required to make a payment at least once every fourteen (14) days;
- #3. Customer must be advised that a penalty of 10% will be accrued on the past due balance, penalty is not waived;
- #4. Customer must be advised that if a payment agreement is made late or not made at all; water service will be terminated without notice;
- #5. The customer must be advised if there is a problem which arises or a situation that comes up and they need to amend the terms, they **MUST** call and speak with water department staff to ensure their service remains active.
- #6. If the property is a "rental", the customer must be advised that the landlord receives duplicate copies of all water billings and shut-notices which are mailed out.
- #7. Advise the tenant the property owner and/or landlord will be sent a copy of the payment agreement to be made aware of the situation.

Payment Agreements Equal to Less Than One-Third (1/3) Past Due

- *In limited situations, payment agreements may be made in amounts less than 1/3 of the past due balance;*
- *In these limited situations, the agreement must be made between legal property owner and the City;*
- *In these situations, the agreement will be entered into a for a time period of no more than six (6) weeks in length; at the end of the six week period, the customer will need to enter into a new payment agreement, increasing the monthly minimum payment by no less than ten (10) dollars per payment.*

City of Grosse Pointe Woods
Finance Department



**DRAFT LETTER TO ALL
NON-ENDING
AGREEMENT
CUSTOMERS
REQUESTING AN
UPDATED AGREEMENT**

ATTACHMENT C

February 5, 2020

NAME

ADDRESS

Grosse Pointe Woods, MI 48236

Dear _____ :

The City of Grosse Pointe Woods has implemented some procedural changes in our water and sewer payment agreements and this letter is to provide notice of these changes to our existing payment agreement customers. The agreement you entered into only applied to the past due amount at the time of the signing of the agreement. The City cannot continue to accept a small monthly payment on future bills and your current use far exceeds the monthly payment amount.

All payment agreement customers are being provided a sixty (60) day period, from the above listed date, in which to come into City Hall and update the payment agreement based upon the new terms. The enclosed document entitled "Payment Agreement Procedures" provides detail on the City's water billing department as well as the procedural changes that are being implemented for our payment agreement customers. All payment agreements, effective on the first water shut off period after the sixty (60) day change over period, will be subject to the past due balance within a period of six (6) weeks, with a payment due every two (2) weeks.

For example, I have attached your Aged Accounts Receivable by Date report which reflects a past due balance of \$722.17, sixty (60) days and/or older, which will be divided by three to achieve your payment amount. A bi-weekly payment of \$240.72 will become due when this new agreement is implemented.

Please contact our Water Billing Specialist Tina Hoenicke at (313) 343.2430 to schedule a good time to come by City Hall to enter into an updated agreement. Failure to do so within this sixty (60) day period will result in your account reverting back into a water shut-off status and your service may be interrupted.

Cathrene A. Behrens
Treasurer/Comptroller

Enclosure

8E

**CURRENT LONG STANDING
PAYMENT AGREEMENT
ENTERED INTO ON 09/30/2016
MAKING BI-WEEKLY
PAYMENTS OF \$25.00**

**A CURRENT ACCOUNTS
RECEIVABLE REPORT
SHOWING WHAT SHE OWES IN
TOTAL EFFECTIVE TODAY**

Aged Accounts Receivable

Wednesday, February 5, 2020

Location ID	Status	Customer Name						1/2
Account Number	Parcel Number	Service Address						
Bill Item Name	Non Delq	< 30 Days	30 Days	60 Days	90 Days	180+ Days	Total	Due
Active								
2338201								
10-WATER	\$0.00	\$39.27	\$0.00	\$53.55	\$64.26	\$57.12	\$214.20	
20-SEWER	\$0.00	\$28.60	\$0.00	\$39.00	\$46.80	\$0.00	\$114.40	
30-CAP IMPROVEMENT	\$0.00	\$21.78	\$0.00	\$21.78	\$21.78	\$0.00	\$65.34	
50-METER CHARGE	\$0.00	\$45.67	\$0.00	\$45.67	\$45.67	\$16.10	\$153.11	
70-BILLING EXPENSE	\$0.00	\$2.08	\$0.00	\$2.08	\$2.08	\$0.00	\$6.24	
TURN OFF -ON FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$137.40	\$0.00	\$162.08	\$180.59	\$73.22	\$553.29	

AVG MONTHLY WATER BILL RANGE
\$162 → \$175

↑
TOTAL
DUE
2/5/20

BI-WEEKLY PAYMENTS OF
\$25.00 DO NOT COVER BI-MONTHLY
BILLS.

