



**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, August 7, 2017, at 7:00 p.m.** The meeting will be held in the Conference 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. WCA Assessing
  - A. Assessment Contract effective 10/01/16
  - B. City Council Excerpt 10/03/16
5. Hiring Freeze
6. Milk River Project
  - A. Milk River Priority 1B and Select Improvement Project – Recirculation Pump Station Site-Easement Impact 07/27/17 – Spence Brothers
  - B. Recirculation Pump Station, Easement Restrictions, Extended General Conditions, Magnitude of Cost
  - C. Revised Schedule – Easement in Place by 09/01/17
7. New Business/Public Comment
8. 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@gpwmi.us](mailto:cityclk@gpwmi.us).

cc:  
Council – 7  
Berschback  
Smith

Hathaway  
Rec. Secretary  
Email Group

Media - Email  
Post -8  
File

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**ASSESSMENT CONTRACT  
FOR CITY OF GROSSE POINTE WOODS, WAYNE COUNTY, MICHIGAN**

WHEREAS, City of Grosse Pointe Woods, hereinafter called "City", with its principal offices located at 20025 Mack, Grosse Pointe Woods, Michigan, 48236, is interested in having all real property and all personal property assessed and having said assessments maintained on an annual basis.

WHEREAS, WCA Assessing, with principal offices located at 38110 Executive Drive, Suite 200, Westland, Michigan 48185, hereinafter called the "Company", is interested in the contract for assessment and maintenance work for City property effective October 1, 2016;

**IT IS THEREFORE AGREED:**

1. Company agrees to plan, administer and provide overall supervision of property appraisal programs for assessment purposes; maintain appropriate levels of qualified staff to ensure work is completed to achieve overall department goals. The company is familiar with the laws, regulations and directives regarding the appraisal of real and personal property for assessment purposes with the State of Michigan.
2. Company has policies and procedures for staff in determining true cash value of assessable real and personal property including locating, identifying and inventorying quantity and characteristics of the property for determining the appropriate value and classification. During the term of this agreement, an Advanced Michigan Assessing Officer, or Master Michigan Certified Assessing Officer shall act as the assessor of record and supervise the preparation of the 2017, 2018, and 2019 assessment rolls, utilizing the services and personnel proposed herein.
3. Company agrees to respond to inquiries and requests for assessment information from the public. The City agrees to provide office space within the City Hall, or other City owned buildings for the completion of the terms of this contract. The office space shall be made available so as to not impede the performance of the department.. The purpose of office hours are:
  - To meet with City staff to answer questions and give advice;
  - To be available to assist with providing information and answering inquiries of taxpayers/residents/others.



- Serves as a liaison between the City and prospective business and industry investors; acts as a resource for City citizens by responding to inquiries and interpreting State laws.
  - To perform certain other functions as described herein.
4. Company agrees to oversee maintenance of departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, and strives to identify new/improved methods for carrying out the responsibilities of the department.
  5. Company agrees to represent the City in defending assessments appealed to the Michigan Tax Tribunal (MTT) if requested to do so by the City Administrator. The company shall be available to defend all assessments to the MTT as needed during this contract.
  6. If Company is retained by the City, the City agrees that responses to the Full MTT shall be prepared by the Company's legal staff. City agrees to provide full cooperation with Company's legal staff. Should expert witnesses and/or preparation of respondent's valuations disclosures be necessary, the Company shall notify the City Administrator of such requirement.
  7. Company agrees throughout the term of this contract to provide field inspections of all properties as necessary; to perform assessment ratio studies to determine true cash value; to perform personal property canvasses to ensure all personal property is equitably assessed; to update property records and ensure notification of annual assessment changes. All assessments completed by Company throughout the term of this contract will be in adherence to State Tax Commission procedures as to the valuation method, assessment manual, personal property multipliers, and general requirements. Company agrees to perform the duties of the certifying assessor for said City including but not limited to;
    - Inspect, revise, and re-evaluate property record cards with new construction, demolition, and property splits.
    - Perform neighborhood market studies and land value analyses throughout the term of this contract.
    - Prepare assessment roll(s), all county and state equalization forms and requirements as determined by the State tax Commission.
    - Provide digital photographs of all properties visited for maintenance purposes.
    - Working with the Building Department to ensure all new property is equitably assessed.



- Prepare all new property record cards in compliance with State tax Commission requirements.
  - Attend, prepare, and work with all Boards of Review.
  - Assist City in establishment of any IFT, CFT, DDA, TIFA, Brownfield, or other statutory tax incentive program as established by the legislature.
8. Company agrees to meet with the City Council, City Administrator and/or other designated staff of the City to review progress that the Company has made towards meeting the terms of this proposal/agreement, preparation of assessment rolls, and other matters parties deem necessary to review. In addition the Company will suggest any budgetary information necessary to upgrade and/or improve the City's assessment process.
9. City agrees that in addition to the responsibilities provided herein, the staff of the City shall provide full and reasonable cooperation to the Company in completion of the herein-stated services.
10. The Company shall be liable to the City, and hereby agrees to indemnify and hold the City (and it's elected and appointed officials) harmless but only to the extent of its insurance coverage set forth below, against all claims covered by said insurance coverage arising out of the performance of the services rendered hereunder caused by any negligent conduct, intentional conduct, or act of the Company or any of its employees in the performance of this contract that are covered by the policies listed in subparagraphs "a" through "c" below.

The Company will carry the following insurance coverage at all times during this agreement:

- a. Comprehensive general liability insurance covering the Company and the City in the project with not less than the following limits of liability; bodily injury or death, \$1,000,000 each person and subject to the same limit for each person; \$1,000,000 for two or more persons in any occurrence; property damage, \$1,000,000 each occurrence; \$2,000,000 annual aggregate.
- b. Worker's Disability Compensation Insurance, securing compensation for the benefit of the employees of the Company, as required by Worker's Disability Compensation Act of State of Michigan.



c. The Company shall also carry professional liability and errors and omissions insurance with not less than \$2,000,000 limit of liability for each claim and in the aggregate including claim expenses. However, the City understands that it cannot be listed an additional insured under this type of policy. Should the City or its officers, directors, employees, and elected or appointed officials ever be held financially liable for any error or omission of the Company and seek indemnification from Company as a result thereof, under no circumstance shall the Company's cumulative liability to the City or its officers, directors, employees and elected or appointed official exceed the coverage of the errors and omissions policy referenced herein.

All required insurance shall be maintained with responsible insurance carriers qualified to do business in the State of Michigan. As soon as practicable upon execution of this contract and upon commencing any performance hereunder, the Company shall deposit with the City the previously mentioned policies of insurance or certificates therefore. During the duration of this contract, a copy of said insurance or certificate shall be given to the City Clerk at the beginning of each year.

11. The Company shall not be held liable for any damages caused by strikes, explosions, war, fire or act of nature that might stop or delay the progress of work. In the event of a claim against the City relating to any act or failure to act of the Company that is not covered by the insurance coverage as set forth above, the City has no right to indemnification from Company.
12. The City and Company agree that the relationship of the City and Company is that of a client and contractor and not of that of an employer and employee and should not be construed as such.
13. In the event that the Company shall not be in substantial compliance with the terms of this agreement, the City shall give the Company written notice of said breach and thirty (30) days to cure the breach. If the Company fails to cure the breach within thirty (30) days after such notice, the City may terminate this Contract immediately without further notice or liability to the Company, other than for permitted fees and expenses accrued through the date of termination.
14. The City and Company agree that the Company shall not assign or transfer neither this agreement nor any portion therein without first receiving written approval from the other party.
15. The City agrees to pay the Company as follows;



October 1, 2016 to September 30, 2017.....\$ 67,400 annually  
October 1, 2017 to September 30, 2018.....\$ \*  
October 1, 2018 to September 30, 2019.....\$ \*

\* Previous amount as adjusted by the CPI

Any additional time which may be requested by the City for the basic services outlined by this Agreement shall be billed in an amount equal to the annually rate computed on a pro rata daily basis.

The payments shall be made in twelve (12) equal installments due on the fifteenth (15<sup>th</sup>) day of each month. The CPI used as the basis of adjustments for 2017 and 2018 will be the inflation rate multiplier as published by the State of Michigan State Tax Commission as used in the assessment process.

The City reserves the right to determine the Company's involvement in full Tribunal cases based on the following fee schedules, as may be requested by the City in writing to the Company on a case by case basis.

The City's representation for all Michigan Tax Tribunal petitions ***not in the Small Claims Division***, shall be provided by Company's para legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

October 1, 2016 to September 30, 2017.....\$ .....\$130.00 / Hourly  
October 1, 2017 to September 30, 2018.....\$ \*  
October 1, 2018 to September 30, 2019.....\$ \*

\* Previous amount as adjusted by the CPI

The City's representation for all Michigan Tax Tribunal petitions not in the Small Claims Division ***relative to Tribunal Hearings***, shall be provided by Company's legal staff, possessing experience in the representation of municipalities before the Michigan Tax Tribunal at the rate of:

October 1, 2016 to September 30, 2017.....\$ .....\$150.00 / Hourly  
October 1, 2017 to September 30, 2018.....\$ \*  
October 1, 2018 to September 30, 2019.....\$ \*

\*Previous amount as adjusted by the CPI

18. MICHIGAN TAX TRIBUNAL APPRAISAL SERVICES PLUS SPECIAL PROJECTS  
Appraisal services rendered by the Company in Full Claims Michigan Tax Tribunal matters, and or any special services approved by the City, shall be provided to the City at the rate of:

	10/01/16	10/01/17	10/01/18
Title	09/30/17	09/30/18	09/30/19
Appraiser Aide .....	\$41.90.....	* CPI	*CPI
Appraiser .....	\$58.12 .....	* CPI	*CPI
Level III Appraiser .....	\$103.00.....	* CPI	*CPI
Assessor .....	\$118.34.....	* CPI	*CPI

Hourly fees include clerical costs and overhead for the Company.

\* CPI not to exceed 5%. The CPI (Consumer Price Index) is based on data released by the US Department of Labor, as measured by the CPI for all urban consumers for a 12 month period using the State of Michigan fiscal year and is the same inflation rate multiplier used to calculate capped values i.e. the 2016 CPI is 1.003. CPI would be limited to no more than five percent (5%) as it relates to taxable value increases, and annual contract increases will not exceed five percent (5%).

19. Michigan Tax Tribunal appraisal services and requested special projects are separate from normal assessment and appraisal functions.
20. The City and Company agree that the term of this contract shall begin October 1, 2016 and expire September 30, 2019. The term of this agreement may be extended, by amendment, if mutually agreed upon in writing by each party.
21. The City and Company agree this contract is entered into subject to the charter and ordinances of the City and the applicable laws of the State of Michigan.
22. The Company agrees that in the performance of this contract neither the Company nor any person acting on its behalf will refuse to employ or refuse to continue in any employment any person because of race, creed, color, national origin, sex, or age. The Company will in all solicitations or advertisements for employees placed by or on behalf of the Company state that all qualified applicants shall be considered for employment without regard to race, creed, color, national origin, sex, or age.
23. The Company shall acknowledge receipt of and comply with any City's ethics policy, computer usage policy or other signed documents
24. The City agrees the City Administrator possess complete authority by resolution of the City Council or otherwise to execute this agreement on behalf of the City.

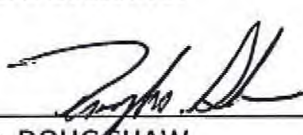


25. This Assessment Contract provides that the Company shall provide assessing services to the City for three years subject to the terms of this Agreement. The City Council agrees to appoint Eric Dunlap, MMAO as City Assessor. Accordingly, Eric Dunlap, MMAO, shall be appointed by the City Council and shall be responsible to and serve at the pleasure of the Council. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the City Assessor with or without cause, subject to the Company's right to assign a new Assessor for the Council's consideration.

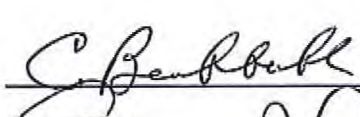
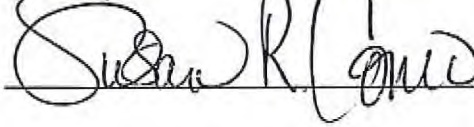
WITNESSES:

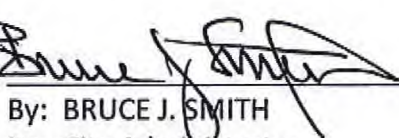

WCA ASSESSING:

  
By: DOUG SHAW  
Its: Member  
Dated: 10-4-16

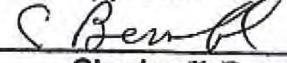
WITNESSES:

CITY OF GROSSE POINTE WOODS:

  
By: BRUCE J. SMITH  
Its: City Administrator  
Dated: 10/10/16

Approved for Signature

  
Charles T. Berschback  
City Attorney

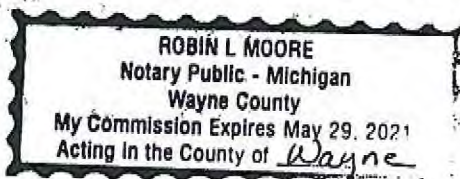
Date: 10-10-16



COUNTY OF WAYNE

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I, Robin L Moore, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on the 4<sup>th</sup> day of October, 2016, Doug Shaw doing business as WCA Assessing, known to me to be the person whose name is subscribed to on the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.



Robin L Moore  
NOTARY PUBLIC  
Wayne County, Michigan

My Commission Expires: May 29, 2021

STATE OF MICHIGAN

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COUNTY OF WAYNE

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Be it remembered that on this 10<sup>th</sup> day of October, 2016, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bruce J. Smith, City Administrator for City of Grosse Pointe Woods, a Municipal Corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Michigan, known to me to be the persons who executed the foregoing instrument of writing on behalf of said Municipal Corporation, and such persons duly acknowledged the execution of the same to be their act and deed of said Municipal Corporation.

In testimony whereof, I have hereunto set my hand and affixed by official seal the day and year last above written.

Charles Benckbach  
NOTARY PUBLIC  
Wayne County, Michigan  
Acting in Wayne  
My Commission Expires: 1-18-18

4B

COUNCIL CLIPPING  
10-03-16

The City Attorney provided an overview regarding amendments to the **Contract: WCA Assessing.**

Motion by Shetler, seconded by Granger, regarding Contract: WCA Assessing, that the City Council approve the contract with WCA Assessing to provide assessment and maintenance services for three-years effective October 1, 2016, to authorize the City Administrator to sign said contract, and to appoint Eric Dunlap, MMAO as City Assessor in accordance with the contract, funds to be charged to Contractual Services Account No. 101-224-818.000.

Motion by Shetler, seconded by Granger, to amend previous motion by inserting "as amended" after "WCA Assessing".

Motion carried by the following vote:

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

Bill  
Bruce



7/27/17

**Milk River Priority 1B and Select Improvement Project  
Recirculation Pump Station Site-Easement Impact**

We have made a cursory review of the work at the Milk River Recirculation Pump Station as it relates to a no-work condition between the Memorial Day and Labor Day Holidays. The review is to show the effect that this Easement Condition has caused to date, as well as moving forward. We understand that this information will be shared with Grosse Pointe Woods as they are assuming part of the cost.

Contract Restrictions

Pursuant to the Contract Documents, we are restricted to do certain work during either the Recirculation Pump Station shutdown, or low flow periods. A new restriction (easement) outside of the contract documents, not only reduces our work time, but increases the completion dates. Yearly Work Period Restrictions are summarized as follows:

- |                                |                   |
|--------------------------------|-------------------|
| • Pump Station Shutdown Period | December-February |
| • Low Flow Period #1           | October-November  |
| • Low Flow Period #2           | March-May         |
| • No Work Period               | June-August       |

By schedule, we require two shutdown and low-flow periods (2017/2018 & 2018/2019) in order to meet the substantial completion date of October 2019. Because of the easement delay and work restriction, we now will require an additional Recirculation Pump Station Shutdown for the 2019/ 2020 season.

Delays to Date

To date, there have been two delays which have impacted the Project Substantial Completion deadline of October, 2019. The first is the Storm Water Pump #1 repairs, and following that, Recirculation PS easement and permit issues that are addressed here-in. We are addressing only the "easement issues" with this review.

At the Recirculation Pump Station, we have been delayed by a lack of permits and easements that would allow excavating, to field measure and order valves, scheduled to be installed during the first Pump Station Shutdown (2017/2018). Because the valves are required before we can process other work, the overall schedule is impacted.

In addition, site demolition and site prep was to be accomplished during the first June/August period.

The estimated substantial completion date, based on Recirculation Pump Station Easements is July 2020 (with-out imposing additional restrictions), and October 2020 (with easement restrictions for the remainder of the project.) We have based our costs on the later date.

(Note: Our May schedule update shows a project substantial completion of December 19, 2019 based on Storm Water Pump Repair #1.)

Schedule Impact

We have made the following assumptions with regard to schedule:

- No work between Memorial Day and Labor Day
- Work Sequence and Project Constraints per Section 01110, sub section 1.02, item g. as well as other applicable restrictions, procedures, etc.
- Easements will be obtained by Wayne County, to allow work to proceed by September 5<sup>th</sup> 2017.
- Easement will be obtained as depicted on the current contract drawings.
- CIP Piles cannot begin until valve B-4-1 is installed.

#### Schedule Impact Continued

With our bar-chart schedule, we have attempted to show the Pump Station Blackout Dates whereby work cannot take place, as well as the Pump Station Shutdown dates (no flow) whereby certain work can take place.

If an easement is not received in time to allow a work start by September 5, 2017, new dates and costs will need to be calculated.

#### Cost Impacts

We have calculated a Magnitude of Cost that correlates to one-year schedule delay at the recirculation pump station sites. Pursuant to our letter dated June 7, 2017, we reserve the right to all costs and schedule impacts caused by Easement Delay as well as easement restrictions/conditions that are not covered by the contract documents. Our magnitude of costs does not constitute a maximum, or ceiling for costs, but rather a potential of what our costs could be. Conservatively, the Magnitude of Costs should be taken as a minimum.

We have not assumed any ripple effects at the Milk River Basin site at this time. Currently, our "Plant" for all project work is at Milk River Basin, including office and storage trailers and lay down areas. Facilities are utilized by Tetra Tech, Spence Brothers, I.L.E. Excavating, J.F.Cavanaugh, and Rotor Electric. We assume our Project Plant will be required to Project Completion. We further assume that Project Staff will be maintained throughout the delay.

Our analysis does not include inefficiency or loss of production costs, acceleration, standby time, stop and go work, etc.

Based on a one-year substantial completion extension, we estimate costs to be slightly over \$1,000,000.

#### Claim Finalization

We intend to finalize our claim after we receive the easement learning the date when work can begin, as well as learn the restrictions and other impediments that the easement may contain.

We have not formally requested quotes from our sub-contractors at this time. We have revised our schedule and calculated costs based on brief discussions with major sub-contractors. Once the easement is received, costs and schedule can be formalized



6B

**Recirculation Pump Station  
Easement Restrictions  
Extended General Conditions  
Magnitude of Cost**

Original Substantial Completion 10/30/19  
Revised Substantial Completion 10/30/20  
Delay Duration-Months 12.0  
Weeks 52.0  
weeks per mo 4.3

<b>On Site Management &amp; Labor</b>	<b>Duration</b>	<b>unit</b>	<b>Unit Cost</b>	<b>Total</b>
Superintendent (\$83.15 per hr x 40 hrs)	52	weeks	\$3,326.00	\$172,952.00
Project Manager	52	weeks	\$2,240.00	\$116,480.00
Assistant Project Manager (16 hrs per week )	832	hrs	\$21.75	\$18,096.00
Labor-Jobsite Cleanup (1L @ 8 hrs per week) @ 9 mo	144	mn-hrs	\$57.14	\$8,228.16
Project Operator (40 hrs @ \$72.75/ hr.) @ 2 mo	8.6	weeks	\$2,910.00	\$25,026.00
OH & P	0.15	%	\$340,782.16	\$51,117.32

**Travel**

Superintendent (Fuel only-185 miles per dy)	52	wks	\$95.48	\$4,964.96
Project Manager (Fuel only-70 miles per dy)	52	wks	\$41.31	\$2,148.12
Asst. Project Manager (200 miles per wk)	10,400	miles	\$0.54	\$5,616.00
Car Allowance PM & Supt. @ \$450 ea	12	mo	\$900.00	\$10,800.00

**Site Offices & Equipment**

Engineers Trailer Rental	12	months	\$302.10	\$3,625.20
Trailer Rental	12	months	\$302.10	\$3,625.20
Sky track (stand-by rate)	12	months	\$2,630.00	\$31,560.00
Transit/Level w/ tripod	12	months	\$300.00	\$3,600.00
Copy Machines_2 total	12	months	\$175.00	\$2,100.00
Dumpsters	12	months	\$200.00	\$2,400.00

**Misc. Costs**

Electric	12	months	200	\$2,400.00
Internet	12	months	140.52	\$1,686.24
Paper & Misc. Supplies	52	weeks	\$20.00	\$1,040.00
OH & P	0.05	%	\$5,126.24	\$256.31

**Subcontractors**

JF Cavanaugh	1	Allow	\$169,000.00	\$169,000.00
Rotor Electric	1	Allow	\$259,755.00	\$259,755.00
ILE Additional Mobes	2	Allow	\$5,000.00	\$10,000.00
Inflation on Subcontracted work	0.04	%	\$2,384,000.00	\$95,360.00
OH & P @ 5%	0.05	%	\$428,755.00	\$21,437.75

<b>Additional Costs for Demobe At the Milk River Complex</b>	1	Allowance	\$15,000.00	\$15,000.00
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**Bonds & Insurance**

2 month Bond Extension (2% for 2 months)	12	MO	\$3,555.00	\$42,660.00
2 month Builders Risk + Terrorism Fee	12	MO	\$1,662.00	\$19,944.00

\$1,100,878.27



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