

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, June 4, 2018
7:00 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
6. MINUTES
 - A. City Council 05/21/18
 - B. Committee-of-the-Whole 05/21/18 w/recommendation:
 1. 2018 Road Program
 - a. Memo 05/30/18 – Director of Public Services
 - C. Beautification Advisory Commission 04/11/18, as amended
 - D. Historical Commission 04/12/18
7. BIDS/PROPOSALS/
CONTRACTS
 - A. Contract: Bond Improvements, Roofs and HVAC Project
 1. Memo 05/16/18 – Director of Public Services
 2. Letter 05/16/18 – City Engineer
 3. Bid Tabulation 05/01/18
 - B. Contract/Budget Amendment: Public Safety Garage Roof
 1. Memo 05/16/18 – Director of Public Services
 2. Letter 05/16/18 – City Engineer
 3. Quote 05/14/18 – J & J Roofing
 4. Certificate of Liability Insurance
 - C. Bid: Road Salt 2018/2019 Season
 1. Memo 04/30/18 – Director of Public Services
 2. Certificate of Liability Insurance
 - D. Contract: Operation of Community Transportation Service for Elderly and Disabled Individuals
 1. Memo 05/30/18 – City Administrator
 2. PAATS/SOC Agreement
 - E. Purchase/Budget Transfer: Detective Bureau Renovation Cabling
 1. Memo 05/29/18 – Director of Public Safety
 2. Invoice – Challenger Technologies, LLC

- F. Purchase/Budget Transfer: Furniture for Detective Bureau
 - 1. Memo 05/29/18 – Director of Public Safety
 - 2. Invoices (2) – National Business Furniture, LLC
- G. Purchase/Budget Transfer: Active Shooter Supplies-Ballistic Helmets
 - 1. Memo 05/29/18 – Director of Public Safety
- H. Purchase: Active Shooter Supplies - Tactical Vests
 - 1. Memo 05/29/18 – Director of Public Safety
- 8. CLAIMS/ACCOUNTS
 - A. City Engineers
 - 1. Invoice #0117541 04/30/18 - \$709.75
 - 2. Invoice #0117802 05/24/18 - \$721.00
 - B. Shared Legal Services (Clark-Hill) – High Speed Fiber Optic
 - 1. Invoice #013899 05/24/18 - \$3,168.27
 - 2. Letter 05/23/18 – Clark-Hill
 - C. City Attorneys
 - 1. Don R. Berschback - \$3,060.00
 - 2. Charles T. Berschback - \$4,000.00
- 9. CLOSED EXECUTIVE SESSION – Pending Litigation
- 10. NEW BUSINESS/PUBLIC COMMENT
- 11. ADJOURNMENT

**Lisa Kay Hathaway, CMMC/MMC
City Clerk**

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

<p>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</p>



COUNCIL
05-21-18 - 80

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MAY 21, 2018, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:03 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council Members: Bryant, Koester, McConaghy, McMullen, Shetler
Absent: Granger

Also Present: City Administrator Smith
City Attorney Don Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Director of Public Services Schulte
Building Inspector Tutag

Motion by Bryant, seconded by Koester, to excuse Council Member Granger from tonight's meeting.

Motion carried by the following vote:

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

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission members were in attendance:

Mike Fuller, Planning Commission

Hearing no objections, the presentation of Tree City USA Flag was moved until later on the agenda permitting all individuals to be present.

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

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, that the following minutes be approved as amended:

1. City Council Minutes dated May 7, 2017.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **Resolution Adopting Utility Billing Rates**, that the City Council concur with the Committee-of-the-Whole at their meeting held May 7, 2018, and adopt the Resolution implementing Option 1 water rates as presented.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **waiving City fees**, that the City Council concur with the Committee-of-the-Whole at their meeting held May 7, 2018, and waive the permit fee in the amount of \$75.00 and the transponder reconnect fee in the amount of \$50.00 for all residential consumers making the change prior to December 31, 2018; to reimburse those fees to residents for converting to a smaller meter from January 1 to present; and that a separate notice be provided to all residents with this option.

Motion carried by the following vote:

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

Motion by McMullen, seconded by Shetler, regarding **Worker's Compensation Insurance Contract**, that the City Council concur with the Committee-of-the-Whole at their meeting held May 14, 2018, and approve a 2-year contract with Midwest Employers Casualty Company with Specific Retention set at \$450,000.00 at an annual premium of \$53,378.00 to be paid from Fiscal Year 2018-19, budget line 632-854-914.000 and a 3-Year contract with York Risk Services at an annual cost of \$22,577.00 to be paid from Fiscal Year 2018-19, budget line 632-854-914.000, contingent upon the City Attorney's review and approval of the contract with York Risk Services, and to authorize the City Administrator to sign said contracts.

Motion carried by the following vote:

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

Motion by McMullen, seconded by Bryant, that the following minutes be approved as submitted:

1. Committee-of-the-Whole minutes dated May 7, 2018;
2. Committee-of-the-Whole minutes dated May 14, 2018.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **Memorial Tree Ceremony**, that the City Council concur with the Tree Commission at their meeting held March 7, 2018, and approve spending up to \$320.00 for the Memorial Tree Dedication Ceremony.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:13 P.M. FOR A PUBLIC HEARING ON THE 2018/19 PROPOSED BUDGET.

Motion by McConaghy, seconded by Shetler, that for purposes of public hearing, the items be received, placed on file, and listed as follows:

1. Memo 05/21/18 – City Administrator - Treasurer/Comptroller
2. 2018/19 Proposed Budget Summary
3. 2018 Tax Rate Request
4. Budget and Appropriation Resolution
5. Affidavit of Legal Publication 04/19/18
6. Committee-of-the-Whole Excerpt 04/30/18

Motion carried by the following vote:

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

The Treasurer/Comptroller provided an overview of the proposed 2018/19 budget.

The Chair asked if anyone from the audience wished to speak in favor of the proposed budget. The City Administrator recommended adoption of the proposed budget.

The Chair asked if anyone from the audience wished to speak in opposition to the proposed budget. No one wished to be heard.

Motion by Bryant, seconded by Shetler, that the public hearing be closed at 7:17 p.m. PASSED UNANIMOUSLY.

Motion by McConaghy, seconded by Koester, that the Council adopt the following resolution:

CITY OF GROSSE POINTE WOODS
BUDGET AND APPROPRIATION RESOLUTION

WHEREAS, a public notice has been previously given, as required by City Charter and State of Michigan Public Act 5 of 1982, that a public hearing will be held at 7:00 p.m. on Monday, May 21, 2018, for the purpose of receiving comments on the proposed 2018-19 City budget and the intent to levy Property Tax Revenues within the said City of Grosse Pointe Woods; and;

WHEREAS, a full and final public hearing has been held on proposed 2018-19 City Budget, and the proposed Increase in Property Taxes, it is therefore the opinion and judgment of Council that the aforesaid proposed 2018-19 City Budget, is in all things appropriate, correct and should be approved and that the property Tax Levy to finance the 2018-19 City Council should be approved accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grosse Pointe Woods, Michigan that the proposed 2018-19 City Budget and the proposed property Tax Levy for the fiscal year 2018-19 as finally reviewed (and/or changed by) the Council at this public hearing be adopted and the amounts as contained in the aforesaid budget should be appropriated as designated and property tax levied accordingly.

BE IT RESOLVED that there are those sums of revenue which are deemed necessary to be raised by ad valorem tax levies on all real and personal property within the City of Grosse Pointe Woods, and that the City Clerk be and is hereby directed to certify such amounts to the City Assessor for the spread on the 2018 City Tax Roll at the rate of 13.6125 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for general operations; 1.5000 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for Road Bond Debt; at the rate of 0.0718 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for Act 359 Public Relations; at the rate of 2.5710 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for Solid Waste.

Motion carried by the following vote:

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

City Clerk

CERTIFICATION

I, Lisa K. Hathaway Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council on _____, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and will be, or have been, made available as required by said Act.

Lisa K. Hathaway, City Clerk

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:17 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF GEORGE AND ANGELA BROWN, 672 BIRCH LANE, GROSSE POINTE WOODS, FOR PERMISSION TO ERECT A 6' PRIVACY FENCE WITHOUT 2" OPENINGS THROUGHOUT THE FENCE, WHICH REQUESTS ARE NONCOMPLIANT WITH SECTIONS 8-279(1) AND 8-281 OF THE 2017 CHARTER AND CODE. VARIANCES ARE THEREFORE REQUIRED.

Motion by McMullen, seconded by Shetler, that for purposes of the public hearing the following items be received and placed on file:

1. Letter 05/07/18 – George and Angela Brown
2. Photos (2)
3. Application for Fence 05/01/18
4. Mortgage Survey 07/27/09
5. Memo 05/15/18 – Building Inspector
6. Photos (5)
7. Memo 05/11/18 – Director of Public Services

8. Affidavit of Property Owners Notified
9. Aerial Views (2)

Motion carried by the following vote:

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

The Building Inspector provided an overview of his memo dated May 15, 2018.

The Chair asked if anyone from the audience wished to speak in favor of the proposed request. The following individuals were heard:

George Brown
672 Birch Lane

Maria Tobin
699 Shoreham

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. No one wished to be heard.

Motion by McMullen, seconded by Bryant, that the public hearing be closed at 7:28 p.m.
PASSED UNANIMOUSLY.

Motion by Bryant, seconded by Shetler, regarding Public Hearing for fence variances requested by George and Angela Brown, 672 Birch Lane, that the Council approve the variances.

Motion failed by the following vote:

Yes: Bryant, Shetler
No: Koester, McConaghy, McMullen, Novitke
Absent: Granger

All were now present for the Tree City USA presentation. The Tree Commission Members present included Stephen Chan, George Hathaway, Peter Groschner, Mary Ellen Meyering, Jeff Profeta, Robert Greening, and Laura Gaskin. The City Council was presented with the

40th Tree City USA flag, and recognition was given to four winners of the 3rd Grade Arbor Day Poster Contest.

Motion by Koester, seconded by Shetler, regarding **Budget Amendment: Lock-Up Renovation Project**, that the City Council approve a budget amendment in the amount of \$437,819.00, funds to be taken from the General Fund fund balance Account No. 101-000-699.000, Transfer from Prior Year Reserve, into the Public Safety Municipal Improvement Account No. 401-902-977.102.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **2017 Department of Public Works Annual Report**, that the City Council receive and place on file said report.

The Director of Public Services provided an overview of the annual report.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – April 2017**, that the City Council refer this report to the Finance Committee.

Motion carried by the following vote:

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

Motion by Koester, seconded by Bryant, regarding **Engineering Services: Capital Improvement Water Main Project**, that the City Council authorize Anderson, Eckstein & Westrick to provide engineering design services and solicit bids for the 2018

water main Capital Improvement Project at a cost not to exceed \$85,500.00, funds to be taken from Water/Sewer Account No. 592-536-992.999.

Motion by Koester, seconded by Bryant, to amend the previous motion by deleting, "funds to be taken from Water/Sewer Account No. 592-536-992.999", and inserting, "; and, approve a budget transfer in the amount of \$85,500.00 from Account No. 592-536-992.999, Debt Reserve Future Projects, into Account No. 592-537-978.300 Project Plan Engineering."

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **purchase: rubbish bags**, that the City Council approve the purchase of rubbish bags from Dyna Pak Corp at a cost of \$6.50 per 50-bag sleeve, in a total amount not to exceed \$39,000.00, funds to be taken from Account No. 598-787-757.000.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **City Engineers**, that the City Council approve the following Anderson, Eckstein and Westrick Inc. Invoices (11):

1. Invoice No. 0116768 02/13/18 - \$1,735.90:
 - a. Account No. 202-451-975.310 - \$681.18;
 - b. Account No. 203-451-975.310 - \$1,054.72.
2. Invoice No. 0117319 04/11/18 - \$23,700.00:
 - a. Account No. 420-902-977.103.
3. Invoice No. 0117536 04/30/18 - \$68,179.15:
 - a. Account No. 592-537-975.004.
4. Invoice No. 0117537 04/30/18 - \$1,672.80:
 - a. Account No. 101-000-285.530.

5. Invoice No. 0117539 04/30/18 - \$772.50:
 - a. Account No. 592-537-977.000.
6. Invoice No. 0117540 04/30/18 - \$5,475.00:
 - a. Account No. 420-451-974.201.
7. Invoice No. 0117544 04/30/18 - \$4,319.84:
 - a. Account No. 202-451-974.201 - \$734.37;
 - b. Account No. 203-451-974.201 - \$1,598.34;
 - c. Account No. 592-537-975.401 - \$1,987.13.
8. Invoice No. 0117545 04/30/18 - \$2,381.20:
 - a. Account No. 202-451-975.310 - \$785.80;
 - b. Account No. 203-451-975.310 - \$1,595.40.
9. Invoice No. 0117546 04/30/18 - \$2,039.40:
 - a. Account No. 592-537-818.000.
10. Invoice No. 0117547 04/30/18 - \$192.30:
 - a. Account No. 101-000-694.000.
11. Invoice No. 0117555 05/01/18 - \$2,901.00:
 - a. Account No. 401-451-974.201.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **legal services – WCA Assessing**, that the City Council approve the invoice dated May 4, 2018:

1. Hallahan & Associates, P.C. Invoice #15375 - \$2,688.15.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **contractor – Doetsch Industrial Services, Inc.**, that the City Council approve Construction Pay Estimate No. 4 in

accordance with the City Engineer's letter dated May 10, 2018, in the amount of \$28,507.63 to Doetsch Industrial Services, Inc. for services rendered on the 2017 SAW Grant Sewer Cleaning and CCTV Investigation.

Motion carried by the following vote:

Yes: Bryant, Koester, McConaghy, McMullen, Novitke, Shetler

No: None

Absent: Granger

The following individuals were heard under Public Comment:

- George Brown, 672 Birch Lane, asked if a 6' shadow box fence would be a viable alternative to his original request earlier this evening.
- A resident inquired regarding chipping services. The City Clerk was asked to provide the date of the upcoming Committee-of-the-Whole meeting when this item is to be addressed.
- Mike Fuller expressed tremendous respect for the Department of Public Works and the work and services they provide.
- Robert Newman was in support of tonight's fence variance request.
- Roger Smith, Fairway Drive, discussed traffic and speeding on Fairway and traffic sign recording. The City Administrator was asked to look at the street speed recording device, and to give attention to the speeding issues.
- Annie Smith witnessed speeding on Fairway, vehicles with tinted windows, and is in favor of the tonight's fence request.
- Jeff Profeta, 555 Shoreham. Significant problems with speed and racing in the Fairway area, in favor of the prior fence request, and wants chipper services.

Motion by Bryant, seconded by Shetler, to adjourn tonight's meeting at 8:14 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MAY 21, 2018, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

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

ALSO PRESENT: City Administrator Smith
City Attorney Don Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Director of Public Services Schulte
City Engineer Lockwood

Mayor Novitke called the meeting to order at 8:20 p.m.

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

Motion carried by the following vote:

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

Motion by Bryant, seconded by Koester, to excuse Council Member Granger from tonight's meeting.

Motion carried by the following vote:

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



The item regarding **2018 Road Program recommendation** was moved up on the agenda. The Treasurer/Comptroller stated she is working with Bill Brickey to ensure the fiscal forecasting is solid and that the fund balance will be accurate moving forward. The City Engineer stated the bid openings can be held even if awarding the contract will be delayed past the original June 4th award of contract date. The Treasurer/Comptroller provided an overview of the Fund Balance Analysis Road Projects through FY 2018/19. The Director of Public Services stated Cook Road is in bad condition and \$10,000.00 has been spent patching the road to maintain it until funds are available to repave. Hot patch could last approximately 5 years. To pave Lochmoor, it would cost \$520,282.00, or \$622,000.00 including engineering and design fees. Design and engineering costs for the other streets was also discussed. Adding Cook Road to the project list will reduce the fund balance by approximately 1.05% leaving a remaining Fund Balance of

approximately 26%. If the project moves forward including Stanhope, Anita, Brys, Vernier Road (including a \$1 million federal grant) and excluding Lochmoor, the remaining fund balance will be 27.16%. The Fund balance remaining if Cook Road is included will be at 26.57%.

Motion by Bryant, seconded by McConaghy, that the Committee-of-the-Whole recommend to the City Council that the 2018 Road Program include Stanhope, Anita, Brys, Vernier Road, and Cook Road, excluding Lochmoor, contingent upon review of the fiscal forecast and fine tuning the general fund surplus.

Motion carried by the following vote:

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

Next, the **Millage Proposal Information Sheet** was discussed. Following discussion, Administration was asked to prepare a final document with the corrections as discussed.

The next item discussed was regarding **Grosse Pointe Chamber of Commerce – Dogs Unleashed Name**. At the suggestion of Sue Como, the Committee discussed the name "Mac". There was also a suggestion to name it "Skip" in recognition of the previous City Administrator's/Director of Public Safety's K-9 advocacy. Following discussion, there was a consensus of the Committee to name the dog Skip. The City Administrator was asked to contact the artist.

Under New Business:

- The Treasurer/Comptroller discussed additional reimbursements for water meter installation fees in the amount of \$450.00, and suggested reimbursing residents for fees from July 1, 2017, instead of from January 1, 2018.

Motion by Shetler, seconded by Bryant, regarding water meter installation fee reimbursements, to waive the transponder and inspection fees from July 1, 2017, forward.

Motion carried by the following vote:

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

Public Comment:

- Judy Sheehy spoke regarding Headlee Override, roads, and status of Road Bond passed by voters. The Mayor explained the bond monies have been expended and the City wants to finish getting the roads done. She also discussed Medstar response times.
- Resident, spoke of water meters and bills.

Motion by McConaghy, seconded by Bryant, that the Committee recess the regularly scheduled Committee-of-the-Whole meeting at 9:08 p.m. and convene in Closed Executive Session for the purpose of discussing a legal opinion on litigation at which time the Committee may or may not reconvene in regular session to address additional items as necessary, in accordance with the Open Meetings Act 1976 PA 267.

Motion carried by the following roll call vote:

Koester	Yes
McConaghy	Yes
McMullen	Yes
Novitke	Yes
Shetler	Yes
Bryant	Yes
Granger	Absent

The Committee reconvened in open session at 9:26 p.m.

Motion by McConaghy, seconded by Shetler, that the meeting of the Committee-of-the-Whole adjourn at 9:27 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *F.S.*

DATE: May 30, 2018

SUBJECT: 2018 Road Program – AEW Project No. 0160-0407

RECEIVED**MAY 31 2018****CITY OF GROSSE PTE. WOODS**

I have reviewed the recommendation from AEW to award the 2018 Road Program for Grosse Pointe Woods to the lowest qualified bidder, HMC, LLC of Troy, Michigan. This contractor has not previously worked with AEW; however, they have worked with several of their primary employees on past projects. Their references were checked and an interview was conducted. AEW believes they will perform satisfactorily on this project.

Lochmoor Drive resurfacing, included in the bid for the 2018 Road Program, will be removed to keep the project within budget resulting in a contract modification (reduction) of \$643,688.00. Therefore, I concur with AEW and recommend a contract for the 2018 Road Program be awarded to HMC, LLC, located at 4755 Rochester Road, Troy, Michigan 48085 in the amount of \$1,241,715.25 (\$940,999.00 - Roads, \$293,716.25 – Water/Sewer). The total project, including construction engineering fees of \$173,840.00 and previously approved design engineering fees of \$106,987.00, will not exceed \$1,515,542.25.

Road & Water/Sewer Construction Funding Sources		
Description	Account Number	Amount
General Fund Txfr to Local Roads	101-000-699.000	\$1,072,739.00
Water/Sewer Fund Txfr From	592-536-992.999	\$335,816.25
Total		\$1,408,555.25

Local Road & Water/Sewer Construction Expenses		
Account Description	Account Number	Amount
Road Construction	203-451-977.804	\$940,999.00
Water/Sewer Construction	592-536-975.400	\$293,716.25
Road Engineering	203-451-977.803	\$131,740.00
Water/Sewer Engineering	592-537-975.401	\$42,100.00
Contingency	203-451-980.000	\$0
TOTAL		\$1,408,555.25

The 2018 Road Program includes the resurfacing of Anita from Mack to the west city limit, Brys from Mack to Helen, the reconstruction of Stanhope from Chester to the west city limit, and joint repair of Cook Road from Mack to Wedgewood. If you have any questions concerning this matter please contact me.

Attachment

Approved for Council consideration.

Bruce Smith
 Bruce Smith, City Administrator

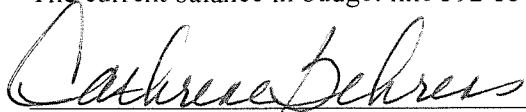
May 30, 2018
 Date

Fund Certification:

I hereby certify that unencumbered funds in the General Fund Balance are available for the 2018 Road Program as presented in the table above are available and that the account numbers have been verified. A budget amendment will be required from the General Fund Balance Account #101-000-699.000, Prior Year Fund Balance, in the amount of \$1,072,739 into the Local Street Fund budget line 203-451-977.804, Road Construction, in the amount

of \$940,999 and budget line 203-451-977.803, Road Engineering, in the amount of \$131,740. Total allocations from the 2017-2018 Fund Balance will total \$2,803,125.27.

A budget transfer is required in the Water/Sewer Fund from budget line 592-536-992.999, Debt Reserve Future Projects, in the amount of \$335,816.25 into budget line 592-536-975.400, W/S Concrete Repair-2018 Road, in the amount of \$293,716.25 and budget line 592-537-975.401, Water/Sewer Engineering, in the amount of \$42,100. The current balance in budget line 592-536-992.999, Debt Reserve Future Projects, is \$644,180.73.



Cathrene Behrens, Treasurer/Comptroller



Date

RECEIVED

APR 16 2018

Beautification Advisory Commission
Lake Room – GPW Community Center
20025 Mack Plaza Dr., Grosse Pointe Woods
Meeting – April 11, 2018 – 7:00 p.m.

CITY OF GROSSE PTE. WOODS

approved by
commission
on
5-9-18

Present: Casinelli, Hage, Hess, Koester, Martin-Rahaim, Medura, Miller, Ragland, Stephens, Stewart

Also Present: McConaghy, Mathews

Excused: Arslanian, Hilton, McCarthy, Sauter, Spreder

Call to Order: The meeting was called to order by Vice-Chair Stephens at 7:01 p.m.

Minutes: The March 14, 2018 meeting minutes were distributed and reviewed.

Motion by Medura, seconded by Hage to approve the March 14, 2018 minutes as revised.

Treasurer's Report: J. Hilton presented treasurers report. City Council approved \$1,000.00 deposit for Lochmoor Club to secure room for 2017 8 Awards Night.

Motion by Sauter, seconded by Hage, to approve the report as presented.

Motion carried by the following vote:

Yes: Casinelli, Hage, Hilton, Koester, McCarthy, Martin-Rahaim, Medura, Ragland, Sauter, Spreder, Stephens, Stewart

No: none

Excused: Arslanian, Miller

Not Present: Hess

Corrected per
BAC 4-11-18 rdk

Motion carried by the following vote:

Yes: Casinelli, Hage, Hess, Koester, Martin-Rahaim, Medura, Miller, Ragland, Stephens, Stewart

No: none

Excused: Arslanian, Hilton, McCarthy, Sauter, Spreder

Treasurer's Report: no report

Chairperson's Report: no report

Awards Program: Stephens presented update on Awards Program. Committee members received Award night packets including assigned areas.

Tile/Mugs Program: Discontinued. Remove from agenda.

Flower Sale: Martin-Rahaim updated committee on 2018 Flower Sale. Circulated volunteer sign-up sheet for delivery and flower sale.

Council Report: Council Representative McConaghy reported on the City Council Meetings.

DPW: Mathews presented DPW report.

Old Business: no report

New Business: no report

Motion by Martin-Rahaim, seconded by Hess, to adjourn the Beautification Advisory Commission meeting at 7:39 p.m.

Motion carried by the following vote:

Yes: Casinelli, Hage, Hess, Koester, Martin-Rahaim, Medura, Miller, Ragland, Stephens, Stewart

No: none

Excused: Arslanian, Hilton, McCarthy, Sauter, Spreder

Respectfully submitted,

Rachelle Koester

City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
April 12, 2018

6D
RECEIVED

APR 18 2018

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:32 p.m. by Chairperson Lynne Millies.

CITY OF GROSSE PTE. WOODS
approved by commission
5-10-18

2. Roll Call

Present: George Bailey, Mary Kaye Ferry, Del Harkenrider, Shirley Hartert, Suzanne Kent, Lynne Millies, Sean Murphy, Frank Romano, Becky Veitengruber, Giles Wilborn

Also Present: GPW resident John Parthum

Excused: Council Representative George McMullen Jr.

3. Approval of Agenda

Motion by Romano, seconded by Hartert, to approve the agenda for April 12, 2018 as presented. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Hartert, seconded by Bailey, to approve the March 8, 2018 minutes as presented. Ayes: all. Motion carried.

5. Items

A. Report of Treasurer: Hartert reported that the commission balance is \$1,969.81 and the Cook Schoolhouse balance is \$4,994.11.

B. Cook School:

1. Maintenance Report: Ferry checked on the schoolhouse and it looked okay.

2. Open House Sign Up: Members signed up to host the following open houses:

- Saturday June 9 (noon-2:00 p.m.) hosted by Ferry, Romano, Wilborn
- Saturday July 21 (noon-2:00 p.m.) hosted by Harkenrider, Kent, Millies
- Saturday Sept. 15 (5:00-7:00 p.m.) hosted by Bailey, Murphy, Veitengruber
- Saturday Oct. 13 (noon-2:00 p.m.) hosted by Hartert, Millies, Veitengruber

C. Commission Files: Some members worked on organizing files with John Parthum.

6. Old Business

A. Member Vacancy:

1. Welcome the commission's newest member, George Bailey.
2. A new directory of the commission was distributed to all members.
3. Still one vacancy on the commission.

B. Memorial Day: Commission discussed details for the event.

7. New Business

A. Motion by Hartert, seconded by Ferry to resign as commission treasurer, effective immediately. Ayes: all. Motion carried.

Motion by Hartert, seconded by Murphy, to nominate George Bailey as commission treasurer, effective immediately. Ayes: all. Motion carried.

B. Bailey will look into desks that residents want to donate, and report back to commission.

8. Public and Commissioner Comments

A. John Parthum reminded commission of procedures and processes for various things.

B. Millies shared highlights from the Michigan Local History conference she and some other members attended.

C. Ferry reported that the MORSA conference this year will be on Saturday May 19 in Williamston, MI.

Adjournment

The meeting adjourned at 8:42 p.m. by Chairperson Millies.

Respectfully submitted:

Becky Veitengruber, Secretary

The next meeting of the Grosse Pointe Woods Historical Commission will take place on May 10th, 2018 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

RECEIVED**MAY 31 2018****CITY OF GROSSE PTE WOODS**

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *FS*

DATE: May 16, 2018

SUBJECT: Recommendation – Bond Improvements, Roofs and HVAC
AEW Project No. 0160-0395

I have reviewed the recommendation from AEW to award the contract for the Bond Improvements, Roofs and HVAC project to the lowest qualified bidder, Cross Renovations, Inc. of Livonia and their subcontractors Schena Roofing and K&S Ventures. Both have a good understanding of the project and similar experience. K&S Ventures is very familiar with the mechanical systems and have been performing maintenance on our systems for years. Schena Roofing is a very reputable roofing contractor who has worked with AEW in the past and are also experienced in the installation of vented nail base roofing systems. They are qualified to perform this type of work and their work has been satisfactory.

Based upon the recommendation of AEW, I concur that the contract be awarded to the lowest qualified bidder Cross Renovations, Inc., 34133 Schoolcraft Road, Livonia, Michigan 48150 in the amount of \$2,393,481.00.

The above amount was reduced by \$85,944.00 for the police garage roof that will be completed by another roofing contractor through the DPW. The bid amount also includes a construction contingency of \$140,000.00 for unforeseen conditions.

The Treasurer/Comptroller has prepared the budget for the Capital Improvement Fund for presentation at the Committee-of-the-Whole meeting scheduled for June 4, 2018. The budget will have the following expense accounts budgeted for these costs:

GENERAL FUND		
City Hall Roof & HVAC	420-902-977.101	\$1,495,709
DPW Administration Building Roof	420-902-977.103	\$109,025
Lake Front Park Bath House/HVAC/Boiler	420-902-977.104	\$461,000
Construction Oversight	420-451-974.201	\$140,000
Bond Expense	420-299-977.199	\$76,400
GENERAL FUND TOTAL		\$2,282,134
WATER / SEWER FUND		
City Hall Roof & HVAC (5%)	592-536-992.999	\$78,722
DPW Administration Building Roof (50%)	592-536-992.999	\$109,025
WATER/SEWER FUND TOTAL		\$187,747

Please contact me if you have any questions concerning this matter.

Approved for Council consideration.

Bruce Smith
Bruce Smith, City Administrator

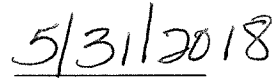
5/30/18
Date

Fund Certification:

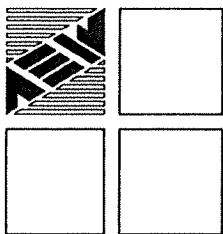
A budget amendment has been prepared for Council consideration to fund the above listed Capital Improvement Projects as presented in the table above in the Capital Improvement Fund and the Water/Sewer Fund. The Capital Improvement and Water/Sewer budget amendment will be presented at the Committee-of-the-Whole meeting scheduled for June 4, 2018. Pending Council approval, these funds will be available at the closing date of the Capital Improvement Bond sale and Council approval of the proposed budget amendment.



Cathrene Behrens, Treasurer/Comptroller



Date



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

May 15, 2018

Bruce Smith
City of Grosse Pointe Woods
20025 Mack Plaza Drive
Grosse Pointe Woods, MI 48236

Reference: Bond Improvements, Roofs and HVAC
Grosse Pointe Woods, MI
AEW Project No. 0160-0395

Dear Mr. Smith:

On Tuesday, May 1, 2018, three (3) bids were received for the above referenced project. We have tabulated the bids and have included a summary herewith for your use.

We interviewed the lowest bidder, Cross Renovations, Inc. and their subcontractors Schena Roofing, and K&S Ventures on Tuesday May 9, 2018. Both Cross Renovations and their subs had a good understanding of the project and similar experience. As you know K&S Ventures is very familiar with the mechanical systems and have been performing maintenance on your systems for years. Schena Roofing is a very reputable roofing contractor which we have worked with in the past, they are also well experienced in the installation of vented nail base roofing systems.

Based upon our evaluation of the bids, interview, experience of Cross Renovation and their key Sub-contractors K&S Ventures and Schena Roofing we recommend the contract for the **Bond Improvements, Roofs and HVAC** be awarded based on available funding to **Cross Renovations, Inc., 34133 Schoolcraft Road, Livonia, MI 48150 for the amount of \$2,393,481.00.**

The above amount removes \$85,944.00 for the Police Garage Roof which will be completed by another roofing contractor through the DPW. The amount also includes a construction contingency of \$140,000.00 for unforeseen conditions, bid Add Alternate No.4 for \$54,130.00 for temporary cooling systems in City Hall during construction and a Voluntary Alternate credit provided by the contractor for \$35,550.00 which removes additional tapered insulation that is no longer needed on the DPW roof.

In addition, construction engineering costs are estimated at \$12,000.00 and bond cost are \$91,000.00 for a total project cost of \$2,496,481.00

If you have any questions, please advise.

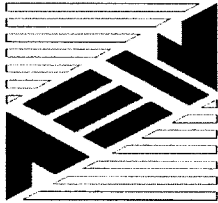
Sincerely,



ANDERSON, ECKSTEIN AND WESTRICK, INC.

Jason Arlow, AIA
cc: Frank Schulte, GPW
Scott Lockwood, AEW

Enclosure: Bid tabulation



TABULATION OF BIDS
City of Grosse Pointe Woods
Capital Improvements, Roofs and HVAC

AEW PROJECT NO. 0160-0395

DATE: 5/1/18
TIME: 10:00 AM

Prepared by: Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road
Shelby Township, MI 48315

VENDOR RANKING

<i>RANK</i>	<i>VENDOR NAME</i>		<i>Lump Sum Bid</i>		<i>Alternate 1 (Deduct)</i>		<i>Alternate 2 (Add)</i>		<i>Alternate 3 (Deduct)</i>		<i>Alternate 4 (Add)</i>
1	Cross Renovation, Inc	\$	2,460,845.00	\$	20,114.00	\$	160,175.00	\$	9,147.00	\$	54,130.00
2	DCC Construction	\$	3,071,353.00	\$	20,000.00	\$	265,000.00	\$	9,000.00	\$	-
3	Clearwater Construction	\$	3,857,000.00	\$	50,000.00	\$	300,000.00	\$	12,500.00	\$	55,212.00
4											
5											
6											



TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *FS*
DATE: May 16, 2018
16
SUBJECT: Recommendation – Public Safety Garage Roof
AEW Project No. 0160-0395

RECEIVED

MAY 25 2018

CITY OF GROSSE POINTE WOODS

I reviewed the bids received on May 1, 2018 for the citywide roof improvement bond project and noted that the Public Safety Garage Roof could be completed by a smaller contractor for a lower price. I went directly to three local contractors and requested quotes as shown below.


J&J Roofing	\$13,472.00
Hadley Home Improvement Inc.	\$15,675.00
Rely-On Construction	\$16,900.00

J&J Roofing of Roseville has done work for the city in the past, it was satisfactory, and their quote appears fair and reasonable. Based upon the recommendation of AEW, I concur that a purchase order be awarded to J&J Roofing, 29522 Little Mack, Roseville, MI 48066 in the amount of \$13,472.00 with a contingency for damaged wood replacement of \$1,500.00. The total project cost not to exceed \$14,972.00.

This is not a budgeted item in the 2018/2019 fiscal year. A budget amendment and transfer is required from the General Fund Balance account No. 101-000-699.000, Prior Year Reserves, into the Capital Improvement Fund, account No. 420-902-977.102, Improvement-Public Safety, in the amount of \$13,472.00, and \$1,500.00 into the Capital Improvement contingency account No. 420-902-980.000. Total project costs not to exceed \$14,972.00. These expenses will be reimbursed to the General Fund with capital improvement bond proceeds. Construction engineering fees for this project are included in the Bond costs for the total Roofs and HVAC project.

Please contact me if you have any questions concerning this matter.


Approved for Council consideration.


Bruce Smith, City Administrator

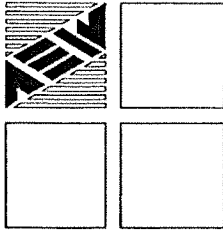
5/24/18
Date

Fund Certification:

A budget amendment and transfer is required from the General Fund Balance account No. 101-000-699.000, Prior Year Reserve, into the Capital Improvement Fund account No. 420-902-977.102, Improvement-Public Safety, in the amount of \$13,472.00, and into the Capital Improvement contingency account No. 420-902-980.00, in the amount of \$1,500.00, for a total project cost not to exceed \$14,972.00 and that the account numbers have been verified.


Cathrene Behrens, Treasurer/Comptroller

5/24/18
Date



ANDERSON, ECKSTEIN AND WESTRICK, INC.

51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

May 16, 2018

Frank Schulte, Director of Public Services
City of Grosse Pointe Woods
1200 Parkway Dr.
Grosse Pointe Woods, Michigan 48236

RECEIVED

MAY 30 2018

CITY OF GROSSE PTE. WOODS

Reference: Recommendation of Police Garage Bid
AEW Project No. 0160-0395

Dear Mr. Schulte:

As you know upon reviewing the bids that were received on May 1, 2018 for the City wide roof improvements the Police Garage roof was noted as a roof that a smaller contractor may be able to execute at a lower price. The DPW then went directly to three contractors requested and received three quotes.

As requested, AEW has reviewed the three quotes. J&J's Roofing's quote dated May 14, 2018 for \$13,472.00 (the lowest quote out of three provided to our office) to replace the Police Garage roof appears fair and reasonable.

AEW recommends that the City contracts J&J Roofing to remove and replace the Police Garage Roof, for the following not to exceed amounts:

J&J Roofing: \$13,472.00 + \$1,500 contingency for (damaged) wood replacement = \$14,972.00

If you have any questions, please call.

Sincerely,



Jason R. Arlow, AIA, LEED AP

Enclosure: J&J Roof Quote

cc: Scott Lockwood, AEW
Bruce Smith, GPW

N/S _____ E/W OF _____ WTE _____ PRMT _____ OPEN _____ FINAL _____ INST _____

TEAR OFF PROPOSAL



29522 Little Mack, Roseville, MI 48066
586-445-6455
WWW.JJROOFING.COM

SPECIAL INSTRUCTIONS

Replace Metal Flanges on heat stacks if necessary.
Install 6ft of Ice and water shield on front of building.

Name: CITY OF GROSSE POINTE WOODS
Street: 30035 MACK
City: G.P. Woods
Phone: 313-343-2460
Work/Cell: 313-808-2509 OK to Text ☐
Email: _____
Lead-Source: ATTN. FRANK SCHULTE

Shingle: Antitinted-Handmark
Color: Moire Black
Drip: White Vents: Black

House <input type="checkbox"/>	W <input checked="" type="checkbox"/>	Story 1 <input checked="" type="checkbox"/>	Layers 1 <input type="checkbox"/>	Hip <input type="checkbox"/>
Garage <input checked="" type="checkbox"/>	S <input type="checkbox"/>	2 <input type="checkbox"/>	2 <input type="checkbox"/>	Gable <input checked="" type="checkbox"/>
Att. Garage <input type="checkbox"/>		3 <input type="checkbox"/>	3 <input type="checkbox"/>	

- ☒ Strip existing roof
- ☒ Install drip edge on all edges
- ☒ Install Ice and Water Shield 3 ft. at eaves and valleys
- ☒ Install synthetic underlayment
- ☐ Install _____ additional roof vents at \$ _____ to code
- ☐ Install _____ ft. ridge vent at \$ _____ to code
- ☒ Step flash where needed
- ☒ Replace all pipe flashings

- ☒ Inspect and replace roof boards as needed 41.00 per ln. Ft
- ☒ Inspect and replace plywood as needed 42.00 per sheet
- ☒ Install Lifetime transferable warranty shingle
- *Unless otherwise stated
- ☒ Remove all debris and haul away
- ☒ Obtain Building Permits as required
- ☒ Upgrade Shingle Handmark

Dollars \$ 13,472.00

10% Deposit _____

Subtotal _____

Additional _____
Balance due _____
upon completion: _____

Total Job: _____

Paid In Full _____

This contract is the property of J&J Roofing, any unauthorized use or reproduction of this document is strictly prohibited and will be prosecuted.
Due to the nature of the work being performed, J&J Roofing cannot be responsible for damage to driveways, landscaping, outdoor fixtures, siding, awnings etc.
Owner to carry fire, tornado and other necessary insurance on above work. J&J Roofing is not responsible for any act of God, fire, wind, or interior damages.

Respectfully submitted: Joe Claycomb Cell # 586-615-4042 Date: 5/14/18

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. J&J Roofing, Inc. is authorized to do the work as specified. I understand this estimate is based on an initial evaluation and does not include additional labor and materials which may be required should unforeseen problems arise after work has been started or to comply with local building codes.

Signature: _____ Date: _____

Payment will be made as outlined above. If not paid as agreed, the unpaid balance becomes a lien on property an 11% interest added per month until paid in full.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2018

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).

PRODUCER Brown & Brown of Detroit 35735 Mound Road Sterling Heights MI 48310		CONTACT NAME: Kelly Bottcher PHONE (A/C, No, Ext): (586) 977-6300 FAX (A/C, No): (586) 977-6780 E-MAIL ADDRESS: kbottcher@bbdetroit.com	
INSURED J & J Roofing Inc. 29522 Little Mack Roseville MI 48066		INSURER(S) AFFORDING COVERAGE INSURER A: Western World Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1842407901

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	Y		NPP8448277	01/19/2018	01/19/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Property damage-single \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NPP8448277	01/19/2018	01/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The certificate holder is included as additional insured with respect to operations performed by the named insured.

CERTIFICATE HOLDER

CANCELLATION

City of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Pointe Woods MI 48236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

7C
RECEIVED

MAY 23 2018

CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator

FROM: Frank Schulte, Director of Public Services *F.S*

DATE: April 30, 2018

SUBJECT: Recommendation – Road Salt 2018/2019 Season

A bid request for supplying road salt for the 2018/2019 winter maintenance season was posted on the Michigan Intergovernmental Trade Network (MITN) website by the City of Farmington Hills for the Oakland County Road Commission on March 14, 2018 on behalf of 26 cooperative participants, including the City of Grosse Pointe Woods. The bid deadline was April 3, 2018 and bids were received from three companies as shown below.

<u>Delivered</u>	<u>Before 10/01/18</u>	<u>After 10/01/18</u>
The Detroit Salt Co.	\$49.35/ton	\$49.85/ton
Morton Salt Co.	\$51.28/ton	\$51.28/ton
Compass Minerals America	\$67.82/ton	\$67.82/ton

The Detroit Salt Co. bid came in \$3.14 less than the 2017/2018 price of \$52.99/ton paid. We have committed to 1,300 tons for the upcoming 2018/2019 winter season. This is an increase of 300 tons over the prior year because of unpredictable weather. The city is required to take a minimum of 910 tons or can take a maximum of 1,690 tons. Depending on the salt barn capacity, we will order up to 700 tons before October 1, 2018 saving the city up to \$350.00.

The Detroit Salt Co. is the lowest qualified bidder and is located in Michigan. They provided salt to the city through the MITN/Oakland County Road Commission cooperative bid from 2008 through 2017 and their service has been satisfactory. Therefore, I concur with the decision of the MITN/Oakland County Road Commission cooperative and recommend that we purchase road salt for the 2018/2019 winter maintenance season from The Detroit Salt Company, 12841 Sanders Street, Detroit, MI 48217 at a price of \$49.35 to \$49.85 per ton in a total amount not to exceed \$80,000.00. This is a budgeted item included in the 2018/2019 budget in accounts 202-478-757.000 (\$20,000.00) and 203-478-757.000 (\$60,000.00).

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

c.c. Salt File
O/F

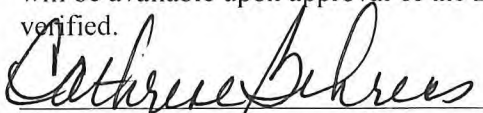
Approved for Council consideration.


Bruce Smith, City Administrator

5/22/18
Date

Fund Certification:

I hereby certify that unencumbered funds in account #202-478-757.000 and account #203-478-757.000 will be available upon approval of the 2018/2019 budget, and that the account numbers have been verified.


Cathrene Behrens, Treasurer/Comptroller

5/22/2018
Date



CERTIFICATE OF LIABILITY INSURANCE

1/1/2019

DATE (MM/DD/YYYY)

4/2/2018

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).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1436792 The Detroit Salt Company, L.C. 12841 Sanders St. Detroit MI 48217	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Union Fire Ins Co Pitts. PA	NAIC # 19445
	INSURER B: New Hampshire Insurance Company	23841
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES KISMI

CERTIFICATE NUMBER: 15301619

REVISION NUMBER: XXXXXXXX

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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GL 3780694	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	CA 3761824	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	BE 28189423	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 14220747	1/1/2018	1/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF FARMINGTON HILLS, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT. THE CITY OF FARMINGTON HILLS, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS IS ADDITIONAL INSURED UNDER AUTOMOBILE LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

15301619

CITY OF FARMINGTON HILLS
DEPARTMENT OF CENTRAL SERVICES
PURCHASING DIVISION
31555 W. ELEVEN MILE ROAD
FARMINGTON HILLS MI 48336-1165

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF GROSSE POINTE WOODS
MEMORANDUM



RECEIVED

DATE: May 30, 2018

MAY 30 2018

TO: Mayor and City Council

CITY OF GROSSE PTE. WOODS

FROM: Bruce J. Smith, City Administrator


SUBJECT: PAATS/SOC Contract Renewal for Operation of Community Transportation Service for Elderly and Disabled Individual

The *Contract for Operation of Community Transportation Service for Elderly and Disabled Individuals* between Pointe Area Assisted Transportation Service (PAATS) and the Services for Older Citizens (SOC) is up for renewal.

The City Attorney, Chip Berschback, has reviewed and approved the contract for signature.

I recommend that City Council authorize me to sign the *Contract for Operation of Community Transportation Service For Elderly and Disabled Individuals*.

RECOMMENDED FOR APPROVAL AS SUBMITTED:



City Administrator



Date

**CONTRACT FOR OPERATION OF COMMUNITY TRANSPORTATION SERVICE
FOR ELDERLY AND DISABLED INDIVIDUALS**

THIS AGREEMENT, made and entered into as of the date last inscribed below, by and between the Pointe Area Assisted Transportation Service, a Michigan non-profit corporation having an address of c/o 158 Ridge Road, Grosse Pointe Farms, Michigan 48236 ("PAATS"), and Services For Older Citizens, Inc., a Michigan non-profit corporation having an address of 158 Ridge Road, Grosse Pointe Farms, Michigan 48236 ("SOC").

Whereas, the member communities of PAATS include the cities of Grosse Pointe, Grosse Pointe Farms, Grosse Pointe Woods, Grosse Pointe Park, and Harper Woods and the Village of Grosse Pointe Shores, a Michigan City (collectively the "Member Communities"), and

Whereas, PAATS operates a community bus system for elderly and disabled residents of the five Grosse Pointe communities and Harper Woods (the "Bus System"), and

Whereas, the buses operated by PAATS are loaned to it by the Suburban Mobility Authority for Regional Transportation ("SMART"), and

Whereas, PAATS operates the Bus System in an area bounded by Gratiot Avenue, 11 Mile Road, Chalmers Avenue and Lake St. Clair/Detroit River, plus several "Site Specific" locations, Monday through Friday, 7:00 a.m. to 4:00 p.m., major holidays excluded, and

Whereas, funding for PAATS' operation of the Bus System comes from several sources, including the annual assignment by the Member Communities to PAATS of their Municipal Credit Funds and Community Credit Funds made available to them by SMART; "Specialized Services Contract" funds made directly available by SMART to PAATS; State of Michigan General Fund Revenues; Community Development Block Grant ("CDBG") Funds; and passenger Farebox Revenues (collectively, with any cash on hand in PAATS' accounts, the "Funding Sources"), and

Whereas, SOC desires, as an independent contractor to PAATS, to undertake responsibility for housing the buses or to have one or more of the buses housed at the municipal facilities of the Member Communities, to directly employ individuals to drive them, and to otherwise operate the Bus System.

Whereas, SOC desires to have direct use of the Funding Sources or to be reimbursed from them, for its services in operating the Bus System, and

Whereas, SMART and each of the Member Communities, by their acknowledgement signatures below, consent to SOC's operation of the Bus System and to its use of, or reimbursement through, the Funding Sources, NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. Transportation Services under this Agreement shall commence **upon the execution of this agreement by all of the Member Communities and SOC** (the "Transportation Services Commencement Date"), and will remain in effect until **June 30, 2019**, and thereafter for successive periods of six months unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate this Agreement as set forth below.
2. Unless otherwise agreed, operation of the Bus System shall be from Monday through Friday, from 7:00 a.m. to 4:00 p.m., major holidays excluded. SOC will operate the Bus System in accordance with the reporting, vehicle servicing and other operating requirements set forth in the SMART Community Transit Manual.
3. SOC shall continue to interview and hire drivers and other employees that it sees fit to operate the Bus System, such that, as of the Transportation Services Commencement Date, it will employ a staff fully capable of operating all aspects of the Bus System.

4. SOC will coordinate their respective employment, termination and interview/hiring responsibilities such that there will be no material lapse in service or operation of the Bus System.

5. SOC shall assume such contractual or regulatory responsibilities imposed by SMART or applicable law or regulations relating to the continued operation of the Bus System.

6. SOC shall at all times act and be considered as an independent contractor to PAATS. SOC shall be solely responsible for the interviewing, hiring, compensating, disciplining and/or terminating the employment of its employees, as the case may be. Subject to applicable SMART contractual requirements and other legal regulatory requirements concerning the operation of the Bus System, and subject further to the general oversight of the PAATS Board of Directors, SOC shall be independently responsible for the day-to-day operation of the Bus System.

7. SOC shall financially account to PAATS on a quarterly basis or at such other times as may be requested of SOC by the PAATS Board of Directors. The aforementioned quarters shall end on March 31st, June 30th, September 30th and December 31st.

8. SOC shall maintain the accounting records of PAATS in accordance with Generally Accepted Accounting Principles.

9. SOC shall be responsible for preparing all of the regulatory paperwork, including "Internal Revenue Service Form 990", for review and approval by the PAATS Board of Directors. Once approved and signed, SOC shall file the paperwork with the appropriate agencies on behalf of PAATS.

10. SOC shall retain all documents related to the operation of PAATS in accordance with applicable state and federal record retention schedules.

11. SOC shall prepare and present balanced budgets as necessary (i.e. PAATS' Annual SMART Budget) for review and approval by the PAATS Board of Directors.

12. SOC will address any complaints concerning the Bus System received by SOC, and if not satisfactorily resolved, SOC shall refer such complaints to the PAATS Board to be reviewed by PAATS Board for potential further action.

13. SOC agrees that each vehicle operator shall have all required licenses, including, if required, a valid Michigan Chauffeur's License, Federal Transit Administration (FTA) and MDOT Licenses, and all other applicable federal and state licenses, and that it shall conspicuously display such licenses along with a photograph of the operator inside the passenger compartment of the vehicle that he or she is operating.

14. Bus Service required under this Agreement shall be curb to curb only. Each vehicle operator shall be clean, neat and courteous and shall assist all passengers who require help into and out of the vehicles. SOC shall make special efforts for handicapped persons, including semi-ambulatory and wheel chair users, equal to the services provided to other riders provided for under this Agreement, consistent with the requirements of the Americans with Disabilities Act.

15. SOC in performing its services shall comply with all rules and requirements of SMART and /or the Michigan Department of Transportation, as set forth in the following, and as may be amended from time to time;

- a. SMART Community Transit Manual, as amended from time to time;
- b. SMART Contract Insurance Requirements Summary, attached as Exhibit A;
- c. SMART Community Partnership Program Contracts;
- d. SMART Specialized Services Contracts;
- e. Municipal Credit Contracts and Community Credit Contracts between SMART and each of the Member Communities.

16. SOC agrees to maintain the buses and other equipment used in the Bus System in safe and good operating condition at all times, and to have them serviced by SMART in accordance with the servicing guidelines and schedules set forth in the Community Partnership Program Agreements and in the SMART Community Transit Manual.

17. Subject to PAATS' oversight, PAATS shall make the Funding Sources available to SOC, so that SOC may provide the necessary services under this Agreement, cover SOC's expenses incurred in pursuance of this Agreement, and provide for the monthly payment to SOC of administrative and management charges in the amount of \$2,000.00 for the performance of services under this Agreement. SOC's expenses include, but are not limited to:

- a. Expenses associated with operating the Bus System, including, but not limited to, compensation and statutorily required benefits paid to drivers, dispatchers or other employees or contractors retained by SOC to perform services in connection with operating the Bus System; expenses of operating the buses, such as gas, oil, fluids, cleaning, repairs, parts and the like; expenses for required liability, collision, property damage, workers' compensation, employer liability and other insurance;
- b. Expenses associated with housing the operation of the Bus System, including use and occupancy of SOC's facilities, utilities, use of furniture, fixtures and office equipment and supplies and parking for the buses;
- c. Administrative and management expenses associated with managing the Bus System, including supervision of employees; preparing required reports and accounting services.
- d. The parties agree that the expenses set forth in subparagraphs (a), (b) and (c) shall be set forth in annual budgets approved by PAATS Board of Directors.

e. Expenses incurred by SOC will be billed by SOC and paid by PAATS in arrears.

18. SOC shall have day-to-day use of the Funding Sources for the operation of the Bus System as provided in this Agreement and its attachments and shall maintain a separate bank account to hold the Funding Sources. SOC shall pay all expenses associated with the operation of the Bus System. All revenue generated by the buses, including fares and advertising, shall be deposited into the aforementioned bank account.

19. SOC shall account to PAATS and SMART for the use of the Funding Sources and the operation of the Bus System quarterly, or more frequently as may be required in the SMART Community Transit Manual. Among other things, SOC shall generate a quarterly report showing expenses (payroll, allocations for fringe benefits and insurance, and all other expenses), as well as fare revenue and other income (i.e. Income Statement). SOC shall itemize in the quarterly report those CDBG monies and SMART Municipal Credits and Community Credits received directly or indirectly for the fiscal year in which the quarterly report has been issued. SOC shall in addition provide to PAATS copies of its monthly bank statements showing the activity in any deposit account established to hold the Funding Sources (i.e. Check Register). PAATS shall provide monthly bank statements to SOC, so that a quarterly report of PAATS' assets can be generated by SOC. SOC and PAATS acknowledge and agree that SOC may regularly interface directly with SMART, and it may agree with SMART, from time to time and as needs arise, to the provision of new, additional and/or alternate buses to be used in the operation of the Bus System; and that SOC may agree with SMART to the placement of advertising on the buses.

20. SOC agrees to ensure that PAATS obtains liability, workers compensation and other insurances as set forth in the SMART Contract Insurance Requirements Summary as amended from time to time, and it shall cause PAATS, the Member Communities and SMART to

be named as additional insureds and/or loss payees under such insurances, as applicable. SOC shall also obtain directors' and officers' liability insurance covering its operation of the Bus System. SOC will annually or more frequently provide PAATS with Certificates of Insurance for the insurance coverages required herein.

21. SOC agrees to defend, indemnify and hold harmless PAATS, the Member Communities, and SMART, their respective directors, officers, employees, agents, servants and assigns from any and all liability, demands, suits or causes of action which arise out of or result from SOC's operations of the Bus System on and after the Transportation Services Commencement Date. PAATS agrees to defend, indemnify, and hold harmless SOC, its directors, officers, employees, agents, servants and assigns from any and all liability, demands, suits or causes of action which arise out of or result from PAATS' operation of the Bus System prior to the Transportation Services Commencement Date.

22. SOC shall comply with all laws, ordinances and executive orders relating to nondiscrimination, and shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex, and shall not deny the services to be rendered under this Agreement to any person because of race, creed, color, national origin, sex or handicap.

23. SOC shall not assign all or any portion of this Agreement without prior written consent of PAATS. PAATS shall have the right to terminate this Agreement in the event SOC violates any the material term or condition of this Agreement or if SOC becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt. PAATS may exercise its right of termination by serving notice of such intention to terminate at least fourteen (14) days in advance of the effective date of the termination, unless emergency circumstances require that the Agreement be terminated sooner. SOC shall have a period of seven (7) days following receipt of

such notice to cure to the satisfaction of PAATS any such breach. PAATS may in all events terminate this Agreement upon sixty (60) days prior written notice to SOC; provided, however, that PAATS will compensate SOC for reasonable expenses incurred by SOC in operating the Bus System prior to the effective date of termination as well as any non-cancellable reasonable expenses incurred by SOC before notice of termination.

24. SOC shall have the right to terminate this Agreement in the event PAATS violates any material term or condition of this Agreement. SOC may exercise its right of termination by serving notice of such intention to terminate at least fourteen (14) days in advance of the effective date of the termination. PAATS shall have a period of seven (7) days following receipt of such notice to cure to the satisfaction of SOC any such material breach. SOC may in all events terminate this Agreement upon sixty (60) days prior written notice to PAATS.

25. Upon termination of this Agreement, the parties will cooperate to ensure a smooth transition to a new operator.

26. SOC will maintain its central business office and dispatching service in one of the Member Communities, and will maintain a local telephone number for dispatching, scheduling of bus service, inquiries and complaints.

27. SOC shall annually submit to PAATS a copy of its annual audited financial statements for its fiscal year no later than 90 days following the end of such fiscal year or, if not then available, within seven (7) days of receipt by SOC.

28. Whenever under the terms of this Agreement either party shall be permitted to give notices or reports to the other, such notices or reports shall be in writing, and if to be served on PAATS, it shall be deemed served when deposited in the United States Mail, certified, and addressed to:

Robert H. Barrette, Jr.
Chairperson
PAATS
c/o Village of Grosse Pointe Shores, a Michigan City
795 Lake Shore Road
Grosse Pointe Shores, Michigan 48236

or when hand delivered to the Executive Director of PAATS; and if to be served upon SOC, then
it shall be deemed served when deposited in the United States Mail, certified, and addressed to:

Executive Director
SOC
158 Ridge Road
Grosse Pointe Farms, Michigan 48236

or when hand delivered to the Executive Director of SOC.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and
year first above written.

PAATS

SOC

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title _____

Dated: _____

Dated: _____

ACKNOWLEDGED AND APPROVED:

GROSSE POINTE SHORES

By: _____
(Signature)

(Printed Name)

Title: _____

Dated: _____

GROSSE POINTE FARMS

By: _____
(Signature)

(Printed Name)

Title: _____

Dated: _____

GROSSE POINTE WOODS

By: _____
(Signature)

(Printed Name)

Title: _____

Dated: _____
GROSSE POINTE PARK

By: _____
(Signature)

(Printed Name)

Title: _____

Dated: _____

GROSSE POINTE

By: _____
(Signature)

(Printed Name)

Title: _____

Dated: _____

HARPER WOODS

By: _____
(Signature)

(Printed Name)

Title: _____

Dated: _____

EXHIBIT A

SMART Contract Insurance Requirements

SMART Titled Vehicles or Vehicles Purchased With Federal Grants

For the following types of contracts:

- **POS- Purchase of Service Agreements**
(see Attachment A)
- **CPP- Community Partnership Program**
(see Attachment B)
- **Any contract for funds that will be spent on the purchase of a vehicle**
(see Attachment B)

The contractor must provide the following:

- Vehicle Liability: \$5,000,000
- Workers' Compensation: Statutory Limits
- Employer's Liability: \$500,000
- General Liability: \$1,000,000
- Indemnification

Pass Through Agreements

For pass through agreements such as those listed below, the only insurance requirement is that the standard indemnification language must be included in the contract.

- **Specialized Services- Providing Pass Through Funds Only**
(see Attachment C)
- **Municipal / Community Credits*- Providing Pass Through Funds Only**
(see Attachment C)

*Unless the Comm. Credits are used for the purchase of a vehicle,
then the insurance requirements listed above apply.

Attachment A
POS Contracts
Required Insurance Language

INSURANCE AND INDEMNIFICATION

I. **Vehicle Insurance**

The CONTRACTOR shall advise SMART in writing of its decision to select Option A or Option B at the time of signing this contract, and shall provide a minimum of 60 days notice prior to the proposed effective date of a change from one Option to another.

OPTION A: SMART Provided Insurance

CONTRACTOR may be included in SMART's vehicle insurance programs described below, and be charged a "premium" accordingly. Premiums are predicated by the pooled loss experience of all SMART-owned vehicles and are assessable based on retrospective rating.

1. **Physical Damage:**

SMART shall provide comprehensive and collision insurance on a book value basis for all SMART-owned vehicles. Purchase of Service CONTRACTORS pay \$1,000 deductible per occurrence for each damaged vehicle. On any loss that exceeds the deductible, SMART reserves the right to either repair the vehicle or replace it with one from SMART's central maintenance reserve. The CONTRACTOR is responsible for payment of the deductible, regardless of the book value of the vehicle. In the event a vehicle has no remaining book value (and thus no insurance), SMART will pay repair costs in excess of the deductible paid by CONTRACTOR, or replace it with a maintenance reserve vehicle.

2. **Vehicle Liability:**

SMART warrants that it is a qualified self-insurer for vehicle liability, with a self-insured retention per occurrence of \$1,000,000 and excess vehicle liability insurance in the amount of \$10,000,000 per occurrence. Said self-insurance and excess insurance shall include the CONTRACTOR as an additional insured with respect to operation of SMART-owned vehicles, to the extent that use of PROJECT equipment is within the scope of the PROJECT as defined in this contract.

OPTION B: CONTRACTOR-Provided Insurance

CONTRACTOR may purchase its own vehicle insurance, provided it provides the coverage, limits of liability, and conditions described below. Any and all insurance must be written with an insurer admitted and licensed in the State of Michigan and approved by SMART's Manager of Risk Management. Proposed insurance carriers should have a Best's rating of "A VI" or above, however, SMART reserves the right to accept or reject any proposed carrier. SMART must be provided with certificates of insurance prior to the effective date of said coverage, and must be provided a complete copy of the insurance policy(ies) within the thirty (30) days following their effective date.

Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of SMART. If the CONTRACTOR is self-insured, a certificate from the appropriate State agency must be furnished by such agency to SMART. If during the term of the contract, the insurance certificate or any required coverage expires or is otherwise modified, the CONTRACTOR is responsible for immediately providing a renewed certificate of insurance to SMART. The purchase of insurance coverage or furnishing the aforesaid certificate to SMART shall not be a satisfaction of the CONTRACTOR'S indemnification of SMART.

1. Physical Damage

CONTRACTOR shall purchase vehicle physical damage insurance, including comprehensive and collision coverage, for SMART-owned vehicles for the greater of actual cash value or book value of the vehicle. SMART shall be named as Loss Payee on the policy, and be provided with a minimum of 30 days prior written notice of cancellation. CONTRACTOR shall be responsible for the payment of any deductible and SMART will not be obligated to pay for repairs to the vehicle.

2. Vehicle Liability

CONTRACTOR shall purchase vehicle liability insurance for SMART-owned vehicles, including \$5,000,000 per occurrence Bodily Injury/Property Damage (CSL is acceptable), and Michigan No-Fault protection. SMART shall be named as Additional Insured on the liability policy and be provided a minimum of 30 days prior written notice of cancellation.

II. Insurance Other Than Vehicular

Regardless of option selection for SMART-owned vehicle insurance, the CONTRACTOR shall purchase the following insurance and provide SMART with certificates of insurance including 30 days notice of cancellation or change in coverage.

1. Workers' Compensation

CONTRACTOR shall maintain statutory Workers' Compensation and \$500,000 Employer's Liability insurance for all employees, and require such insurance for all employees of any sub-contractors.

2. General Liability

CONTRACTOR shall maintain comprehensive general liability insurance with a limit not less than \$1,000,000, including contractual liability. Said policy shall name SMART as Additional Insured.

3. Other State or Federally Funded Vehicles

CONTRACTOR shall maintain insurance on any vehicle not titled or registered to SMART, but for which State or Federal dollars are used to support the purchase of the non-SMART-owned vehicle, including vehicle liability with a limit not less than \$5,000,000 combined single limit. Said policy shall name SMART as Additional Insured.

Indemnification

Notwithstanding any other provision in this agreement, CONTRACTOR shall indemnify, defend and save harmless SMART, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act, omission or negligence of or chargeable to the parties, their officers, agents, employees, subcontractors, successors and/or assigns arising out of and pursuant to this agreement.

Attachment B

CPP & Vehicle Purchase Contracts Required Insurance Language

INSURANCE AND INDEMNIFICATION

CONTRACTOR shall provide insurance with the coverage, limits and conditions described below. Any and all insurance must be written with an insurer admitted and licensed in the State of Michigan and approved by SMART's Manager of Risk Management. Proposed insurance carriers should have a Best's rating of "A VI" or above, however, SMART reserves the right to accept or reject any proposed carrier. SMART must be provided with certificates of insurance prior to the effective date of said coverage, and must be provided a complete copy of the insurance policy(ies) within the thirty (30) days following their effective date.

Coverage must be primary and non-contributory and provide a waiver of subrogation in favor of SMART. If the CONTRACTOR is self-insured, a certificate from the appropriate State agency must be furnished by such agency to SMART. If during the term of the contract, the insurance certificate or any required coverage expires or is otherwise modified, the CONTRACTOR is responsible for immediately providing a renewed certificate of insurance to SMART. The purchase of insurance coverage or furnishing the aforesaid certificate to SMART shall not be a satisfaction of the CONTRACTOR'S indemnification of SMART.

Physical Damage

CONTRACTOR shall purchase vehicle physical damage insurance, including comprehensive and collision coverage, for SMART owned vehicles for the greater of actual cash value or book value of the vehicle. SMART shall be named as Loss Payee on the policy, and be provided with a minimum of 30 days prior written notice of cancellation. CONTRACTOR shall be responsible for the payment of any deductible and SMART will not be obligated to pay for repairs to the vehicle.

Vehicle Liability

CONTRACTOR shall purchase vehicle liability insurance for SMART owned vehicles, including \$5,000,000 per occurrence Bodily Injury/Property Damage (CSL is acceptable), and Michigan No-Fault protection. SMART shall be named as Additional Insured on the liability policy and be provided a minimum of 30 days prior written notice of cancellation.

Workers' Compensation

CONTRACTOR shall maintain statutory Workers' Compensation and \$500,000 Employer's Liability insurance for all employees, and require such insurance for all employees of any sub-contractors.

General Liability

CONTRACTOR shall maintain comprehensive general liability insurance with a limit not less than \$1,000,000, including contractual liability. Said policy shall name SMART as Additional Insured.

Other State or Federally Funded Vehicles

CONTRACTOR shall maintain insurance on any vehicle not titled or registered to SMART, but for which State or Federal dollars are used to support the purchase of the non-SMART-owned vehicle, including vehicle liability with a limit not less than \$5,000,000 combined single limit. Said policy shall name SMART as Additional Insured.

Indemnification

Notwithstanding any other provision in this agreement, CONTRACTOR shall indemnify, defend and save harmless SMART, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act, omission or negligence of or chargeable to the parties, their officers, agents, employees, subcontractors, successors and/or assigns arising out of and pursuant to this agreement.

Attachment C

Pass Through Funds Only (Specialized Services/Muni Credits/Comm Credits) Required Insurance Language

INDEMNIFICATION

Notwithstanding any other provision in this agreement, CONTRACTOR shall indemnify, defend and save harmless SMART, it's officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees occurring or resulting from any act, omission or negligence of or chargeable to the parties, their officers, agents, employees, subcontractors, successors and/or assigns arising out of and pursuant to this agreement.



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



RECEIVED

MAY 30 2018

CITY OF GROSSE PTE. WOODS

Date: May 29, 2018

To: Bruce Smith, City Administrator

From: John G. Kosanke, Director

Subject: Budget Transfer Request- Detective Bureau Renovation Cabling

The renovation project of converting the Fire Quarters into office space for the Detective Bureau requires cabling work consisting of installing twelve new network data drops and the installation of an enclosed network cabinet. The cost for labor and materials for this project is approximately \$3,381.39.

Recommend Approval of the above stated purchase in the amount of \$3,381.39.

The department is not currently involved in the hiring process therefore unused funds in the amount of \$6,288.00 are available in our Pre-Employment Testing account 101-305-831.000.

Payment would be issued to:

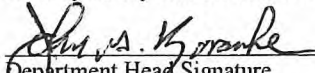
Challenger Technologies, L.L.C.
2501 Precision St.
Jackson, MI 49202-3925

I am requesting a budget transfer in the amount of \$3,381.39 from account 101-305-831.000 into account 401-902-977.102.

This was not a budgeted expense in the 2017-2018 fiscal year budget.

Department Certification:

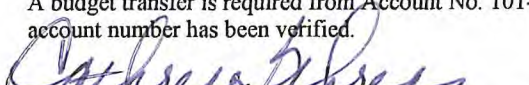
I hereby certify that the above items are necessary for the proper operation of this Department.



Department Head Signature

Fund Certification:

A budget transfer is required from Account No. 101-305-831.000 into Account No. 401-902-977.102 in the amount of \$3,381.39, and that the account number has been verified.



Treasurer/Comptroller Signature

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



City Administrator Signature



Challenger Technologies, LLC
2501 Precision St
Jackson, MI 49202-3925

Invoice

Date	Invoice #
5/9/2018	GPW-01-001

Bill To
City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, MI 48236

RECEIVED

MAY 17 2018

DEPARTMENT OF PUBLIC SAFETY

Terms	Vendor #	Project	P.O. No.
Net 15		01) Detective Renovation Cabling	G. Capps

Description	Qty	Rate	Amount
Detective Renovation Cabling Provide and install 12 new network data drops. Provide and install a vertical wall mounted enclosed network cabinet. Re-terminate the existing network data drops to the new patch panel. Test and label each data drop upon completion.			
Labor & Materials:	1	3,381.39	3,381.39
MI Sales Tax:		6%	

401-902-977.102
Improvement - Public Safety

Thank you for your business.

Total	\$3,381.39
Payments/Credits	\$0.00
Balance Due	\$3,381.39

Phone #	Fax #	E-mail	Web Site
517-768-1387	517-768-5741	mbarber@challengertech.net	www.challengertech.net



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

7F

RECEIVED

MAY 30 2018

CITY OF GROSSE PTE. WOODS

Date: May 29, 2018

To: Bruce Smith, City Administrator

From: John G. Kosanke, Director

Subject: Budget Transfer Request- Furniture for Detective Bureau

We are in need of new furniture for the new Detective Bureau offices. The combined cost for a conference table and six mesh chairs is \$2,133.00, not including shipping and handling. The price breakdown is \$879.00 for the conference table and \$209.00 each for each chair. Shipping is estimated at \$333.00. The furniture would be purchased from National Business Furniture, LLC in Milwaukee, Wisconsin.

Recommend Approval of the above stated purchase in the amount of \$1,452.00, including shipping, for the office chairs and \$1,014.00 for the conference table, including shipping, for a total combined cost of **\$2,466.00** as submitted.

The department is not currently involved in the hiring process therefore unused funds in the amount of \$6,288.00 are available in our Pre-Employment Testing account 101-305-831.000.

Payment would be issued to:

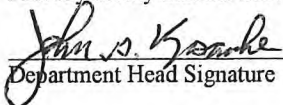
National Business Furniture, LLC
770 South 70th Street
Milwaukee, WI 53214

I am requesting a budget transfer in the amount of \$2,466.00 from account 101-305-831.000 into account 401-902-977.102.

The furniture was not a budgeted expense in the 2017-2018 fiscal year budget.

Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.



Department Head Signature

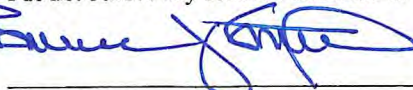
Fund Certification:

A budget transfer is required from Account No. 101-305-831.000 into Account No. 401-902-977.102 in the amount of \$2,466.00, and that the account number has been verified.



Treasurer/Comptroller Signature

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



City Administrator Signature



NATIONAL BUSINESS FURNITURE

National Business Furniture, LLC

770 South 70th Street

Milwaukee, WI 53214

Service: 800.626.6060

Fax: 800.329.9349 www.NBF.com

Email: milservice@nbf.com

Federal ID: 20-3851320

INVOICE

Date

05/15/18

Your PO No.**Invoice No.**

ZK005676-TDQ

Sold To:

JOHN KOSANKE
DIRECTOR
THE CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA DR
GROSSE POINTE W MI 48236

Shipped To:

JOHN KOSANKE
DIRECTOR
THE CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA DR
GROSSE POINTE W MI 48236

RECEIVED

Please return the top portion with your remittance.

MAY 17 2018

Item No.	Description	Qty.	Each	Total
56849	Mid Back Mesh Chair Black Pro-grid Back/Black Mesh Fabric Seat/Black Base (new arm button)	6	\$209.00	\$1,254.00
	LIFETIME GUARANTEE			FREE
Total Merchandise				\$1,254.00
Shipping and Handling				\$198.00
Subtotal				\$1,452.00
Total Tax				\$0.00
Balance Due				\$1,452.00

List Price: \$2,550.00, Your Cost: \$1,254.00, Your Savings! \$1,296.00 or 51%

Track your order at <http://www.nationalbusinessfurniture.com/ordertracklogin.asp>

To pay by Credit Card or Electronic Funds Transfer (EFT) call (800) 558-1010

Or, mail a check to:
National Business Furniture
770 South 70th Street
Milwaukee, WI 53214

Taxpayer Identification Number: 20-3851320
DUNS Number: 07-616-4771

If your deposit was made with a credit card and the balance is not paid within 60 days, your credit card will be charged automatically for the balance

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Thank you for your order! Terms are Net 30 Days. Payment made after 30 days is subject to a service charge of 1½% per month (18% per annum). NO RETURNS ACCEPTED WITHOUT OUR WRITTEN CONSENT

SOURCE
CODE



NATIONAL BUSINESS FURNITURE

National Business Furniture, LLC

770 South 70th Street

Milwaukee, WI 53214

Service: 800.626.6060

Fax: 800.329.9349 www.NBF.com

Email: milservice@nbf.com

Federal ID: 20-3851320

INVOICE RECEIVED

MAY 29 2018

Date

05/29/18

Your PO No.

Invoice No. PARTMENT OF PUBLIC SAFETY

Sold To:

JOHN KOSANKE
DIRECTOR
THE CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA DR
GROSSE POINTE W MI 48236

Shipped To:

JOHN KOSANKE
DIRECTOR
THE CITY OF GROSSE POINTE WOODS
20025 MACK PLAZA DR
GROSSE POINTE W MI 48236

Please return the top portion with your remittance.

Item No.	Description	Qty.	Each	Total
38005	96x48 Boat Shape Conf Table Mahogany Top/Black Base	1	\$879.00	\$879.00
	LIFETIME GUARANTEE			FREE
			Total Merchandise	\$879.00
			Shipping and Handling	\$135.00
			Subtotal	\$1,014.00
			Total Tax	\$0.00
			Balance Due	\$1,014.00

List Price: \$1,419.00, Your Cost: \$879.00, Your Savings! \$540.00 or 38%

Track your order at <http://www.nationalbusinessfurniture.com/ordertracklogin.asp>

To pay by Credit Card or Electronic Funds Transfer (EFT) call (800) 558-1010

Or, mail a check to:
National Business Furniture
770 South 70th Street
Milwaukee, WI 53214

401-902-977.102
Improvement - Public Safety

Taxpayer Identification Number: 20-3851320

DUNS Number: 07-616-4771

HMES (USF HOLLAND) Tracking #: 10687234072

If your deposit was made with a credit card and the balance is not paid within 60 days, your credit card will be charged automatically for the balance

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Thank you for your order! Terms are Net 30 Days. Payment made after 30 days is subject to a service charge of 1½% per month (18% per annum). NO RETURNS ACCEPTED WITHOUT OUR WRITTEN CONSENT

SOURCE
CODE



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

76

Date: May 29, 2018

RECEIVED

To: Bruce Smith, City Administrator

MAY 30 2018

From: John G. Kosanke, Director

CITY OF GROSSE PTE. WOODS

Subject: Budget Transfer Request- Active Shooter Supplies – Ballistic Helmets

The department is currently in the process of upgrading its Active Shooter equipment. Ballistic helmets are an essential piece of protective gear. Our current helmets are only designed to provide protection from hand-wielded devices or thrown objects. These helmets will not stop small arms projectiles. In an effort to provide the best possible protection to the officers, the department would like to upgrade to ballistic helmets.

I obtained quotes for the purchase of 15 ballistic helmets from four vendors and they are as follows:

Gall's

1340 Russell Cave Rd.
Lexington, KY 40504
\$3,554.85 plus shipping

Security Pro USA

8543 Venice Blvd.
Los Angeles, CA 90034
\$3,435.00

Botach Inc., DBA Botach Tactical

4775 West Harmon Ave.
Las Vegas, NV 89103
\$3,375.00

Victory Tactical Gear

711 South Carson Street #4
Carson City, NV 89701
\$3,067.50

I recommend purchasing the ballistic helmets from Victory Tactical Gear, the vendor which provided us with the lowest qualified price quote. Funds are available for this purchase in the Contractual Services – Fire account 101-339-818.000 as \$6,000.00 allocated for the services of a grant writer will not be used in the current fiscal year.

Payment will be issued to:

Victory Tactical Gear

711 South Carson Street #4
Carson City, NV 89701

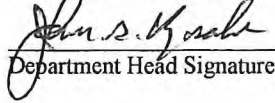
Recommend Approval of the above stated purchase in the amount of \$3,067.50.

I am requesting a budget transfer in the amount of \$3,067.50 from account 101-339-818.000 (Contractual Services – Fire) into account 101-310-757.000 (Operating Supplies – Police Services).

This was not a budgeted expense in the 2017-2018 fiscal year budget.

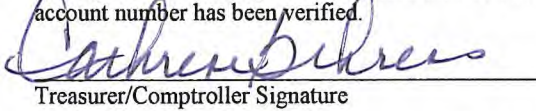
Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.


Department Head Signature

Fund Certification:

A budget transfer is required from Account No. 101-339-818.000 into Account No. 101-310-757.000 in the amount of \$3,067.50, and that the account number has been verified.


Treasurer/Comptroller Signature

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


City Administrator Signature



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY



Date: May 29, 2018

To: Bruce Smith, City Administrator

From: John G. Kosanke, Director

Subject: Approval to Purchase- Tactical Vests

The department is in the process of replacing outdated Active Shooter supplies and replacing them with upgraded equipment. I am requesting approval for the purchase of 15 (fifteen) Immediate Response carrier system kits which include tactical vests and ballistic trauma plates. The department has also requested permission to transfer funds for the purchase of ballistic helmets.

I have obtained price quotes from three vendors for the purchase of the tactical vests and they are as follows:

Gall's

1340 Russell Cave Rd.

Lexington, KY 40504

\$5,400.00 plus shipping

Shellback Tactical

208 Candi Lane

Suite F

Columbia, South Carolina 29210

\$7,499.85 or \$6,749.85 (two different styles)

Victory Tactical Gear

711 South Carson Street #4

Carson City, NV 89701

\$4,987.50 plus \$82.00 shipping = total cost of \$5,069.50

I recommend purchasing the Active Shooter training kits from Victory Tactical Gear, the vendor which provided us with the lowest qualified price quote. Funds are available in the Operating Supplies – Police Services account 101-310-757.000 which has a current available balance of \$5,922.12.

Payment will be issued to:

Victory Tactical Gear

711 South Carson Street #4

Carson City, NV 89701

Recommend Approval of the above stated purchase in the amount of \$5,069.50.

This was not a budgeted expense in the 2017-2018 fiscal year budget.

Recommend Approval of the above stated purchase with a cost not to exceed **\$5,069.50** as submitted.

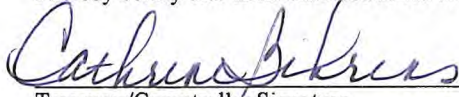
Department Certification:

I hereby certify that the above items are necessary for the proper operation of this Department.


Department Head Signature

Fund Certification:

I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.


Treasurer/Comptroller Signature

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


City Administrator Signature

8A



ANDERSON, ECKSTEIN AND WESTRICK, INC.
 CIVIL ENGINEERS • SURVEYORS • ARCHITECTS
 51301 Schoenherr Road, Shelby Township, Michigan 48315
 Phone (586) 726-1234 Fax (586) 726-8780

Invoice

April 30, 2018
 Project No: 0160-0398-0
 Invoice No: 0117541

CITY OF GROSSE POINTE WOODS
 ACCOUNTS PAYABLE
 20025 MACK AVENUE
 GROSSE POINTE WOOD, MI 48236-2397

Project 0160-0398-0 UNIVERSITY LIGGETT BOLL CENTER

Professional Services from March 5, 2018 to April 1, 2018
Professional Personnel

		Hours	Rate	Amount	
CONTRACT ADMINISTRATION					
TEAM LEADER					
SMITH, BRADLEY	3/7/2018	4.00	83.50	334.00	
Water samples					
SMITH, BRADLEY	3/8/2018	4.00	83.50	334.00	
Water samples					
SMITH, BRADLEY	3/12/2018	.50	83.50	41.75	
Correspondence with results from water plant					
Totals		8.50		709.75	
Total Labor					709.75
Billing Limits					
		Current	Prior	To-Date	
Total Billings		709.75	6,353.00	7,062.75	
Limit				10,000.00	
Remaining				2,937.25	
Total this Invoice					\$709.75

CITY OF GROSSE POINTE WOODS
 BLDG & SAFETY DIVISION
 APPROVED *[Signature]*
 DATE 5-3-18

101.000.285.520

[Signature]

5/3/18

[Signature]
 5/10/18

F.S.
 5-14-18



ANDERSON, ECKSTEIN AND WESTRICK, INC.
CIVIL ENGINEERS • SURVEYORS • ARCHITECTS
51301 Schoenherr Road, Shelby Township, Michigan 48315
Phone (586) 726-1234 Fax (586) 726-8780

Invoice

RECEIVED

MAY 25 2018

CITY OF GROSSE POINTE WOODS

May 24, 2018

Project No:

0160-0402-0

Invoice No:

0117802

CITY OF GROSSE POINTE WOODS
ACCOUNTS PAYABLE
20025 MACK AVENUE
GROSSE POINTE WOOD, MI 48236-2397

Project 0160-0402-0 FY 2018-2019 RATE STUDY

Professional Services from March 5, 2018 to April 1, 2018

Professional Personnel

		Hours	Rate	Amount	
RESEARCH/REVIEW					
PRINCIPAL ENGINEER					
LOCKWOOD, SCOTT	3/5/2018	2.00	103.00	206.00	
Capital Improvement Plan					
LOCKWOOD, SCOTT	3/7/2018	1.50	103.00	154.50	
Water, Sewer and Pavement CIP					
LOCKWOOD, SCOTT	3/9/2018	2.00	103.00	206.00	
Water CIP review with Frank and Cathy					
LOCKWOOD, SCOTT	3/26/2018	1.50	103.00	154.50	
Water CIP with Construction Committee					
Totals		7.00		721.00	
Total Labor					721.00
			Total this Invoice		\$721.00

592-537-818.000

5/23/2017

Abekress

Bruce [Signature]
5/23/18

TH [Signature] 5-24-18

Grosse Pointe Public School System
Business Office
389 St. Clair
Grosse Pointe MI 48230
(313) 432-3081
Helen.johnson@gpschools.org

RECEIVED

8B

MAY 29 2018

CITY OF GROSSE PTE. WOODS

Grosse Pointe Woods
Bruce Smith, City Administrator
20025 Mack Plaza
Grosse Pointe Woods MI 48236

Invoice Date: 05/24/2018
Ordered By: Gary Niehaus

Invoice Number: 013899

Quantity	Description	Unit Price	Amount
1.00	Shared cost of legal services provided by Clark-Hill thru April 2018 for High Speed Fiber Optic	3,168.2700	\$3,168.27
		12-121-2000-000-000-0000 SubTotal:	\$3,168.27

12-121-0000-000-000-0000

Please make check payable to:
Grosse Pointe Public School System
Return Remittance Copy with Payment

TOTAL > \$3,168.27

CLARK HILL

Mark W. McInerney
(313) 965-8383
mmcinerney@clarkhill.com

Clark Hill PLC
500 Woodward Avenue
Suite 3500
Detroit, MI 48226
T 313.965.8300
F 313.965.8252
clarkhill.com

May 23, 2018

Ms. Lisa Abbey
Deputy Superintendent
The Grosse Pointe Public School System
389 St. Clair Avenue
Grosse Pointe, Michigan 48230

RECEIVED

MAY 29 2018

CITY OF GROSSE PTE. WOODS

Re: High Speed Fiber Optic Billings

Dear Lisa:

We opened our file and began doing work on the High Speed Fiber Optic project in February 2017. Since then, we have billed the District monthly for our services. The amounts of the invoices, and the time periods covered in the billings, are listed below, per your request. All invoices are paid except the last one, covering April 2018, which went out only within the last week.

2017:	February	775.50
	March	117.50
	June	392.00
	July	686.00
	August	3,405.50
	September	3,675.00
	October	1,891.72
	November	4,312.00
	December	1,519.00
2018:	January	3,647.47
	February	490.00
	March	1,764.00
	April	<u>2,670.50</u>
Total:		\$25,346.19

8C

DON R. BERSCHBACK
ATTORNEY AND COUNSELOR AT LAW
24053 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400
FAX (586) 777-0430
E-MAIL donberschback@yahoo.com

OF COUNSEL
CHARLES T. BERSCHBACK

May 30, 2018

RECEIVED

MAY 31 2018

Bruce Smith, City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

CITY OF GROSSE PTE. WOODS

RE: May 2018 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
5.1.18	Attention to outstanding claims and research and drafting of letter regarding closed session agenda items (1.50); TC CB on contractual and legal matter (.25); response to and review of all incoming emails (.50)	2.25
5.2.18	TC Insurance Rep on outstanding litigation case (.50); review and attention to swearing in process and ordinance review and TCs CB and LKH on insurance coverage and related matters (.75)	1.25
5.3.18	TC Mayor regarding miscellaneous COW and CC issues (.25)	0.25
5.4.18	TC LKH and review of insurance for baseball parade (.25); attention to FOIA (.25); attention to various emails and TCs received regarding miscellaneous correspondences (.50); attention to CC meeting matters (.50)	1.25
5.7.18	Work on CC agenda items (.75); attendance at CC meeting (3.25); ordinance work (.25)	4.25
5.8.18	TC re: contractual issue and attention to that matter (.25)	0.25
5.15.18	Review of court cases (.50)	0.50
5.21.18	Work on accident claim (.25); work on CC and COW items (.75); attendance at CC and COW meetings (2.50)	3.50
5.22.18	Attention to COW and CC items (1.00);	1.00
5.23.18	Attendance at Court (2.75); FOIA (.25); Warrant review (.50)	3.50

DRB =18.00 hours x \$170.00

TOTAL: \$ 3,060.00

<u>Breakdown</u>	General	15.00 hours
	Municipal Court	3.00 hours
	Bldg/Planning Comm.	0.00 hours
	MTT	0.00 hours

101.210.801.000 \$2,550 *CBchress*
101.210.801.100 \$510 *5/31/18*

RECEIVED**MAY 31 2018****CITY OF GROSSE POINTE WOODS****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 31, 2018

Bruce Smith
City Administrator
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RE: May Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
5.1.18	TCs Parker property, TC Aaron Powers (TT) (.25)	0.25
5.2.18	Attendance at Municipal Court (1.75); TCs LH, research on email issue (.25); review of FOIA request for Det Bur, research, email to Det Bur (.50); review of final 9-1-1 contract, TC, letter to BS (.50); work on SEMSD contract, calls on agenda items (.50)	3.50
5.3.18	TCs LH, attorney on new LCC issue, emails and research (1.00); work on SEMSD Service Contract (.25); review of PAATS Agreement, TC Sue Como (.50); TCs GT, BS, LH (.25); TC Hawthorne (.25)	2.25
5.7.18	TC BN, Charter research (.25)	0.25
5.8.18	Work on Hawthorne (.50); review of fence case for Municipal Court (.50)	1.00
5.9.18	Attendance at Municipal Court (2.50); follow up meetings with various staff (.50); TC LH and research on food trucks, TC JK (.50); TC with Judge's Clerk and attorney on Hawthorne, emails (.50)	4.00
5.10.18	Attendance in Wayne County Circuit Court on Hawthorne, follow up Order and emails (1.75); TT calls and emails on Hunt Club (.25); review of GFL file (.25); review of GLWA Service Contract Amendment No. 3, TC BS (.25)	2.50
5.11.18	Review of fence ordinance, meeting with Bob Ihrie, TC LH (1.00); TC Sue Como, review of contracts (.50)	1.50
5.13.18	Review of agenda items and contracts (.50)	0.50

5.14.18	TCs on agenda items, research (.50); work on TT - Hunt Club Settlement (.25); attendance at COW (3.50)	4.25
5.15.18	Follow upon COW agenda items (.50); review of York contract (.25); TC on Hawthorne (.25);	1.00
5.16.18	Work on Rocket Fiber file (.50); meeting at City Hall (.25)	0.75
5.21.18	Review of PAATS Agreement, work on agenda items and emails, response to emails from staff (.50)	0.50
5.22.18	Review of LCC application file and letter to LCC (.25)	0.25
5.23.18	Review of York Agreement, TC CB, email to York (.50); work on Rocket Fiber file (.25)	0.75
5.29.18	TT Hunt Club, all calls, texts, review of consent judgment and emails (.25); all calls on Hawthorne, review of Hughes emails (.50)	0.75
5.30.18	Attendance in GPP Court for GPW case (Judge Metry recusal) (1.50); preparation for Hawthorne Court date (1.00); review of PAATS issue (.25)	2.75
5.31.18	Attendance at Court for Hawthorne case (2.50); meetings at City Hall, review of contracts (.50); review of warrants(.25)	3.25

CTB = 30.00 hours at \$150.00 per hour \$4,500.00

TOTAL DUE: \$4,500.00

TC - Telephone
BS - Bruce Smith
PC - Planning Commission
JK - Dir. John Kosanke

GT - Gene Tutag
LH - Lisa Hathaway
CB - Cathrene Behrens
TT - Tax Tribunal

M/C - Mayor and Council
Det. Bur. - Detective Bureau
ED - Eric Dunlap
FS - Frank Schulte

Breakdown

General	22.75 Hours
Municipal Court	6.50 Hours
Building/Planning Commission	0.00 Hours
Tax Tribunal	0.75 Hours

RECEIVED

MAY 31 2018

CITY OF GROSSE PTE. WOODS

101-210-801.000 \$3,412.50

101-210-801.100 \$975.00

101-210-801.300 \$112.50

05/31/2018

CBehrens