



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, June 8, 2015, at 7:00 p.m.** The meeting will be held in the Conference Room of the Municipal Building, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 and is accessible through the Municipal Court doors. In accordance with Public Act 267, the meeting is open to the public and the agenda items are as follows:

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. City Assessor Agreement A. City Assessor Agreement 07/21/14
5. Michigan Tax Tribunal Settlement A. Memo 05/28/15 – City Assessor
Limits B. Committee-of-the-Whole Excerpt 09/10/12
6. BS&A .NET Module Update A. Memo 06/01/15 – Treasurer/Comptroller –
Purchases (Tax, Assessing, Business Assessor
License) B. Memo 06/02/15 – City Clerk
7. Defined Contribution vs. Benefit Plans A. Committee-of-the-Whole Excerpt 03/23/15
8. City Administrator Vacancy A. Review Applications
 B. Closed Executive Session to Review Confidential
 Applications for Employment
9. New Business/Public Comment
10. Adjournment

Alfred Fincham
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.

cc:
Council – 7
Berschback
Fincham
Hathaway
Rec. Secretary

Email Group
Media - Email
Post -8
File

4A

**City of Grosse Pointe Woods
ASSESSING SERVICES AGREEMENT**

THIS AGREEMENT, entered into this 21st day of July, 2014, between the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, "City", and Thomas Colombo, "Colombo".

GENERAL:

WHEREAS, the City desires to obtain the assessing services of Colombo for the City of Grosse Pointe Woods; and,

WHEREAS, the parties wish to reduce their agreement to writing.

NOW, THEREFORE, the parties agree as follows:

Section 1 - DUTIES:

- A. Colombo's primary duties shall consist of assisting the City with assessing services as outlined by Charter Section 4.14, the City Code, and state law. This will include, but not be limited to, the following:
- (1) Assist in preparation of MTT cases.
 - (2) Assessment of real and commercial property.
 - (3) Prepare for and attend March Board of Review meetings.
 - (4) Verify City Assessment records for compliance with the State Tax Commission's 14-point review.
 - (5) Review of the fieldwork and data entry performed by WCA Assessing.
 - (6) Maintain all licenses and/or certifications as may be required for the position.
- B. As an independent contractor, the position is excluded from any bargaining unit and not represented by any labor organization. Colombo will report to the City Council as an appointed official.

Section 2 - COMPENSATION:

- A. Total annual compensation for this agreement is based on the following:
1. The City agrees to pay Colombo for services rendered at the rate of Seventy Five (\$75.00) Dollars per hour in installments at the same time as employees of the City are paid (currently on a bi-weekly basis when the regular payroll is distributed) effective July 21, 2014.
 2. The parties acknowledge that the actual amount of time necessary to perform the required responsibilities will be approximately eight hours per week. If additional hours are required to perform necessary services at the City's request, Colombo may receive additional compensation for additional work, based on prior negotiations with the Treasurer, City Administrator, and prior approval from the City Council.
 3. The City will not withhold Federal and State Income Taxes and FICA taxes from the amounts earned and will issue a Form 1099 to Colombo.
 4. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust the terms of this agreement in response to annual budget considerations.

Section 3 - TERMINATION:

- A. Nothing in this Agreement can be construed to imply a definite term for any amount of time. This Agreement may be terminated by the City for any reason or no reason at any time, provided that Colombo shall receive thirty (30) days written notice of termination of the Agreement.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Colombo to resign at any time from his position with the City upon thirty (30) days written notice.

Section 4 - FRINGE BENEFITS:

- A. The parties acknowledge that this agreement does not include any fringe benefits.

Section 5 - OTHER TERMS:

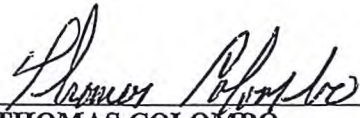
- A. Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them. It also supersedes any and all other agreements or contracts, either oral or written between the parties.
- B. Notices. Notices pursuant to this Agreement shall be deemed as given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid, as follows:

Thomas Colombo
46373 Sawyer Lane
Macomb Township, MI 48044

City of Grosse Pointe Woods
Attn: City Clerk
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

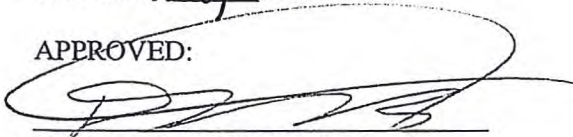
- C. Effective Date. This Agreement is effective July __, 2014.
- D. Severability. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the City of Grosse Pointe Woods has caused this Agreement to be signed on its behalf by its Mayor and City Administrator, and Colombo has signed this Agreement as written.

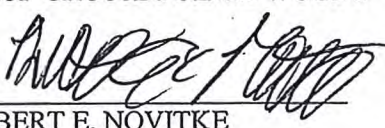

THOMAS COLOMBO

Dated: July 28, 2014

APPROVED:


DON R. BERSCHBACK, City Attorney
Dated: July 21, 2014

CITY OF GROSSE POINTE WOODS

BY: 
ROBERT E. NOVITKE

Its: Mayor
Dated: July 21, 2014

BY: 
ALFRED FINCHAM

Its: City Administrator
Dated: July 28, 2014

RECEIVED
JUN - 2 2015
CITY OF GROSSE PTE. WOODS

5A

Memorandum

To: Honorable Mayor and City Council

From: Thomas M. Colombo, City Assessor

Date: May 28, 2015

Re: Michigan Tax Tribunal Settlement Limits

With regarding the above captioned matter I would suggest that we consider a threshold predicated upon Taxable Value as opposed to the current, tax dollar amount. As tax rates change from year to year the amount of taxable value changes accordingly. By utilizing a taxable dollar amount the amount allowable for valuation disputes remains constant. My suggestion is that a Taxable Value change less than \$50,000 for residential property and less than \$175,000 for commercial property be allowed by the City Assessor and City Attorney respectively. The following illustrates the proposed change:

<u>Residential</u>		Tax Amount	Taxable Value
	Current:	\$500.00	\$26,500
	Proposed:	\$943.00	\$50,000
<u>Commercial</u>	Current:	\$2,500.00	\$132,517
	Proposed:	\$3,301.00	\$175,000

Thank you for your consideration with this matter,

Tom

COMMITTEE-OF-THE-WHOLE EXCERPT
09-10-12

Discussion ensued regarding **Michigan Tax Tribunal (MTT) – Small Claims**. The purpose of this discussion was to provide the City Attorney and City Assessor with some reasonable level of authority to settling MTT cases, both small claims and full Tax Tribunals.

The City Assessor requested \$500 per year of contention per appeal for small claims (up to 3 years.)

Motion by Bryant, seconded by McConaghy, that the Committee-of-the-Whole recommend that City Council authorize the City Assessor to compromise small claims up to \$500 per year of contention up to 3 years.

Motion carried by the following vote:

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

This item is to be reviewed in one year by the Committee-of-the-Whole.

The City Attorney requested advanced authority to settle MTT cases up to \$5,000.

Motion by Bryant, seconded by McConaghy, that the Committee-of-the-Whole recommend that City Council give advanced authority to the City Attorney to settle MTT cases without any further Council approval in the amount of \$5,000 per year of contention for up to a maximum of 3 years.

Substitute motion by Bryant, seconded by McConaghy, to amend the previous motion by deleting "\$5,000" and inserting "\$2,500".

Motion carried by the following vote:

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

This item is to be reviewed in one year by the Committee-of-the-Whole.



**CITY OF GROSSE POINTE WOODS
MEMORANDUM**

6A
RECEIVED
JUN - 2 2015
CITY OF GROSSE PTE. WOODS

Date: June 1, 2015

To: Mayor and City Council

**From: Dee Ann Irby, Treasurer/Comptroller
Tom Colombo, City Assessor**

Subject: BS & A Tax and Assessing Software Purchase

In 2011 the City purchased financial and accounting "dot net" software from BS&A. The purchase of this software allowed for automatic posting and interfaces with "pervasive" property taxes and assessing applications.

In April 2015 the City received notice from BS&A that they will no longer add legislative updates or new features to the pervasive software applications (ie: tax & assessing). We believe that it is essential to have software that can be updated for legislative changes.

We are requesting permission to purchase "dot net" tax and assessing software, from BS&A, at a cost not to exceed \$20,540. The cost includes the new "dot net" software program as well as data conversion and up to 5 days in-house training. The cost is spread over two fiscal years. Fiscal year 2014-15; contractual services 101-223-818 in the amount of \$5,240 and assessment/tax roll prep 101-224-833 in the amount of \$6,000. In the approved budget for fiscal year 2015-16; contractual services 101-855-818 in the amount of \$9,300. The annual software maintenance cost for BS&A is \$3,216.

Please feel free to call either Tom or myself if you have any questions.



14965 Abbey Lane
Bath, MI 48808
Toll Free: (855) BSA-SOFT
P: (517) 641-8900
F: (517) 641-8960
www.bsasoftware.com

April, 2015

BS&A Software Will No Longer Add New Features/Legislative Updates to Our Legacy Pervasive Software Applications

To All BS&A customers currently using our Pervasive Software Applications:

BS&A has always been committed to bringing our customers the latest in robust technology and usable software functionality. In late 2008, we released our completely rewritten software applications using a modern software language (C# and the .NET Framework) and a modern database engine (Microsoft's SQL Database Engine).

We originally chose to rewrite our applications from scratch because there were multiple features that were substantially more difficult, or even impossible to create, within the restrictions of the programming language and database engine utilized by our legacy Pervasive products. Since the introduction of our .NET applications, we have been able to significantly enhance the capabilities and reliability of our software.

However, with more than 85% of our customers now using our .NET products, it is becoming more and more difficult to maintain two distinct sets of applications going forward.

Additionally, the Michigan State Tax Commission is currently working closely with Marshall & Swift (a California company specializing in providing up to date building cost data) to create a new cost manual for Assessors in the state of Michigan. This new cost manual is slated to be released to the State of Michigan (and BS&A) by November of 2015 (assuming there are no delays). Once the cost manual is released in November of 2015, our software developers will be working hard to incorporate the new cost manual into our software.

Integrating a new cost manual into our Assessing application is a very difficult and onerous process. It will require a significant amount of configuration, software development, testing, and quality assurance to successfully complete the work.

Because of the aforementioned issues, we have made the difficult decision to cease development of all new features and legislative changes to our legacy Pervasive applications.

We will, however, continue to provide customer support for Pervasive applications for the foreseeable future, via telephone and email.

We strongly encourage you to upgrade to our .NET applications going forward.

Rest assured that we at BS&A continue to value the best interests of our customers, and will continue to provide telephone and email support for the Pervasive applications until all remaining customers have upgraded to .NET.

To begin the process of upgrading to our .NET applications, please contact us at 1-888-BSA-SOFT or (517) 641-8900, or send us an email at inquiry@bsasoftware.com.

Tom Szur
CEO, BS&A Software

Proposal for Software and Services, Presented to...

City of Grosse Pointe Woods, Wayne County MI

April 14, 2015

Quoted by: Steve Rennell



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

Contents

Please return all pages, retaining a copy for your records.

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BSA
SOFTWARE

Cost Summary

Application and Annual Service Fee prices based on an approximate parcel count of 7,381. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, Upgrade

Assessing .NET	\$8,400
Tax .NET	\$7,140
Subtotal	\$15,540

Installation

BS&A makes every attempt to perform installations remotely. This requires a high-speed internet connection. If you are unable to accommodate a remote installation, and require a BS&A representative to come on-site, installation is a separate charge of \$1,000/day.

Remote installation	\$0
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Software Setup/Training

Training is available at \$1,000/day (plus travel) and will be quoted separately, upon request.

BSA
SOFTWARE

Cost Totals

Not including Annual Service Fees

Applications, Upgrade	\$15,540
Installation	\$0

Total Proposed	\$15,540
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BSA
SOFTWARE

Conversion from Pervasive to .NET

Conversions from Pervasive to .NET are completed at no charge. If, however, a conversion is requested after our recommended scheduled time, and it requires after-hours or weekend attention, a fee of \$900 will be assessed.

Annual Service Fees, Upgrades

Annual Service Fees for .NET Upgrades are effective at your next renewal period. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Assessing .NET	\$1,786	To be billed at your next renewal period: 3rd quarter, 2015
Tax .NET	\$1,430	To be billed at your next renewal period: 3rd quarter, 2015
Total Annual Service, Upgrades	\$3,216	



Optional Item(s)

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ` custom payment import/lock box import
- ` custom OCR scan-line
- ` custom journal export to an outside accounting system
- ` custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

Apex Sketching Software for Use with Assessing/Equalization

Assessing/Equalization is compatible with Apex v4 Medina and Apex v5 Pro. Please visit <http://www.apexwin.com/us/> or call (800) 858-9958 to order the software.



Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization or training beyond the estimated number of days
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications

Signature

Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: srennell@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.

Contact Information

If any mailing addresses are PO Boxes, please also provide a Street Address for UPS/Overnight mail.

If additional contacts need to be submitted, please make a copy of this page.

Support Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____


CITY OF GROSSE POINTE WOODS

Office of the City Clerk

Memorandum

DATE: June 2, 2015

TO: Mayor and City Council

FROM: Lisa Hathaway, City Clerk 

SUBJECT: BS&A Business Licensing.NET software

The Clerk's original BS&A Business Licensing (pervasive) software program was purchased in 2002. On January 20, 2015, the Information Technology Manager, Deputy City Clerk, and I met with Steve Rennell, our BS&A representative, to discuss and review the Business Licensing .NET program. The following benefits will be provided by converting to the .NET program:

- BS&A is discontinuing support for the existing pervasive program;
- .NET integrates with other departments including existing Finance .NET software purchased in 2011;
- Provides the ability to renew a business license on-line;
- Provides ability to pay for license renewal on-line;
- Integrates cashier payment processing;
- Pervasive limits the number of permitted users. .NET does not limit the number of licenses, which permits all departments access/view Business License information for their various purposes:
 - Department of Public Safety: Provides emergency, business owner, property owner, and alarm company contact information; tracks fire inspections; capability to track, log, and invoice alarm runs, and dog licensing.
 - Finance Department: Provides for bar code capability to receive license payments;
 - Building Department: Tracks commercial building inspections and access to property and business owner contact information;
 - Community Center: Will provide information access to issue park passes to licensed businesses;
 - Assessing: Tracks businesses with delinquent personal property taxes.
- Captures Health Department approvals.

BS&A has provided a proposal for BusinessLicensing.NET software, converting from Pervasive to .NET, and software setup and training including travel in a total amount not to exceed \$6,330.00. This is an approved item in the 2015/16 budget in the amount of \$6,400.00, Account No. 101-855-818.000. Annual service fees for .NET upgrades will be in the amount of \$975.00.

Based on BS&A discontinuing support of the current Pervasive program and improved integration capability with the other departments, I recommend approval of this purchase and do not believe any benefit will accrue to the City by seeking further bids.

Proposal for Software and Services, Presented to...

City of Grosse Pointe Woods, Wayne County MI

December 22, 2014

Quoted by: Steve Rennell



Thank you for the opportunity to quote our software and services.

At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.

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Prices subject to change if the actual count is significantly different than the estimated count.

Applications, Upgrade

Business Licensing .NET	\$4,195
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Installation

BS&A makes every attempt to perform installations remotely. This requires a high-speed internet connection. If you are unable to accommodate a remote installation, and require a BS&A representative to come on-site, installation is a separate charge of \$1,000/day.

Remote installation	\$0
---------------------	-----

Software Setup/Training

- *When your trainer arrives on-site, the initial focus will be on software setup, which must be performed before training begins. This includes:*
 - *setting up user and user security rights for each application*
 - *modifying the custom settings in each application to fit the needs of the customer*
 - *setting up application integration and workflow methods*
 - *onsite verification of converted data for balancing and auditing purposes*
- *\$1,000/day*
- *Days quoted are estimates; you are billed for actual days used*

Business Licensing .NET

Days: 2

\$2,000

Cost Totals

Not including Annual Service Fees

Applications, Upgrade	\$4,195
Installation	\$0
Software Setup/Training	\$2,000

Total Proposed	\$6,195
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Travel Expenses	\$135
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Grand Total (with Travel Expenses)	\$6,330
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Conversion from Pervasive to .NET

Conversions from Pervasive to .NET are completed at no charge. If, however, a conversion is requested after our recommended scheduled time, and it requires after-hours or weekend attention, a fee of \$900 will be assessed.

Annual Service Fees, Upgrades

Annual Service Fees for .NET Upgrades are effective at your next renewal period. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Business Licensing .NET \$975 To be billed at your next renewal period: 3rd quarter, 2015

BS&A
SOFTWARE

Optional Item(s)

Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ` custom payment import/lock box import
- ` custom OCR scan-line
- ` custom journal export to an outside accounting system
- ` custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

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14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: srennell@bsasoftware.com

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Contact Information

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If additional contacts need to be submitted, please make a copy of this page.

Support Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

IT Contact

Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

COMMITTEE-OF-THE-WHOLE EXCERPT
03-23-15

The first item on the agenda was concerning **retirement plans – defined benefit versus defined contribution**. Mike VanOverbeke and Mark Hurst were in attendance at tonight's meeting to provide overviews regarding plans and identifying the differences.

The Chair explained this discussion is a follow-up to a Pension Board meeting. If there is a decision to move to a defined contribution plan, there would be a cost of \$8-10,000 for the actuary to do the study, but before deciding on having a study done, more information is needed.

Mark Hurst stated that weighing the pros and cons of the two plans is important. There are various reasons to go to either of the plans. Mr. Hurst is in favor of a defined contribution plan. Mr. VanOverbeke is in favor of a defined benefit, or modified benefit, plan. Mr. VanOverbeke distributed and provided an overview of a handout entitled, *In Support of Defined Benefit Plans – Great Value for the Dollar* and made reference to the City's *Actuarial Valuation as of June 30, 2014*.

Mr. Hurst then provided an overview recommending the defined contribution plan.

The Chair declared a recess at 8:55 p.m., and reconvened at 9:00 p.m.

The Treasurer/Comptroller commented, and suggested consideration of a hybrid plan with employee contribution, but that going to a defined contribution plan may not be the plan we want.

The Mayor stated he does not see the City moving away from the defined benefit plan for current, vested employees, and stated a concern over whether a defined contribution plan would retain good employees. He suggested pooling resources into something that would work. He asked administration to come back with parameters to discuss both plans or a hybrid to determine whether to do an actuarial study, which costs \$8-10,000, and to determine the impact of implementing a defined contribution plan and the impact upon the defined benefit plan.

There was a consensus of the Committee to look at it further, and that administration bring back options, look at potential changes to shift the risk a little bit from the employer to the employee; and, look at the defined benefit plan with different form and features to lessen the risk. Mr. VanOverbeke quoted the additional work taking approximately 10-15 hours. This item is to remain on the Committee-of-the-Whole and return in about six weeks, in the later part of May.

Mr. Hurst recommended that if the City is looking at a hybrid plan, be sure to look at market returns and discuss with the unions.