



**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, May 15, 2017, at 6:00 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. Lakeside Baseball (Dirtbags) Tournament
  - A. City Council Excerpt 04/24/17
  - B. Letter 05/04/17 – City Attorney
  - C. Policy Changes Effective 05/26/17
  - D. Additional Insured – Designated Person or Organization
  - E. Letter 04/11/17 – K. Nugent
  - F. Dirtbag Invitation 2017 flyer
  - G. Registration Form
  - H. Email 04/18/17 – K. Nugent
  - I. Letter 10/23/15 – IRS
  - J. Certificate of Liability Insurance 04/18/17
5. Fiber Internet Service, WAN, and Phones – Wide Open West
  - A. Memo 04/27/17 – I.T. Manager
  - B. Business Service Order (City Hall) 04/10/17 – WOWbusiness
  - C. Business Service Order (DPW) 04/21/17 – WOWbusiness
  - D. Business Service Order (Lake Front Park) 04/21/17 – WOWbusiness
6. Payroll Tax Withholding Update
7. Finance Department Staffing
  - A. Memo 05/08/17 – Treasurer/Comptroller
  - B. Position Description – Water Billing Specialist
  - C. Position Description – Deputy Comptroller/Treasurer
  - D. Position Vacancy Notice – Water Billing Specialist

8. New Business/Public Comment
9. 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@gpwmil.us](mailto:cityclk@gpwmil.us).

cc:  
Council – 7  
Berschback  
Smith  
Hathaway

Rec. Secretary  
Email Group  
Media - Email  
Post -8

File

COUNCIL EXCERPT  
04-24-17

The following individual spoke regarding **Lakeside Baseball Youth Sports Foundation's request to use Ghesquiere Park Baseball Diamonds:**

Kevin Nugent  
Lakeside Baseball and Youth Sports Foundation

The City Attorney was asked to check with the City's insurance carrier regarding liability coverage, and to work with Mr. Nugent to obtain an appropriate Certificate of Liability Insurance including naming the City as an additional insured eliminating "but only for liability caused, in whole or in part, by the acts or omissions of the named insured." There was a consensus of the Council to refer this item to the Committee-of-the-Whole at their meeting to be held on May 8, 2017, and directed the City Clerk to contact Dick Borland to request his attendance at that meeting to represent Little League.

4B

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK

OF COUNSEL

May 4, 2017

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

RE. Lakeside Baseball Tournament Insurance

Dear Honorable Mayor and Council:

This letter will confirm that the insurance company for the baseball organization submitted the actual endorsements and policy changes and Mr. Bucko is "quite satisfied" with the endorsements. Mr. Bucko indicated he is familiar with the K&K Insurance Group and that they specialize in athletic event and participant coverage.

I have attached the actual endorsements and Mr. Bucko has confirmed that these endorsements supersede any language in the Certificate of Insurance. Thank you.

Very truly yours,



CHIP BERSCHBACK

CTB:nmg  
Enclosures

4C

## POLICY CHANGES

POLICY NUMBER 6BRPG0000005890900	POLICY CHANGES EFFECTIVE 05/26/17	COMPANY Nationwide Mutual Insurance Company
NAMED INSURED Lakeside Baseball Youth Sports Foundation DBA: LBC Dirtbags		AUTHORIZED REPRESENTATIVE K&K Insurance Group, Inc.
COVERAGE PARTS AFFECTED Common Policy Conditions		
<p style="text-align: center;">CHANGES</p> <p>Form Number: SRPG8016</p> <p> <input checked="checked" type="checkbox"/> Add Form             <input type="checkbox"/> Delete Form             <input type="checkbox"/> Amend Form as Follows:         </p>		
CP# 1788		

*Scott Michael*  
Authorized Representative Signature



4D

POLICY NUMBER: 6BRPG0000005890900

COMMERCIAL GENERAL LIABILITY  
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE****Name Of Additional Insured Person(s) Or Organization(s)**Grosse Pointe Woods City Council  
20025 Mack Plaza Dr.  
Grosse Pointe Woods, MI 48230Ref: Lakeside Baseball Youth Sports Foundation DBA: LBC Dirtbags  
Ref: CP# 1788

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Kevin Nugent  
Lakeside Baseball Youth Sports Foundation  
4/11/17

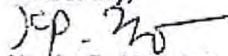
Bruce Smith and Members of City Council,

I am writing you to request use of Ghesquire for a baseball tournament on Memorial Day Weekend 5/26-5/28 of this year 2017. This event will involve the use of four baseball diamonds. In the past we have accepted 4-6 teams in each division. Grosse Pointe Woods-Shores Little league runs the concession stand for this event and has been able to raise significant funds for the Little League from the event, which is independently sponsored by Lakeside Baseball Youth Sports Foundation.

Lakeside Baseball Youth Sports Foundation is Federally recognized 501-3C. We currently supports 14 baseball teams, age 8-17 and a 7U Developmental Program for beginning players, as well as 3 fastpitch, softball teams. Our foundation is dedicated to developing teamwork, accountability and an indomitable work ethic, where sportsmanship and community are the cornerstones, and yes we have fun too. Our goal is to provide area kids the best training, coaching and competitive baseball experiences. Our teams travel to local, regional and national events and we are proud to say, unlike many private baseball organizations, that ALL of our youth age players are required to also participate in and support local co-rec baseball and softball leagues.

I hope you consider our request. We are self sustaining, using all of our own equipment and our teams are comprised entirely of residents from Grosse Pointe. We will leave the fields and dugouts in the best conditions.

Sincerely,



Kevin P. Nugent

Lakeside Baseball Youth Sports Foundation.

RECEIVED

APR 11 2017

CITY OF GROSSE PTE. WOODS



## DIRTBAG MEMORIAL INVITATIONAL, 2017, MAY 26-28

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2016 Dirtbag Memorial Day Schedule -Championship Results

### **Dirtbag Invitational 2017**



Lakeside Baseball Club  
Dirtbag Memorial Day Invitational 2017  
May 26-28  
2017

Ghesquiere Park, Grosse Pointe Woods, MI  
Cost: \$350.00

**Trophies and medals awarded in for championship participants.**

**7U 8U 9U 10U 11U 12U Divisions**

Please contact Joe Michelotti at [joemichelotti@gmail.com](mailto:joemichelotti@gmail.com) or 248 894 6227 for more details.

Concessions are available

Register Today



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# SportsEngine Registration: Lakeside Baseball Club

## 3rd Annual Dirtbag Memorial Day Invitational

### Welcome

#### Welcome to the 3rd Annual Dirtbag Memorial Day Invitational Registration!

The Dirtbag Memorial Invitational is a great mix of tournament little league teams and travel baseball teams. We offer a three game guarantee. The tournament takes place at Ghesquire Park in Grosse Pointe Woods. 2 fields are 200 ft. and 2 are 180 ft. and all are insulated among huge trees and meticulously maintained. We will use little league base running rules on the 60' diamonds, standard counts and a 7 innings pitched maximum allotment instead of pitch counts. Trophies and medals will be awarded for the championship. The fields handle water incredibly well and we will work tirelessly to have them ready should it rain, but there is a no refund policy once each team has played a single game. We have the following divisions:

7U (machine pitch), 8U, 9U, 10U, 11U, 12U

Cost: \$350

#### Questions?

Please direct any questions regarding this registration to:

Joe Michelotti

Inquiries

Phone: (248) 894-6227



To complete the 3rd Annual Dirtbag Memorial Day Invitational, please login or create an account.



Login



Sign Up

Email Address or Username:

Password:

Forgot your password?

If you don't have a SportsEngine account you can sign up for free today.

Login

or Login with Facebook

Sign Up

**Lisa Hathaway**

**From:** Kevin Nugent [kpnugent@comcast.net]  
**Sent:** Tuesday, April 18, 2017 2:35 PM  
**To:** Lisa Hathaway  
**Subject:** Re: Corrections  
**Attachments:** LBYSFIRS.PDF

Lisa,

The insurance is requesting a new certificate per your request. I am beholden to their timeline.

We charge \$350 per team. The revenue collected for each team is applied to the following:  
Game Baseballs

Chalk

Umpire Fees

Trophies for each division winner and runner-up Medals for each member of each winner and runner-up Information signage at the event Additional equipment as necessary, for example, the 7U division requires a spring loaded catapult and temporary mounds

Any proceeds after expenses are held by in trust by Lakeside Baseball Youth Sports Foundation, who generously donates to each little league and provides free programs to area kids, for example, the free softball clinic to all the Grosse Pointe and Harper Woods Little Leagues this past Winter.

We collect very little over expenses.

Sincerely,

Kevin P. Nugent  
Lakeside Baseball Youth Sports Foundation  
292 Mt. Vernon  
Grosse Pointe Farms, MI 48236  
313 231 9926

On 4/18/17, 1:51 PM, "Lisa Hathaway" <[LHathaway@gpwwmi.us](mailto:LHathaway@gpwwmi.us)> wrote:

>Kevin,

>

>Please see the corrections needed to the certificate of liability

>insurance. Also please include in your letter, because this is pay to  
>play:

>1. Identify anticipated funds to be raised/fees charged and what they

>will be used for; 2. Provide Department of Treasury Tax letter

>confirming assignment of your 501(c)3 status; 3. Include your contact

>phone number and registered address of the organization.

>

>Thank you,

>

>Lisa Kay Hathaway, CMMC/MMC  
>City Clerk/F.O.I.A. Coordinator  
>City of Grosse Pointe Woods  
>20025 Mack Plaza  
>Grosse Pointe Woods, MI 48236  
>313 343-2447  
>313 343-5667 (Fax)  
>  
>Director-Michigan Association of Municipal Clerks (MAMC) Chair - MAMC  
>Membership/CMMC Program Member - MAMC Legislative Committee  
>  
>  
>-----Original Message-----  
>From: Kevin Nugent [<mailto:kpnugent@comcast.net>]  
>Sent: Tuesday, April 18, 2017 1:43 PM  
>To: Lisa Hathaway  
>Subject:  
>  
>  
>  
>Property of the City of Grosse Pointe Woods. If you have received this  
>transmission in error, please delete immediately.



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

41

Date: OCT 23 2015

LAKE SIDE BASEBALL YOUTH SPORTS  
FOUNDATION  
C/O KEVIN NUGENT  
292 MT VERNON  
GROSSE POINTE FARMS, MI 48236

Employer Identification Number:  
47-4819917  
DLN:  
17053274313015  
Contact Person:  
JULIE CHEN ID# 31261  
Contact Telephone Number:  
(877) 829-5500

Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
August 13, 2015  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.





Department of the Treasury  
Internal Revenue Service

P.O. BOX 2508  
CINCINNATI OH 45201

In reply refer to: 9999999999  
Oct. 15, 2015 LTR 3367C S0  
47-4819917 000000 00  
00023227  
BODC: TE

LAKE SIDE BASEBALL YOUTH SPORTS  
FOUNDATION  
C/O KEVIN NUGENT  
292 MT VERNON  
GROSSE POINTE FARMS MI 48236



010980

Employer identification number: 47-4819917  
Tax form: 1023  
Document locator number: 17053-274-31301-5  
For assistance, call: 1-877-829-5500

Dear Applicant,

We received your application for exemption from federal income tax and your user fee payment.

During the initial review process, applications for exemption are separated into two groups:

1. Those that can be processed based on information submitted
2. Those that require additional information to be processed

If your application falls in the first group you'll receive a determination letter within approximately 90 days from the date of this notice stating that you are exempt from federal income tax.

If your application falls in the second group, you'll be contacted when your application has been assigned to an Exempt Organizations specialist for review. You can expect to be contacted within approximately 180 days from the date of this notice. After 180 days, if you haven't been notified your application was assigned to a specialist, you can contact Customer Account Services Monday through Friday at the toll-free number shown above to check on its status. The individual calling on your behalf will need the following information:

- \* Your name
- \* Your employer identification number (EIN)
- \* The document locator number listed above and assigned to your request
- \* A proper power of attorney submitted with your exemption application, unless the individual calling is an officer or director and legally authorized to represent you

The IRS doesn't issue "tax-exempt numbers" or "tax-exempt certificates" for state or local sales or income taxes. If you need exemption from these taxes, contact your state or local tax offices.

Most organizations are required to file an annual information return



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/18/2017

4J

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804		<b>CONTACT NAME:</b> Mass Merchandising <b>PHONE (A/C, No, Ext):</b> 1-800-426-2889 <b>FAX (A/C, No):</b> 1-260-459-5105 <b>E-MAIL ADDRESS:</b> info@sportsinsurance-kk.com <b>PRODUCER CUSTOMER ID:</b>	
<b>INSURED</b> 2000853606 CP# 1788 Lakeside Baseball Youth Sports Foundation DBA: LBC Dirtbags 292 Mt. Vernon Grosse Pointe Farms, MI 48236 A Member of the Sports, Leisure & Entertainment RPG		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nationwide Mutual Insurance Company <b>NAIC #</b> 23787 <b>INSURER B:</b> <b>INSURER C:</b> <b>RECEIVED</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>APR 18 2017</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2000300088 **CITY OF GROSSE POINTE WOODS** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6BRPG0000005890900	05/26/17 12:01 AM	05/29/17 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY LEGAL LIAB TO PARTICIPANTS \$1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Not provided while in Hawaii						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>			6BRPG0000005890900	05/26/17 12:01 AM	05/29/17 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Legal Liability to Participants (LLP) limit is a per occurrence limit.

Event Name: Dirtbag Memorial Day Invitational Event Type: Baseball Event Dates: 05/26/17 - 05/28/17

Event Location: Ghesquiere Park, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236

The City of Grosse Pointe Woods is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

This Certificate voids and replaces Certificate # 2000299884 & 2000299885

<b>CERTIFICATE HOLDER</b> The City of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Pointe Woods, MI 48236 Owner/Manager/Lessor of Premises	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE</b> 
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Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2016/03)

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5A


# CITY OF GROSSE POINTE WOODS

## INFORMATION TECHNOLOGY

### MEMORANDUM

DATE: April 27, 2017

TO: Bruce J. Smith, City Administrator

FROM: Gary Capps, Information Technology Manager 

SUBJECT: Telephone, Internet, and WAN Renewal

The contracts for the City's Fiber Internet Service, WAN, and PRI for the telephones will all be expiring in June 2017. Over the last 3 years, I have been very satisfied with the level of service and support received by our current provider Wide Open West (WOW) and recommend that we renew the contracts. I would like to have this matter placed on the June 5, 2017 City Council agenda for their approval.

Funds are included in the 2016-2017 budget, and requested in the 2017-2018 proposed budget for Telephone, Internet and WAN data services charged to the following accounts monthly on a calculated percentage basis:

Description	GL Account#	Percent
Cable/Internet Charges-DPW/Water Tower	101599921.000	14%
Cable/Internet Charges-DPW/Water Tower	592542921.000	8%
Telephone/Internet City Hall	101299921.000	24%
Telephone/Internet City Hall	101349921.000	31%
Telephone/Internet City Hall	101599921.000	11%
Telephone/Internet City Hall	101774921.000	8%
Telephone/Internet City Hall	101780921.000	4%

I respectfully request Council's approval for the 36-month agreement for Internet Services, PRI, Long Distance, and Metro Ethernet from **Wide Open West WOW! Business, 7887 E Belleview Ave Ste 1000, Englewood, CO 80111-6007** and authorize the City Administrator to sign the following contracts not to exceed \$28,000 per year to service the City of Grosse Pointe Woods for a 3 year period, subject to this amount being budgeted in future budgets:

**Quote# OPP-409967** - 20MEG Fiber Internet, PRI for Phones, Long Distance, and Metro-E (WAN) at City Hall, 20025 Mack, Cable TV fees  
**\$1679.14/mo**

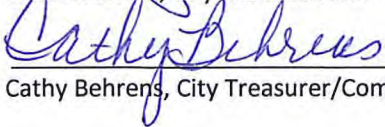
**Quote# OPP-412641** - Metro Ethernet (WAN Link) Public Works. 1200 Parkway, Cable TV fees  
**\$330.65/mo**

**Quote# OPP-412049** - Metro Ethernet (WAN Link) Lake Front Park, 23000 Jefferson  
**\$318/mo**

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

  
 Bruce J. Smith, City Administrator

5/1/2017  
 Date

  
 Cathy Behrens, City Treasurer/Comptroller

5/1/17  
 Date

Council Approval Required



# BUSINESS SERVICE ORDER

PENDING  
PRICE  
APPROVAL

BUSINESS: GROSSE POINTE WOODS  
CITY HALL

Phone: (313) 613-9368

Date: 4/10/2017

CONTACT: Gary Capps

Fed Tax ID:

Quote #: OPP-409967

**PHYSICAL ADDRESS**

20025 Mack Ave  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gina Gasperini

gina.gasperini@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 10Mbps	Ethernet Connection - 10Mbps	Renewal	1	\$415.00	\$0.00	\$415.00
Static IP (61)	Static (61 Usable)	Renewal	1	\$149.99	\$0.00	\$149.99
DIA - 20Mbps	Dedicated Internet Access - 20Mbps	Renewal	1	\$599.00	\$0.00	\$599.00
<b>Total:</b>					\$ 0.00	\$ 1,163.99
<b>Voice</b>						
PRI - 30 Voice Trunk Call Path Plan	Voice Trunking (PRI) 30 Call Path Plan includes \$.05/minute Long Distance unless other LD Plan chosen	Renewal	1	\$329.00	\$0.00	\$329.00
Group LD 5,000 Minute Plan	5,000 Minute Long Distance Plan. Specified lines associated with the account share the minutes. Usage after the initial pool is usage based at \$.025 / minute.	Renewal	1	\$120.00	\$0.00	\$120.00
PRI - DID's (Block of 100)	Block of 100 DID's	Renewal	1	\$20.00	\$0.00	\$20.00
PRI - Line Access Fee	Line Access Fee	Renewal	1	\$25.50	\$0.00	\$25.50
<b>Total:</b>					\$ 0.00	\$ 494.50
<b>Cable TV</b>						
Basic Cable Package	Special Promotional Pricing for Basic TV Package when bundled with 2 or More Phone Lines & 30mbps or faster High Speed Internet Service. (Term Commitment Required)	Renewal	1	\$0.00	\$0.00	\$0.00
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Renewal	1	\$2.00	\$0.00	\$2.00
Broadcast TV Fee	Offsets some retransmission cost WOW! must pay to broadcast stations	Renewal	1	\$6.65	\$0.00	\$6.65
Digital Adapter	Digital Adapter	Renewal	6	\$2.00	\$0.00	\$12.00
<b>Total:</b>					\$ 0.00	\$ 20.65
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	\$ 0.00	\$ 1,679.14

<b>Directory Listing:</b> City of Grosse Pointe Woods City Hall	<b>Listing:</b> Listed
<b>Directory Address:</b> 20025 Mack Ave., Grosse Pointe Woods, MI. 48236	<b>Phone:</b> (313) 343-2308
<b>YP Heading:</b> Municipality	<b>SIC Code:</b>

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply.

\_\_\_\_\_(Initials)



## WOW! BUSINESS CUSTOMER AGREEMENT

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**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <http://www.wowforbusiness.com/policies-and-terms> (the "General Terms"), which may be modified by WOW! from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <http://www.wowforbusiness.com/policies-and-terms> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by WOW! from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable WOW! Tariffs, which are available for review at <http://www.wowforbusiness.com/policies-and-terms>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to increase at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES. WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new

number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form for all months remaining in the applicable Service Order Term. Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of the downgrade; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges, all previously waived non-recurring charges for the Services and/or costs associated with implementing the downgrade; plus (c) 75% of the difference between the monthly recurring charges at the rates stated in the original Service Order form and the monthly recurring charges at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Unless otherwise agreed to by Customer, non-bulk video services are not subject to early termination fees. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Bellevue Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**10. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Print Name: Gina Gasperini

Service Address: 20025 Mack Ave Grosse Pointe Woods MI 48236

Title: SAM

Phone: (313) 613-9368

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #**

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

# BUSINESS SERVICE ORDER

PENDING  
PRICE  
APPROVAL

**BUSINESS:** DPW Grosse Pointe Woods

**Phone:**

**Date:** 4/21/2017

**CONTACT:** Gary Capps

**Fed Tax ID:**

**Quote #:** OPP-412641

**PHYSICAL ADDRESS**

1200 Parkway Dr  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza Ave  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gina Gasperini

gina.gasperini@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 5Mbps	Ethernet Connection - 5Mbps	Renewal	1	\$318.00	\$0.00	\$318.00
<b>Total:</b>					\$ 0.00	\$ 318.00
<b>Cable TV</b>						
Digital Adapter	Digital Adapter	Renewal	2	\$2.00	\$0.00	\$4.00
Basic Cable (ICOMS)	News, Weather, Sports Channels	Renewal	2	\$0.00	\$0.00	\$0.00
Broadcast TV Fee	Offsets some retransmission cost WOW! must pay to broadcast stations	Renewal	1	\$6.65	\$0.00	\$6.65
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Renewal	1	\$2.00	\$0.00	\$2.00
<b>Total:</b>					\$ 0.00	\$ 12.65
<b>*Pricing subject to approval after internal review*</b>				<b>Total:</b>	<b>\$ 0.00</b>	<b>\$ 330.65</b>

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply.

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number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form for all months remaining in the applicable Service Order Term. Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of the downgrade; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges, all previously waived non-recurring charges for the Services and/or costs associated with implementing the downgrade; plus (c) 75% of the difference between the monthly recurring charges at the rates stated in the original Service Order form and the monthly recurring charges at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Unless otherwise agreed to by Customer, non-bulk video services are not subject to early termination fees. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**10. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

**11. Limitation of Liability, Warranty Disclaimers, Pricing, Indemnification and Arbitration.** You acknowledge that the applicable General Terms and Service Policies contain, among other terms and conditions, limitation of liability, warranty disclaimer, pricing, indemnification and arbitration provisions.

**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Print Name: Gina Gasperini

Service Address: 1200 Parkway Dr Grosse Pointe Woods MI 48236

Title: SAM

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #**

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

**BUSINESS SERVICE ORDER**

**PENDING  
PRICE  
APPROVAL**

**BUSINESS:** CITY OF GROSSE POINTE  
WOODS

**Phone:**

**Date:** 4/21/2017

**CONTACT:** Don Lundy

**Fed Tax ID:**

**Quote #:** OPP-412049

**PHYSICAL ADDRESS**

23000 E Jefferson  
St Clair Shores MI 48080

**BILLING ADDRESS**

20025 MACK PLAZA DR  
GROSSE POINTE MI  
48236-2343

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gina Gasperini

gina.gasperini@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 5Mbps	Ethernet Connection - 5Mbps	Renewal	1	\$318.00	\$0.00	\$318.00
<b>Total:</b>					\$ 0.00	\$ 318.00
<b>*Pricing subject to approval after internal review*</b>					\$ 0.00	\$ 318.00

You agree and understand that prices do not include taxes, fees or surcharges, which may include government imposed fees and taxes, government program fees (such as 911, LNP, TRS and universal service), and non-governmental fees and charges (such as the Broadcast TV fee, Sports Surcharge and other specific cost recovery fees, subscriber line charges, line fees, access charges and carrier service fees) and will vary depending upon your service location and the services to which you subscribe. The taxes, fees and surcharges may be changed at any time. During the initial term, your quoted MRC for Internet and Phone services will not change. Video service prices are subject to increase with prior notice. The Agreement is subject to automatic renewal. Early termination fees may apply.

\_\_\_\_\_(Initials)



## WOW! BUSINESS CUSTOMER AGREEMENT

This WOW! Business Customer Agreement sets forth the terms and conditions under which WOW! Internet, Cable and Phone will provide to Customer the services (the "Service" or "Services") indicated in this Agreement as shown in the attached summary of services or other similar document or work order form ("Service Order"). We sometimes refer to the Customer as "you" or "your", and we refer to the operating company subsidiary of WOW! Internet, Cable and Phone that owns and/or operates the broadband system in your area pursuant to a cable television franchise with the state or local franchising authority and/or the subsidiary that provides phone service in your area as "WOW!", "we", "us", or "our". The Services will be provided to you by the WOW! company that operates in your service area. For our Maryland customers, Services are provided by Anne Arundel Broadband, LLC.

**1. Subscription to Services.** By signing or electronically submitting this Agreement to WOW!, Customer subscribes to the Services identified on the Service Order. The Service Order shall become binding on the parties when (i) it is specifically accepted by WOW! either electronically or in writing, (ii) WOW! begins providing the Services described in the Service Order, or (iii) WOW! begins installation for delivery of the Services described in the Service Order, whichever is earlier; provided, however, the parties agree and acknowledge that the binding effect of the Service Order and this Agreement is contingent upon WOW!'s engineering review to determine the serviceability of the premises. If WOW! determines that the premises do not meet its serviceability requirements, the Service Order and this Agreement shall be of no further force or effect. When a Service Order becomes effective, it shall be deemed part of, and shall be subject to this Agreement.

Upon installation and connection of the necessary facilities and equipment to provide the Services, or in the case of phone, the day phone Service is activated, WOW! shall notify Customer that the Services are available for use, and the date of such notice shall be called the "Commencement Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Commencement Date shall not relieve Customer of its obligation to pay applicable Service charges.

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <http://www.wowforbusiness.com/policies-and-terms> (the "General Terms"), which may be modified by WOW! from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <http://www.wowforbusiness.com/policies-and-terms> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by WOW! from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable WOW! Tariffs, which are available for review at <http://www.wowforbusiness.com/policies-and-terms>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version. Notwithstanding the forgoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

**3. Pricing.** During the initial term of the Agreement, your quoted monthly recurring charge for Internet and phone services will not change. Video service prices are subject to increase at any time with prior written notice to you. Other prices are subject to change at any time. Prices and price guarantees do not include taxes, fees or surcharges, including but not limited to government imposed fees and taxes, government program fees (such as 911, TRS and universal service), and non-governmental fees (such as subscriber line charges, line fees, access charges, carrier service fees and broadcast TV fee, sports surcharge and other programming cost recovery surcharges) and will apply and vary depending upon your service location and the services to which you subscribe. Not all taxes, fees and surcharges apply to all services. The taxes, fees and surcharges may be changed at any time.

**4. PHONE SERVICE E911 NOTICE.** In some of our service areas, we offer interconnected voice over IP (VoIP) phone services, which may include Hosted VoIP services. Our VoIP phone services have certain limitations and restrictions that do not generally apply to traditional circuit switched phone services. IF YOU ARE SUBSCRIBING TO WOW!'S VOIP PHONE SERVICE, YOU ACKNOWLEDGE RECEIPT AND UNDERSTANDING OF THE FOLLOWING E911 NOTICE: WOW!'S VOIP PHONE SERVICE ALLOWS YOU TO ACCESS E911 SERVICES. YOU WILL NOT BE ABLE TO ACCESS E911, HOWEVER: (I) IN THE EVENT OF A POWER OUTAGE BEYOND THE DURATION OF ANY BACK-UP POWER SOURCES, WOW! MAY PROVIDE A BATTERY BACK-UP WHICH WILL PROVIDE POWER TO THE WOW! MODEM FOR A LIMITED PERIOD OF TIME IN THE EVENT OF A POWER OUTAGE. BATTERY BACKUP IS NOT GUARANTEED, AND DOES NOT SUPPLY POWER TO THE PHONE ITSELF. YOU SHOULD NOTIFY WOW! IMMEDIATELY IF THE BATTERY IS LOW, EXHAUSTED OR INOPERABLE. IF WOW! DOES NOT PROVIDE A MODEM OR BACKUP BATTERY POWER FOR WOW! SERVICES UTILIZING A TELEPHONE CABLE MODEM, YOU MUST PROVIDE IT AND IT WILL REMAIN YOUR RESPONSIBILITY IN ALL RESPECTS; (II) IN THE EVENT OF A NETWORK OUTAGE; OR (III) DURING PERIODS WHEN YOUR BROADBAND CONNECTION IS UNAVAILABLE. YOU SHOULD NEVER MOVE THE LOCATION OF YOUR WOW! PROVIDED ADVANCED MODEM OR PHONE EQUIPMENT WITHOUT NOTIFYING US. THE ADDRESS ASSOCIATED WITH AN E911 CALL IS THE AUTHORIZED ADDRESS WHERE WOW! SERVICE WAS ORIGINALLY PROVIDED. IF YOU MOVE THE ADVANCED MODEM OR OTHER WOW! PHONE EQUIPMENT FROM THE ORIGINAL SERVICE LOCATION, A CALL TO E911 USING THAT EQUIPMENT WILL STILL IDENTIFY THE ORIGINAL SERVICE LOCATION. YOU ARE AWARE THAT THERE MAY BE A DELAY OF AT LEAST ONE BUSINESS DAY AFTER INSTALLATION OF SERVICE FOR E911 SERVICE AVAILABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, WOW! SHALL HAVE NO LIABILITY FOR ANY DAMAGES CAUSED, DIRECTLY OR INDIRECTLY, BY YOUR INABILITY TO ACCESS THE SERVICES, INCLUDING E911 SERVICES.

**5. CPNI Approval.** Customer has a right, and we have a duty, under federal law, to protect the confidentiality of customer proprietary network information (CPNI). CPNI includes information such as the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. We desire to use your CPNI (or disclose or permit access to our agents and affiliates that provide communications related services) to market communications related services (such as Internet and cable services) to you. IF YOU APPROVE, YOU DO NOT HAVE TO TAKE ANY ACTION. HOWEVER, YOU DO HAVE THE RIGHT TO RESTRICT OUR USE OF YOUR CPNI. You may deny or withdraw our right to use your CPNI at any time by calling us at 1-888-969-4249. If we do not hear from you within 30 days of this notification, we will assume that you approve our use of CPNI for the purpose of providing you with information about other communications-related services. Denial of approval will not affect the provision of any services to which you subscribe. Approval or denial of approval for use of CPNI outside of the service to which you subscribe is valid until you affirmatively revoke or limit your approval or denial.

**6. Porting of Telephone Numbers.** Until your telephone number is ported to us, your existing local exchange carrier will be responsible for providing access to emergency services such as 911. You agree that, during this porting process, we assume no responsibility and have no liability for the accuracy of the local exchange carrier records or its ability to provide access to 911 services.

**7. Telephone Authorization and New Telephone Numbers.** To complete a phone order, you must execute a Letter of Agency ("LOA") and submit it to WOW!, or otherwise complete a third party verification process. New Telephone numbers are subject to change prior to the install. Customers should not print their new



number on stationery or cards until after the install is complete.

**8. Directory listings.** Our liability for any errors or omissions in any directory listings (including liability for failing to publish a listing or publishing an "unlisted" listing) is limited to the amounts paid by you to WOW! for the listing service.

**9. Term and Termination; Early Termination Fee.** The term of this Agreement begins on the Commencement Date and continues for the term specified in the Service Order and is subject to automatic renewal in accordance with the General Terms. The then current General Terms, Service Policies and pricing will apply during any renewal Term. Rates for the Services and associated discounts are based on Customer's agreement to purchase such Services for the entire applicable Term. The Agreement may be terminated in accordance with the General Terms. Notwithstanding anything in the Agreement to the contrary, Customer's termination of the Agreement before the expiration of the agreed upon Term without cause (including a termination for convenience) or WOW!'s early termination of the Agreement for cause, will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of termination; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges and/or all previously waived non-recurring charges for the Services; plus (c) 75% of the monthly recurring charges at the rates stated in an applicable Service Order form for all months remaining in the applicable Service Order Term. Customer's reduction of Services ("downgrade") before the expiration of the agreed upon Term without cause will require that Customer pay to WOW! an early termination fee calculated as follows: (a) all unpaid amounts for Services provided through the date of the downgrade; plus (b) all related reasonable expenses of WOW! including, but not necessarily limited to, construction and installation costs, discounts, credits or competitive contract buyout charges, all previously waived non-recurring charges for the Services and/or costs associated with implementing the downgrade; plus (c) 75% of the difference between the monthly recurring charges at the rates stated in the original Service Order form and the monthly recurring charges at the rates for the downgraded service, for all months remaining in the applicable Service Order Term. Unless otherwise agreed to by Customer, non-bulk video services are not subject to early termination fees. Customer agrees that WOW!'s damages for early termination would be difficult to determine and the termination charges specified herein constitute liquidated damages and are not a penalty. Month-to-month service agreements may be terminated on thirty (30) days prior written notice. If Customer provides notice of termination as specified in this Section but retains WOW! Service, the Customer will be converted automatically to a month to month agreement at the end of the current term, and Customer's pricing for the Service will be modified to reflect WOW!'s current month to month pricing schedule. To terminate this Agreement in accordance with this Section, Customer must notify WOW! Customer Care by written notice to WOW! at WOW! Internet, Cable & Phone, Attn: VP of Business Operations, 7887 E Belleview Ave, Suite 1000, Englewood, CO 80111-6015. The rights and remedies set forth herein shall be in addition to any and all other legal, equitable and administrative rights and remedies available to WOW!.

**10. Access to Premises and Installation of System.** Customer grants WOW! the rights to install, inspect, replace, repair, relocate, alter, operate, remove and maintain its equipment (the "system") in, under and upon the premises at the designated service location(s). Customer, at no cost to WOW!, shall secure and maintain all necessary rights of access to the service location(s) for WOW! to install, operate and remove its equipment and provide the Services. WOW! in its discretion may use any existing cable, conduit or other facilities located within the premises. Customer shall pay any agreed upon custom installation fee. If WOW!'s access rights to the service location are terminated or restricted, early termination fees will apply.

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**12. Commercial Use Restrictions on Video.** Customer shall not, and shall not authorize or permit any other person to: order or request pay-per-view, VOD or premium programming for receipt, exhibition or taping in a commercial establishment, nor may Customer exhibit or assist in exhibiting pay-per-view, VOD or premium programming in a commercial establishment, unless expressly authorized in writing to do so, in advance, by both WOW! and our program provider. Customer shall indemnify and hold WOW! harmless against and from any violation of this provision.

**13. Miscellaneous.** All modifications to this Agreement, if any, must be in writing, executed by an authorized WOW! Director or Vice President and the Customer. All other attempts to modify this Agreement shall be void and non-binding on WOW!. This Agreement shall be governed by and construed in accordance with federal law, the regulations of the FCC and the internal laws of the state and locality in which the service is provided, without regard to any conflicts of law provisions. Customer may not assign or otherwise transfer this Agreement in any manner without WOW!'s prior written consent. The parties acknowledge that WOW! is subject to the provisions of its local and/or state franchise agreements, and applicable federal, state and local laws and regulations ("Applicable Law"). Any duty or promise of WOW! under this Agreement that conflicts with any provision of Applicable Law is to that extent void. Notwithstanding, the terms of this Agreement are considered severable, and in the event that any term is rendered unenforceable due to any such conflict or is otherwise found to be invalid or unenforceable, the parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the parties, and the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Print Name: Gina Gasperini

Service Address: 23000 E Jefferson St Clair Shores MI 48080

Title: SAM

Phone: \_\_\_\_\_

**CUSTOMER ACKNOWLEDGEMENT:** By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) WOW! may contact me at the phone number above (or such other phone number or email address provided by me to WOW!), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) WOW! manages its Internet Network according to specific Practices and Procedures, which can be found at <http://www.wowforbusiness.com/network-management>; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at <http://www.wowforbusiness.com/policies-and-terms>.

**PIN #**

WOW! requires that you create a 4-digit PIN that will be required when you request changes to your WOW! Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify WOW! if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with WOW! on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact WOW! and change the PIN. WOW! is not liable for any loss, cost, expense or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.





## CITY OF GROSSE POINTE WOODS

### MEMORANDUM

7A

**Date:** May 8, 2017

**To:** Mayor and City Council

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

**Re:** Water Billing Specialist & Deputy Comptroller/Treasurer

Attached are two proposed job descriptions that have been developed by staff to provide a replacement plan for Deputy Treasurer Betty Meli, due to her pending retirement in September 2017. Betty does an outstanding job for the City and will be difficult to replace due to a very unique set of skills which she currently possesses and utilizes daily at the City. She has been handling the City's water billing for many years and also possesses an Assessor II certification through the State of Michigan which allows her to provide significant assessing services to our residents, potential buyers, real estate agents, landlords and support to WCA, the firm who serves as the City Assessor. To replace these unique skills with another person would be very difficult due to these very specialized skills that Betty holds.

The replacement process staff is proposing is the creation of a new non-union position titled Water Billing Specialist. This position is proposed to fulfil a significant portion of the duties that are currently being fulfilled by Betty with the exception of the assessing. This position would be a higher tier than the highest union position of Clerk II, but would not perform the duties of a Deputy Treasurer. The position would be responsible for all aspects of the water billing, serve as a backup on the tax and cashier function and provide passport services. All supervision has been removed from the position due to reduced salary that I am proposing, which would be \$41,000 to \$44,000 (1950 hours) per year, depending upon qualifications.

The elimination of the Deputy Treasurer from the front office creates a situation whereby the City would be in violation of City Charter by not having an appointed Deputy Treasurer, confirmed by the City Council. I am proposing that the current Deputy Comptroller position be changed to Deputy Comptroller/Treasurer. The City Administrator and I have met with our current Deputy Comptroller Shawn Murphy and she sees no problem with the title change and welcomes the opportunity to learn more of what the Deputy Treasurer position currently handles. She does not believe that she will be overloaded to take on any additional tasks associated with this transition. I have attached a proposed amended copy of the Deputy Comptroller/Treasurer job description for your review.

In regards to providing the assessing services that Betty currently provides to our community, staff initially budgeted \$25,000 in the Assessing budget to cover any potential cost overages that the City incurred with WCA as a result of Betty's retirement.

Betty has expressed a strong interest in returning to the employ of the City after her retirement, on a part-time basis. Financially, it is staff's opinion, that it would be more cost effective to retain Betty as a part-time employee to provide assessing services and support to the City and WCA, than to pay additional fees to WCA for clerical and general questions from the public regarding assessing topics. This proposed structure would actual result in a net decrease of expense in the general fund of approximately \$10,000. We believe that retaining Betty as a part-time employee will allow us to have a backup for our monthly water billing process, property tax issues, and a passport acceptance agent; additionally consideration is being given to how we can expand our current hours to allow the potential for a greater revenue stream to the City for this important function.

### **Recommendation**

It is my recommendation that the City Council approve the position and salary range of the Water Billing Specialist position and approve the position change of Deputy Comptroller to Deputy Comptroller/Treasurer. Pending Council approval of the proposed changes a position vacancy will be posted internally for a period of one week and should not candidates express an interest, staff will seek external candidates to fill the position. Additionally, I would request Council approval and confirmation of the appointment of Shawn Murphy to the position of Deputy Comptroller/Treasurer.





## City of Grosse Pointe Woods Position Description

7B

<b>Position Title:</b>	<u>Water Billing Specialist</u>	<b>Union:</b>	<u>None</u>
<b>Department/Division:</b>	<u>Finance</u>	<b>Location:</b>	<u>City Hall</u>
<b>Immediate Supervisor:</b>	<u>City Comptroller/Treasurer</u>		
<b>Supervise Positions:</b>	<u>None</u>		

### General Description:

Performs monthly City utility billing and provides administrative support to Treasurer/Comptroller

### Primary Duties:

- Processes daily deposits of all City funds
- Processes utility information by downloading meter reads from Read Center into software program, then prepares and mails utility bills on a monthly basis for alternating districts
- Posts utility transactions to accounting records, reconciles daily sheets to monthly ledger and prepares monthly summary reports
- Works with residents on the creation of payment agreements and monitors agreements to ensure compliance
- Process monthly shut off notices
- Monitors accuracy of meter readings for inconsistencies, send letters to residents for leaks & repairs
- Works with City Treasurer/Comptroller in the process of transferring delinquent water bills to taxes
- Maintains customer account records, including change of name, address, and foreclosures
- Work with residents to create water payment agreements
- On a daily basis, processes final water bills, work orders for utility disconnection, reconnection, new service orders, and other service requests
- Collection of NSF checks
- Demonstrate sound judgment in decision making, abiding appropriately to established guidelines and procedures
- Act with confidence by answering or finding the answer to customer questions and finding solutions to customer issues
- Promotes good customer relations by consistently providing premier customer satisfaction with a friendly demeanor and willingness to help at all times
- Orders printed materials for all City Departments, with the approval of City Treasurer/Comptroller
- Assembles and distributes budget workbooks for staff and Council
- Performs other tasks as assigned

**Secondary Duties:**

- Processes passport applications
- Assists Pension Administrator with preparation of meeting agenda & packets
- Serves as back up to Cashier and Tax Clerk, as needed
- Assists with processing and mailing tax bills
- Operates vehicle to conduct City related business outside City Hall, as requested
- Continuously increase knowledge and skills through self-motivation, formal education, seminars and in-house training
- Maintain a well-developed working knowledge of City operations, taking responsibility to keep up to date and request assistance for further development needs

**Qualification – Education & Experience:**

- Required graduation from high school or a GED equivalent, preferred undergraduate degree from an accredited college or university;
- Three (3) to five (5) years of related work experience;
- Any equivalent combination of education and experience

**Qualification – Knowledge, Skills and Abilities:**

- Requires working knowledge of calculator & adding machine, telephone, office machines (such as fax and scanner/copy machine), computers, word processing, data base, accounting spreadsheet software;
- Ability to prepare and analyze comprehensive reports, carry out projects to completion
- Communicate effectively verbally and in writing, maintain successful working relationships with employees, city officials, and the public;
- Accurately record and maintain financial data and
- Perform computations accurately and effectively;
- Ability to work under pressure of deadlines and with frequent interruption

**Qualification – Unique:**

- Must be bondable and
- Possess a valid drivers license or ability to obtain such

**Work Environment & Physical Demands:**

Physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be provided in order to enable individuals with disabilities to perform essential job functions.

- Frequently requires ability to speak, listen, use hands to fingers and sitting for long periods;
- Handle, feel or operate objects, tools, or controls;
- Reach with hands and arms;
- Occasionally required to walk, climb or balance, stoop, kneel, crouch and/or crawl;
- Hand-eye coordination necessary to operate computers and various office equipment
- The noise level in the work environment is generally moderately quiet

**Selection Guidelines:**

Formal City application, rating based upon education, experience and other position requirements (job related tests might be required), oral interview, successful background check including reference, financial and criminal as well as ability to pass a pre-employment physical and drug screen.

*The above listed duties are intended to be illustrative of the various types of work performed. Omissions of specific duties do not exclude them from responsibility of this position if the work is similar, related or a logical assignment. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as needs change.*





## City of Grosse Pointe Woods Position Description

<b>Position Title:</b>	Deputy Comptroller/ <b>Treasurer</b>	<b>Union:</b>	None
<b>Department/Division:</b>	Finance	<b>Location:</b>	City Hall
<b>Immediate Supervisor:</b>	City Treasurer/Comptroller		
<b>Supervise Positions:</b>	Part-Time Accountant, Cashiers, & <b>Water Billing Specialist Utility Billing Manager</b> in the absence of City Treasurer/Comptroller		

### General Description:

Performs administrative and technical tasks to assist City Treasurer/Comptroller with treasury, accounting, and human resource functions.

### Primary Duties:

- Prepares daily, monthly, quarterly, and annual financial records of cash, maintains records for cash verification, and reconciles applicable statements
- Manages on-line banking
- Administers all aspects of bi-weekly payroll and supplemental pay cycles
- Retains personnel files, for active, terminated and retired as well as maintains employee accumulated time records, including sick and vacation
- Maintains compliance as well as prepares and reports timely information with federal, state, and other agencies, ~~including workers compensation claims administration~~
- ~~Back up on Property & Liability Insurance Claims administration~~
- Back up to answer retiree questions regarding
- Contact with outside suppliers regarding concerns payment of invoices
- Performs periodic and annual petty cash audit
- Serves as cosigner on City issued warrants and investments
- Prepares assigned financial, statistical or operational reports
- Interacts with employees and public to answer questions and/or refer to appropriate person
- Assists in interviews and administration of tests and assists in the selection of finance department employees to fill vacant positions
- Conducts new employee orientations regarding pay and benefits
- Provides leadership and direction in the development of short and long range plans
- Supervises finance staff in absence of Treasurer/Comptroller and/or Deputy Treasurer
- Provides administrative support to Treasurer/Comptroller
- Assists in calculations of pay & benefit changes, during contract negotiations
- Composes, types, and edits various correspondence, reports and memos
- Performs other tasks as assigned

### Secondary Duties:

- Assists Treasurer/Comptroller with annual budget
- Assists Treasurer/Comptroller with annual audit
- **Assists Treasurer/Comptroller with the annual property tax processes**
- Serves as back up to PT Accountant and Water Billing in Finance Department
- Attends professional development workshops and conferences to keep abreast of trends and changes in related field
- Operates vehicle to conduct City related business outside City Hall
- Continuously increase knowledge and skills through self-motivation, formal education, seminars and in-house training
- Maintain a well-developed working knowledge of City operations, taking responsibility to keep up to date and request assistance for further development needs

*Deputy Comptroller position description continued:*

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**Qualification – Education & Experience:**

- Requires a Bachelor degree in accounting, business management or related field from an accredited university or college, Master degree in related field preferred, and
- Three (3) to five (5) years of governmental accounting experience

**Qualification – Knowledge, Skills and Abilities:**

- Requires working knowledge of calculator & adding machine, telephone, office machines (such as fax, scanning & copy machine), computers, word processing, data base, accounting spreadsheet software;
- Policies and practices of public administration, governmental accounting principles, employee benefits, human resources, retirement programs;
- Appropriate skills to assist in budget preparation and administration, as well as planning, directing, and administering municipal programs;
- Ability to prepare and analyze comprehensive reports, carry out projects to completion
- Communicate effectively verbally and in writing, maintain successful working relationships with employees, city officials, and the public;
- Accurately record and maintain financial data and employee information
- Perform computations accurately and effectively;
- Plan, organize and supervise staff;
- Ability to work under pressure of deadlines and with frequent interruptions

**Qualification – Unique:**

- Must be bondable
- Possess a valid drivers license or ability to obtain such

**Work Environment & Physical Demands:**

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DEPARTMENT HEAD MEMO NO. 17-2  
April 28, 2017

**OFFICE OF THE CITY ADMINISTRATOR**

**Subject:** **Position Vacancy**  
**Classification:** **Water Billing Specialist**  
**Wage Range:** **\$41,000 - \$44,000 Annual / DOQ**  
**Days:** **Monday – Friday**  
**Hours:** **8:30 am – 5:30 pm**  
**Requirements:** **As outlined in the attached *Water Billing Specialist* job description**

First consideration will be given to employees with the following experience:

- Working knowledge of BS&A software
- Utility billing and collection
- Property tax billing and collection
- Cash handling
- Customer service
- Passport processing
- Proficiency with Microsoft Excel
- Proficiency with Microsoft Word
- Moderate proficiency with both verbal and written communications

**\*\*Appointment subject to City Council approval.**

Any current City employee desiring to make application for the aforesaid position should file a letter of application with the office of the City Administrator on or before 2:00 pm on Wednesday, May \_\_\_\_, 2017.

Bruce J. Smith  
City Administrator

City Attorney  
City Clerk  
City Treasurer/Comptroller  
Director of Public Safety

Director of Public Works  
Building Official  
Court Clerk  
Recreation Supervisor  
Information Technology Manager

POAM President (Chalut)  
Command President (Waszak)  
Clerk/Dispatch President (Tourville)  
Bulletin Boards (2)