

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, March 18, 2019
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 02/25/19
 - B. Committee-of-the-Whole 02/25/19, 03/11/19
 - C. Historical Commission 01/10/19
 - D. Tree Commission 12/05/18
 - E. Citizens Recreation Commission 02/12/19
7. COMMUNICATIONS
 - A. Use of Bramcaster/Jackson Soccer Fields
 1. Memo 03/08/19 - Recreation Supervisor
 2. Application for Community Use of Recreational Facilities 01/31/19 – Eastside FC
 3. Certificate of Liability Insurance
 - B. Use of Lake Front Park Tennis Courts
 1. Memo 03/08/19 - Recreation Supervisor
 2. Application for Community Use of Recreational Facilities 03/05/19 - Grosse Pointe South
 3. Certificate of Liability Insurance
 - C. Monthly Financial Report – February 2019
8. BIDS/PROPOSALS/
CONTRACTS
 - A. Contract: Landscape Abatement
 1. Memo 01/24/19 – Building Official
 2. Email 01/04/19 – Nu Appearance
 3. Exhibit A
 4. Certificate of Liability Insurance
 5. Service Agreement for Nu Appearance Landscape
 6. City Council Excerpt 02/26/18
 - B. Contract: Michigan Department of Transportation (MDOT) – 2019 Vernier Road Program
 1. Memo 03/04/19 – Director of Public Services
 2. Letter 03/12/19 – City Attorney
 3. Letter 02/21/19 – MDOT
 4. Proposed Contract

9. ORDINANCES

- A. Second Reading: An Ordinance to Amend Chapter 28 Offenses, Sec. 28-398 Regulation of Consumer Fireworks Consistent with the Michigan Firework Safety Act as Amended by Public Acts 634 and 635 of 2018
 - 1. Letter 03/13/19 – City Attorney
 - 2. Letter 02/12/19 – City Attorney
 - 3. HB 5940 – PA 635 of 2018
 - 4. Fireworks in Michigan - LARA
 - 5. Proposed Ordinance
 - 6. Affidavit of Legal Publication
- B. Second Reading: An Ordinance to Amend Chapter 10 Businesses, Article VI Peddlers, Vendors, Solicitors, Division 2 Licenses, To Amend Various Sections of Division 2 to Allow Administrative Approval and Renewals, Clarify Certain Prohibited Conduct and to Limit the Number of Available Refuse Vendor Licenses
 - 1. Proposed Ordinance
 - 2. Affidavit of Legal Publication

10. CLAIMS/ACCOUNTS

- A. Professional Services – Plumbing and Mechanical
 - 1. McKenna Invoice No. 21849-9 03/06/19 - \$1,500.00.
- B. Bond Improvements, Roofs and HVAC
 - 1. Cross Renovation, Inc. Invoice Payment No. 8 02/21/19 - \$104,329.80.
- C. City Engineers – Anderson, Eckstein & Westrick
 - 1. Invoice No. 0120503 01/15/19 - \$1,200.00;
 - 2. Invoice No. 0120714 01/30/19 - \$2,420.25;
 - 3. Invoice No. 0120715 01/30/19 - \$2,778.45;
 - 4. Invoice No. 0120738 02/11/19 - \$1,200.00;
 - 5. Invoice No. 0121013 02/26/19 - \$1,998.75;
 - 6. Invoice No. 0121014 02/26/19 - \$3,090.55;
 - 7. Invoice No. 0121015 02/26/19 - \$206.00;
 - 8. Invoice No. 0121016 02/26/19 - \$1,985.50;
 - 9. Invoice No. 0121018 02/26/19 - \$838.25;
 - 10. Invoice No. 0121019 02/26/19 - \$7,800.00;
 - 11. Invoice No. 0121020 02/26/19 - \$872.25.
- D. Professional Services
 - 1. Hallahan & Associates, P.C. Invoice No. 16171 03/05/19 - \$77.27.
- E. Labor Attorney
 - 1. Keller Thoma Invoice No. 115943 03/01/19 - \$346.85.

F. City Attorneys

1. Don R. Berschback 02/27/19 - \$1,700.00;
2. Charles T. Berschback 02/27/19 - \$7,087.50.

11. NEW BUSINESS/PUBLIC COMMENT

12. 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>

CA

COUNCIL
02-25-19 - 23

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, FEBRUARY 25, 2019, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:25 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council Members: Bryant, Granger, Koester, McConaghy, McMullen, Shetler
Absent: None

Also Present: City Administrator Smith
City Attorney Chip Berschback
Treasurer/Comptroller Behrens
City Clerk Hathaway
Director of Public Services Schulte
City Engineer Lockwood
Recreation Supervisor Gerhart

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

The following Commission members were in attendance:

Jim Profeta, Planning Commission
Kelly Martin-Rahaim, Beautification Commission

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

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

1. City Council Minutes dated February 4, 2019.

Motion carried by the following vote:

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

No: None

Absent: None

Motion by Granger, seconded by Koester, regarding **Agreement-City of Grosse Pointe Farms**, that the City Council concur with the Committee-of-the-Whole at their meeting held February 11, 2019, and terminate the Agreement with the City of Grosse Pointe Farms for Provencal Road and that the City of Grosse Pointe Woods will provide necessary services.

Motion carried by the following vote:

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

No: None

Absent: None

Motion by Granger, seconded by Bryant, regarding **Budget Amendment/Road Projects: Beaufait (Mack to West City Limit) and Oxford (West City Limit to Jackson)**, that the City Council authorize the City Engineer to obtain bids for Beaufait (Mack to west City limits) and Oxford (west City limit to Jackson) to be included in the 2019 Road Construction Projects, to approve an amount not to exceed \$85,000.00 for design engineering, and to approve a budget amendment in the amount of \$85,000.00 from Prior Year Fund Balance Account No. 101-000-699.000 into Local Streets Engineering Construction Account No. 203-451-977.803.

Motion carried by the following vote:

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

No: None

Absent: None

Motion by McConaghy, seconded by Koester, regarding **contract: Beautification Awards Night**, that the City Council concur with the Beautification Commission at their meeting held January 9, 2019, and approve a \$1,000.00 deposit payment to reserve

Lochmoor Club for the 2019 Beautification Commission Awards Night Dinner to be held on November 13, 2019, funds to be taken from the FY 2018/19 Beautification Commission Fund Balance Account No. 205-000-390.310.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, that the following minutes be approved as submitted:

1. Committee-of-the-Whole minutes dated February 11, 2019.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **2019 Awards Night Ceremony Budget**, that the City Council concur with the Beautification Commission at their meeting held January 9, 2019, and approve an amount not to exceed \$7,000.00 for total expenses to hold the 2019 Awards Night Ceremony to be held on November 13, 2019, funds to be taken from the FY 2018/19 Beautification Commission Fund Balance Account No. 205-000-390.310.

Motion carried by the following vote:

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

Motion by McMullen, seconded by Granger, regarding **Membership: Michigan Municipal League (MML)**, that the City Council approve payment in the amount of \$6,453.00 to the MML for annual membership, funds to be taken from Account No. 101-101-958.000, and to authorize the City Administrator to sign the invoice.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Granger, regarding **Emergency Repairs: Torrey Road Pump Station**, that the City Council approve payment in the amount of \$10,595.00 to Kennedy Industries, Inc. for emergency repairs performed on Pumps #1 and #2 at the Torrey Road Pump Station, funds to be taken from the Pump Station Contractual Services Account No. 592-542-818.000.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Granger, regarding **Municipal Court Awning**, that the City Council approve the installation of an awning over the Municipal Court walkway by Belle Isle Awning in the amount of \$13,550.00 in the color green #2156, and not to include lettering, funds to be taken from Municipal Improvement Account No. 401-902-977.101.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **2019 (45th) Beautification Commission Flower Sale**, that the City Council approve the 2019 (45th) Flower Sale as requested in the letter dated February 8, 2019, and authorize an amount not to exceed \$24,700.00 for event expenses, funds to be taken from Account No. 205-870-820.200.

Motion carried by the following vote:

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

Motion by Granger, seconded by Koester, regarding **PA 202 of 2017 - Corrective Action Plan**, that the following document be received and placed on file:

1. Received 02/25/19 by Treasurer/Comptroller Behrens – revised Page 2 of the Corrective Action Plan.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding PA 202 of 2017 – Corrective Action Plan: Retirement Health Benefit Systems, that the City Council approve the Corrective Action Plan as submitted and including amendments, and authorize the Treasurer/Comptroller to sign said document.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **Pool Opening – Lake Front Park**, that the City Council approve Aquatic Source to provide pool opening services in the amount of \$5,525.00, funds to be taken from General Ledger Account No. 101-774-818.103 for pool maintenance contractual services, and authorize the City Administrator to sign the proposal.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Granger, regarding **Budget Amendment/Municipal Complex Exterior and Vestibule Restoration**, that the City Council approve the City Hall restoration work to be performed by Rely-On Construction in the amount of \$32,850.00; and to approve a budget amendment in the amount of \$35,850.00 from the Prior Year Fund

Balance Account No. 101-000-699.000 into Municipal Improvement Account No. 401-902-977.101.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Monthly Financial Report – January 2019**, that the City Council refer this report to the Finance Committee.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Bryant, regarding **Second Reading: An Ordinance to Amend Chapter 50, Zoning Article III District Regulations, by adding New Section 50-186, "Prohibited Uses – Marijuana Establishments", to Prohibit Marijuana Establishments under the Michigan Regulation and Taxation of Marihuana Act (MRTMA)**, that the City Council approve this proposed ordinance as presented making it effective 20 days after its enactment, and to authorize the City Clerk to publish by title of the final adoption in the Grosse Pointe News.

Motion carried by the following vote:

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

Motion by McMullen, seconded by Koester, regarding **Second Reading: An Ordinance to Amend Chapter 28 Offenses, by Amending Sec. 28-316, Marijuana, to Update the Ordinance in Accordance with State Law, Adopting State Law Definitions, Prohibitions and Penalties**, that the City Council approve this proposed ordinance as presented and make it effective 20 days after its enactment.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding **First Reading: An Ordinance to Amend Chapter 28 Offenses, Sec. 28-398 Regulation of Consumer Fireworks Consistent with the Michigan Firework Safety Act as Amended by Public Acts 634 and 635 of 2018**, that the City Council concur with the amendment of this ordinance, set a date of March 18, 2019, for a second reading and final adoption, and publish same by title in the Grosse Pointe News.

The City Attorney stated that he will be prepared to provide additional information at the second reading as to whether the City currently has an ordinance to regulate firecrackers, cherry bombs, and M-40's.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **First Reading: An Ordinance to Amend Chapter 10 Businesses, Article VI Peddlers, Vendors, Solicitors, Division 2 Licenses, To Amend Various Sections of Division 2 to Allow Administrative Approval and Renewals, Clarify Certain Prohibited Conduct and to Limit the Number of Available Refuse Vendor Licenses**, that the City Council concur with the amendment of this ordinance, set a date of March 18, 2019, for a second reading and final adoption, and publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **2017 SAW Grant Sewer Cleaning and CCTV**, that the City Council approve the following invoice:

1. Doetsch Industrial Services Pay Estimate No. 9 02/13/19 - \$38,867.53; Acct. No. 592-537-975.005.

Motion carried by the following vote:

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

Motion by Koester, seconded by Shetler, regarding **Marina Pedestal Improvements**, that the City Council approve the following invoice:

1. J. Ranck Electric Inc. Pay Application No. 4 01/28/19 - \$31,021.00; Acct. No. 594-785-977.200.

Motion carried by the following vote:

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

Motion by McMullen, seconded by Koester, regarding **City Engineer – Anderson, Eckstein & Westrick, Inc.**, that the City Council approve the following invoices for the City Engineer- Anderson, Eckstein & Westrick, Inc.:

1. Invoice No. 0120716 01/30/19 - \$112.00; Acct. No. 101-000-285.530;
2. Invoice No. 0120717 01/30/19 - \$5,685.00; Acct. No. 592-537-977.410;
3. Invoice No. 0120718 01/30/19 - \$278.10; Acct. No. 592-537-818.000;
4. Invoice No. 0120719 01/30/19 - \$206.75; Acct. No. 203-451-977.803;
5. Invoice No. 0120720 01/30/19 - \$225.00; Acct. No. 202-451-974.803;
6. Invoice No. 0120721 01/30/19 - \$185.80; Acct. No. 592-537-977.000.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Wireless Communications Attorney**, that the City Council approve the following invoice:

1. Kitch Drutchas Wagner Valitutti & Sherbrook Invoice No. 441943
01/31/19 - \$150.00; Acct. No. 101-210-812.000.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Granger, regarding **Building Services**, that the City Council approve the following invoice:

1. McKenna Invoice No. 21849-8 02/06/19 - \$1,500.00; Acct. No. 101-180-818.000.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Granger, regarding **Assessing Services**, that the City Council approve the following invoices for WCA Assessing:

1. Invoice No. 020419 02/04/19 - \$5,786.16; Acct. No. 101-224-818.000;
2. Invoice No. 021819 02/18/19 - \$5,786.16; Acct. No. 101-224-818.000.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **Legal Services**, that the City Council approve the following invoice for WCA Assessing:

1. Invoice No. 020819 02/08/19 - \$3,431.15; Acct. No. 101-210-810.301.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Labor Attorney**, that the City Council approve the following invoice for Keller Thoma:

1. Invoice No. 115759 02/01/19 - \$568.75; Acct. No. 101-210-810.000.

Motion carried by the following vote:

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

Hearing no objections, the following items were heard under New Business:

- The City Administrator provided an overview regarding Cell Block Construction by Cross Renovation, Inc., which caused damage to cell block walls during installation of the HVAC system. He stated Cross offered a settlement to forgive \$18,000 the City owes them for change orders, Cross would not owe \$11,000 for liquid damages, and Cross would paint the damaged cell walls versus replacing the walls.

Motion by McConaghy, seconded by Shetler, regarding Cross Renovation, Inc. – cell block damages, that City Council accept the settlement offer from Cross Renovation.

Motion carried by the following vote:

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

- Council discussed coyote and turkey sightings. Administration was asked to address it or ask Public Safety to take look.

The following individuals were heard under public comment:

- Mary Rogers – The Avenue in the Woods Association. This item is scheduled for the Committee-of-the-Whole on March 25, 2019.
- Jim Profeta – a business association was included in the 20/20 Plan.

Motion by Bryant, seconded by Granger, to adjourn tonight's meeting at 8:30 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, FEBRUARY 25, 2019, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Koester, McMullen, Shetler
ABSENT: McConaghy (Arrived at 6:38 p.m.)

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

Mayor Novitke called the meeting to order at 6:37 p.m.

Motion by Bryant, seconded by Koester, that Council Member McConaghy be excused from tonight's meeting.

Motion carried by the following vote:

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

Motion by Granger, seconded by Koester, 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, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

The Committee commenced discussing **Road Projects: Beaufait (Mack to West City Limits) and Oxford (West City Limit to Jackson)**. The City Engineer stated that proposed in the next construction season was Beaufait reconstruction and Oxford resurfacing. These projects were included with the road bond immediate streets list and are the only two immediate sections not being addressed. Some of the work will be associated with sewer work. The Treasurer/Comptroller distributed a Fund Balance Analysis that was updated on February 21, 2019. She stated the fund balance will remain healthy after funding these two projects.

Under New Business:

- The City Administrator discussed the cell block project stating Cross Renovation is performing heating and cooling improvements. The City has accrued \$18,100 in change orders above the budgeted amount approved for the project. There are

\$11,000 in liquidated damages claimed that Cross has accrued for not meeting their completion date. He stated Cross caused \$37,000 in damages to the porcelain walls, owing the City about \$48,000. Cross offered a settlement, they are willing to forgive the City's \$18,000 in change orders if the City is willing to eliminate \$48,000 in claimed damages and to paint the cell walls tomorrow that they damaged. The City Administrator and Director of Public Safety did not recommend rebuilding the walls due to the delay time it would add to completing the project. The City Engineer and City Administrator recommended accepting their offer of settlement. There was a consensus of the Committee accept the settlement and paint the walls.

Public Comment:

- Margaret Potter regarding painting cell walls;
- Dennis Janowski, of the Knights of Columbus regarding their Tootsie Roll Drive, requested their organization be allowed to submit an application without the necessary liability insurance, in order to save a date for soliciting. He stated the insurance would be provided prior to soliciting rather than with the application. The City Clerk stated that the procedure includes all necessary documentation be received at the time of applying including the application form, IRS 501(c)(3) letter, and liability insurance before a date would be secured, and that the policy is consistently applied to all organizations. She stated there was a discrepancy last year and that all organizations have observed the procedure in order to be secured a date.

The Chair asked the City Attorney about the ordinance allowing for a temporary approval. (The City Attorney is now in attendance at 7:10 p.m.) The City Attorney was asked to review the ordinance and whether an amendment would be needed to grant Mr. Janowski's request. Following his review, the City Attorney stated the ordinance is silent on accepting the application or time of issuance but must receive the permit 72 hours prior to an activity. The Chair asked whether the Council would be able to ask the Clerk to accept the Knights of Columbus application without insurance provided that such insurance was provided within 72 hours, and the City Attorney said yes. There was a consensus of the Committee to approve the request of the Knights of Columbus. The Committee directed the City Clerk to accept the application without the insurance being provided at the time of the application.

Motion by Bryant, seconded by Koester, that the meeting of the Committee-of-the-Whole be adjourned at 7:14 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, MARCH 11, 2019, IN THE COUNCIL CHAMBERS/MUNICIPAL COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke
Council Members Bryant, Granger, Koester, McConaghy, McMullen, Shetler
ABSENT: None

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

Mayor Novitke called the meeting to order at 7:00 p.m.

Motion by Granger, 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, Granger, Koester, McConaghy, McMullen, Novitke, Shetler
No: None
Absent: None

The first item discussed was regarding an **energy savings performance contract – Honeywell**. Dick Williams, of Honeywell International, Inc. distributed a revised presentation entitled, *City of Grosse Pointe Woods Finding Money March 11th, 2019*, and provided an overview to the Committee. Ron Blagus, Regional Manager, was also in attendance. Questions and answers from the Committee ensued. The Chair asked that the City Administrator receive from Mr. Williams the proposed Letter of Intent and contract, and once received that the documents be forwarded to the City Attorney and City Council for review. Once results of the audit are completed and presented, then a contract would be presented for Council consideration. When asked how the program would save the City money, he stated this program, under PA 119, assists distressed communities that may not otherwise be approved for financing, allows municipalities to finance without having to go out for bond ultimately effecting the bond rating, and provides project management services. He stated the City would begin to realize savings after ten years.

The City Administrator stated he believes the program is good because projects can be done without reducing the general fund. The Director of Public Services concurred and stated the City would be able to complete projects proactively. Mr. Williams stated Honeywell earns approximately 8% on the program. In reference to other projects, some not involving energy savings, when asked the City Administrator stated his recommended top projects would include the bridge at Lake Front Park, street lights, and a back-up generator at City Hall. Changing street lights to LED would provide a savings to the City. The Chair asked Mr. Williams if Honeywell conducts the audit and presents the results, whether the City would be obligated to enter into a contract, and his answer was no. The Chair also asked if the City could move forward

with the projects presented in the audit, and he said yes. Further, the Chair noted that the City could choose projects, obtain bids, and obtain an interest rate lower than Honeywell's 8%. This item is to remain on the Committee-of-the-Whole.

The Chair declared a recess at 8:19 p.m., and reconvened at 8:26 p.m.

The next item discussed was regarding the **Employee Handbook**. City Attorney Don Berschback provided an overview regarding the proposed changes. The Committee commenced review, and questions and answers ensued. This item is to remain on the Committee-of-the-Whole and return with the changes discussed.

Next, discussion ensued regarding the **Liquor License Ordinance Amendment**. Assistant City Attorney Chip Berschback provided an overview of the proposed ordinance and changes in the State liquor licensing laws. He stated that out of the City's eleven quota licenses, two quota licenses have not been issued. He stated that although the state may approve a license, businesses are still required to abide by all local ordinances. Provisions are also included in the zoning ordinance that must be met to obtain SDD and SDM licenses. The Assistant City Attorney pointed out that a public hearing may no longer not be necessary. Additional revisions need to be made to the ordinance. To assist with finalizing the proposed ordinance, he requested the City enter into an agreement with Kelly Allen, an attorney with liquor licensing expertise, at a rate of \$150.00 per hour, in an amount not to exceed \$1,500.00. She will send in a retention letter. There was a consensus of the Committee to move forward with engaging Ms. Allen, and that the City Administrator has the authority to enter into the Agreement. The Assistant City Attorney stated that cork permits are not permitted in the State of Michigan.

Under new business:

- The City Administrator provided an overview on the progress of remediation and restoration of administration offices following the flood at City Hall.

Motion by Bryant, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 9:56 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Robert E. Novitke
Mayor

RECEIVED

6C

JAN 17 2019

CITY OF GROSSE POINTE WOODS

City of Grosse Pointe Woods Historical Commission Minutes
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236
Conference Room at City Hall
January 10, 2019

approved by
commission
2-14-19 [signature]

1. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was called to order at 7:35 p.m. by Chairperson Millies.

2. Roll Call

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

Also Present: Council Representative George McMullen Jr.

3. Approval of Agenda

Motion by Hartert, seconded by Bailey, to approve the agenda as presented. Ayes: all. Motion carried.

4. Approval of Minutes

Motion by Motschall, seconded by Harkenrider, to approve the December 13th, 2018 minutes as amended, by adding member Frank Romano as present, under *Attendance* and amending *New Business*, *Election of Officers* to read: 2019-2020. Ayes: all. Motion carried.

5. Items

A. Report of Treasurer:

Bailey reported the balance of the commission: \$1,732.00 and the balance of the Cook Schoolhouse: \$5,124.11.

B. Cook School:

Winterfest: Winterfest will be Saturday January 26th, with the Cook Schoolhouse open from 11:00 a.m. – 3:00 p.m. (Ferry, Motschall, Romano, Veitengruber will host 11-1). (Bailey, Hartert, Millies, Veitengruber will host 1-3.) Ferry reported that the interior of the schoolhouse looked okay when she checked on it.

C. Commission Files:

Wilborn reported that he has been looking into organizing the files. Kent shared a handout about local history collections. Commission will look into regulations.

6. Old Business

A. Commission Policies:

Bailey created and shared a draft for the commission about member guidelines. Members will Read and discuss at the February meeting.

B. Desk and Chair Donation Update: Bailey provided copies of "Donation of Personal Property" to be filed.

7. New Business

A. Election of Officers:

Motion by Bailey, seconded by Motschall, to nominate Millies for Chair. Ayes: all. Motion carried.

Motion by Veitengruber, seconded by Bailey, to nominate Murphy for Vice Chair. Ayes: all.

6D

Minutes of the Grosse Pointe Woods Tree Commission Meeting December 05 , 2018.

The meeting was called to order by Chairman Chan at 7:35 PM.

The following members were present:

Laura Gaskin

Robert Greening

Mary Ellen Meyering

Randy Rennpage

The following members were excused:

Joe Backer

Tim Butler

Peter Groschner

George Hathaway

Jeff Profetta was absent.

Maria Galbo was present as a guest

Rick Shetler our council representative was present.

The Tree Commission did not have a quorum for the 5 Dec 2018 meeting, therefore no action was taken.

The meeting was adjourned at 8 PM.

Submitted by : Laura Gaskin Office Held: Secretary Cell: 313 808 0948

RECEIVED

JAN 29 2019

CITY OF GROSSE POINTE WOODS

Approved by
Commission
2-6-19

RECEIVED

FEB 19 2019

6E

Citizen's Recreation Commission Meeting Minutes

Meeting of the Citizen's Recreation Commission held on February 12, 2019 at
Grosse Pointe Woods, Michigan

approved by
commission
3-12-19 (AR)

CALLED TO ORDER: 7:04

PRESENT:

Angela Brown
Gib Heim
Barb Janutol
Tom Jerger
Mark Miller
Tony Rennpage
Sarah Seger

ABSENT:

Amanda York

ALSO, PRESENT:

Nicole Gerhart and Mike Koester

Motion to accept the minutes from January 8, 2019 by Mark Miller and seconded by Angela Brown

Yes: Brown, Heim, Janutol, Jerger, Miller, Rennpage, and Seger

No: None

Absent: York

SUPERVISOR'S REPORT:

Park passes for 2019 are currently being processed. The office is open until 8:00pm to facilitate working family members.

Mother-son movie was held on February 9th. About 40 were in attendance.

Registration is open for the All Pointes Daddy-Daughter Dance.

A Blood Drive Challenge for the Grosse Pointe Cities is in the planning stage..

The Park supervisors are looking to expand pre-teen programming.

COUNCIL MEETING REPORT:

Kudos to the Commission for the success of the Winter Fest.

Regular business is ongoing.

OLD BUSINESS:

2019 Winter Fest Wrap up:

All members thought the day went well.

A special thank you was expressed to Nicole, John Salter and their staff for their help in set up and take down

Sponsorship was discussed. Councilman Koester will contact the community events committee regarding sponsorships and report back at the next meeting.

Members thought 2 food trucks were enough for next year.

NEW BUSINESS:

New members: Discussion tabled until March Meeting.

Motion to accept the following Citizen's Recreation Commission slate of officers for 2019 was made by Mark Miller and seconded by Gib Heim:

Chair: Amanda York

Vice-Chair: Mark Miller

Secretary: Barb Janutol

Treasurer: Tom Jerger

Yes: Brown, Heim, Janutol, Jerger, Miller, Rennpage, and Seger

No: None

Absent: York

Motion was made, to allocate a budget increase to \$8,000.00 for the Citizen's Recreation Commission for next year, due to cost of the expanded Winter Fest program activities, by Mark Miller and seconded by Tom Jerger,

Yes: Brown, Heim, Janutol, Jerger, Miller, Rennpage, and Seger

No: None

Absent: York

ADJOURNMENT:

Motion was made to adjourn the meeting by Mark Miller and seconded by Angela Brown.

Yes: Brown, Heim, Janutol, Jerger, Miller, Rennpage, and Seger

No: None

Absent: York

Meeting Adjourned at 7:43 pm.

Respectfully submitted by: Barb Janutol

City of Grosse Pointe Woods
Parks and Recreation

Memorandum 8-19

7A
RECEIVED

MAR 15 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Date: March 8, 2019
To: Bruce Smith, City Administrator
From: Frank Schulte, Director of Public Works F.S.
Nicole Gerhart, Recreation Supervisor NG
Subject: Request of Ghesquiere Park Fields

Eastside FC (also known as Grosse Pointe Soccer Association), has requested use of the Bramcaster soccer field and the Jackson soccer field at Ghequiere Park on the weekends from March 22, 2019 to November 17, 2019.

I have no objection to the approval of this request contingent upon meeting the following guidelines:

1. Teams will follow all park rules and will clear the fields during storms.
2. Teams will clean up trash around the fields after use.
3. Teams will submit current rosters.
4. Eastside FC shall provide the City with evidence of at least One Million (\$1,000,000.00) Dollars of liability insurance showing the CITY OF GROSSE POINTE WOODS as an additional named insured of such insurance. The City shall be entitled to notice of any change in such policy. The insurance company issuing this policy shall have an A or better rating.

RECOMMENDED FOR APPROVAL AS SUBMITTED:


City Administrator

3/15/2019
Date

Council approval required



City of Grosse Pointe Woods Parks and Recreation Department

20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236
Telephone: 313-343-2408 • Fax: 313-642-5105 • Email: comctr@gpwmichigan.org

Application for Community Use of Recreational Facilities

Applications should be submitted 60 days prior to requested use date and must have approval by City Council to use Recreational Facilities.

RECEIVED

MAR - 8 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

ORGANIZATION INFORMATION

Date of Application: 1/31/19 Name of Organization: Eastside FC (GPSA)
Organization Contact Person: Eric Hermann City, State, Zip: Saint Clair Shores, Mi 48080
Phone Number: 810-459-0013 Email: fields@eastfc.org

ORGANIZATION TYPE

- ☐ Public School in GPW ☐ Public School in Grosse Pointe District ☐ Private School In GPW
☒ Non-Profit (provide 5013C number): 38-2309473 ☐ Other:

GPW RESIDENT INFORMATION

Name of GPW Resident: _____ Home Phone: _____
Address of GPW Resident: _____ Cell Phone: _____
Email: _____

EVENT DETAILS

- ☐ Ghesquiere Baseball Diamond # _____ ☐ Ghesquiere Hockey Rink
☒ Bramcaster Soccer Field ☒ Jackson Soccer Field
☐ Lake Front Park Tennis Court # _____ ☐ Other: _____

Requested Use Date: 3/22/19-11/17/19 Start Time: 8:00am End Time: 6:00pm

Estimated Total # Attendance 250 Estimated # of GPW Residents in Attendance: 150

Purpose for which premises to be used: Weekend soccer games during spring and fall

HOLD HARMLESS AGREEMENT

The undersigned agrees to make financial restitution to the City for any damage to or loss of City property or equipment caused by the above named group or any individual present at this event. Further, the undersigned does hereby release and hold harmless the City of Grosse Pointe Woods, its elected or appointed officials, employees and volunteers from any and all claims or loss resulting in bodily injury or property damages caused by the undersigned or any third party present at this event. Further, the undersigned agrees to financial reimbursement to the City if additional cleanup is necessary by city employees. The City reserves the right to cancel arrangements in case of emergencies with or without notice.

Liability insurance coverage must be submitted with the application. Such insurance shall state "The City of Grosse Pointe Woods is listed as an additional insured." under "Description of Operations" be in a form acceptable to the City and certificates of such insurance coverage shall be furnished upon request and prior to the use of the facilities. If deemed necessary, the user will provide security coverage as directed, and will also be responsible for associated costs.

Applicant Signature Eric Hermann Date 1/31/19

OFFICE USE ONLY

Class Type: II Insurance submitted with application: ☒ Yes ☐ No Insurance rating: 100
Recommended for approval as submitted: ☒ Yes ☐ No Signature & Date: [Signature] 3/2/19
Department Head
Recommended for approval as submitted: ☒ Yes ☐ No Signature & Date: [Signature] 3/2/19
City Administrator
Council Approval Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2019

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 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	Pullen Insurance Services, Inc. 2560 River Park Plaza, Suite 300 Fort Worth, TX 76116	CONTACT NAME:	Sports Division	
		PHONE:	(817) 738-6100 FAX: (817) 738-2993	
		E-MAIL ADDRESS:	contact@pullenins.com	
		PRODUCER CUSTOMER ID#:	MI	
INSURED	Michigan State Youth Soccer Association 9401 General Drive, Suite 120 Plymouth, MI 48170	INSURERS AFFORDING COVERAGE		NAIC #
		Insurer A:	National Casualty Company	11991
		Insurer B:	Nationwide Life Insurance Company	66869
		Insurer C:		
		Insurer D:		
		Insurer E:		
		Insurer F:		

COVERAGES CERTIFICATE NUMBER: 18025883 REVISION NUMBER: 0

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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X		KKO 75195-00	9/1/2018	9/1/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	UNLIMITED
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PARTICIPANT LEGAL LIABILITY	\$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KKO 75195-00	9/1/2018	9/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			XKO 75196-00	9/1/2018	9/1/2019	EACH OCCURRENCE	\$5,000,000
	DEDUCTIBLE						AGGREGATE	\$5,000,000
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under		N/A				WC STATUTORY LIMITS	OTHER
							E. L. EACH ACCIDENT	
							E. L. DISEASE - EA EMPLOYEE	
							E. L. DISEASE - POLICY LIMIT	
B	PARTICIPANT ACCIDENT MEDICAL			BAX-301209-00	9/1/2018	9/1/2019		\$100,000

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

This certificate is issued on behalf of Michigan State Youth Soccer Association & Eastside FC. Certificate Holder is Additional Insured as respects the operations of the Named Insured for sanctioned activities of the state association.

CERTIFICATE HOLDER

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

CANCELLATION

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

City of Grosse Pointe Woods
Parks and Recreation

Memorandum 7-19

Date: March 8, 2019
To: Bruce Smith, City Administrator
From: Frank Schulte, Director of Public Works
Nicole Gerhart, Recreation Supervisor
Subject: Request of Lake Front Park Facilities

7B
RECEIVED
MAR 15 2019
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Grosse Pointe South High School is requesting the use of eight tennis courts at Lake Front Park on Saturday, May 11 from 7:45 a.m. - 2:00 p.m..

I have no objection to the approval of this request contingent upon meeting the following guidelines:

1. Teams will follow all park rules and MHSAA rules including clearing the courts during storms.
2. Teams will relinquish courts to residents on courts 1 and 2.
3. Teams will clean up trash around the courts after use.
4. Teams will submit current rosters.
5. The School System shall provide the City with evidence of at least One Million (\$1,000,000.00) Dollars of liability insurance showing the CITY OF GROSSE POINTE WOODS as an additional named insured of such insurance. The City shall be entitled to notice of any change in such policy. The insurance company issuing this policy shall have an A or better rating.

RECOMMENDED FOR APPROVAL AS SUBMITTED:


City Administrator

3/15/2019
Date

Council approval required



**City of Grosse Pointe Woods
Parks and Recreation Department**

20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236

Telephone: 313-343-2408 • Fax: 313-642-5105 • Email: comctr@gpwmi.us

Application for Community Use of Recreational Facilities

Applications should be submitted 60 days prior to requested use date and must have approval by City Council to use Recreational Facilities.

RECEIVED

MAR - 8 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

ORGANIZATION INFORMATION

Date of Application: 2-13-19 Name of Organization: Grosse Pointe South
Organization Contact Person: Jane Schmidt City, State, Zip: Grosse Pointe MI 48236
Phone Number: 313-432-3542 Email: schmidj@gpschools.org

ORGANIZATION TYPE

- ☐ Public School in GPW ☒ Public School in Grosse Pointe District ☐ Private School In GPW
☐ Non-Profit (provide 5013C number): ☐ Other:

GPW RESIDENT INFORMATION

Name of GPW Resident: _____ Home Phone: _____
Address of GPW Resident: _____ Cell Phone: _____
Email: _____

EVENT DETAILS

- ☐ Ghesquiere Baseball Diamond # _____ ☐ Ghesquiere Hockey Rink
☐ Bramcaster Soccer Field ☐ Jackson Soccer Field
☒ Lake Front Park Tennis Court # 8 courts ☐ Other: _____

Requested Use Date: 5-11-19 Start Time: 7:45am End Time: 2:00pm

Estimated Total # Attendance _____ Estimated # of GPW Residents In Attendance: _____

Purpose for which premises to be used: girls' tennis team quad

HOLD HARMLESS AGREEMENT

The undersigned agrees to make financial restitution to the City for any damage to or loss of City property or equipment caused by the above named group or any individual present at this event. Further, the undersigned does hereby release and hold harmless the City of Grosse Pointe Woods, its elected or appointed officials, employees and volunteers from any and all claims or loss resulting in bodily injury or property damages caused by the undersigned or any third party present at this event. Further, the undersigned agrees to financial reimbursement to the City if additional cleanup is necessary by city employees. The City reserves the right to cancel arrangements in case of emergencies with or without notice.

Liability insurance coverage must be submitted with the application. Such insurance shall state "The City of Grosse Pointe Woods is listed as an additional insured." under "Description of Operations" be in a form acceptable to the City and certificates of such insurance coverage shall be furnished upon request and prior to the use of the facilities. If deemed necessary, the user will provide security coverage as directed and will also be responsible for associated costs.

Applicant Signature: _____ Date: 3/5/19

OFFICE USE ONLY

Class Type: III Insurance submitted with application: ☒ Yes ☐ No Insurance rating: _____
Recommended for approval as submitted: ☒ Yes ☐ No Signature & Date: Mack Givens 3/8/19
Department Head Date
Recommended for approval as submitted: ☒ Yes ☐ No Signature & Date: Paula Sney 3/8/19
City Administrator Date
Council Approval Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2019

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
Arthur J. Gallagher Risk Management Services, Inc.
300 Ottawa N.W. Suite 301
Grand Rapids MI 49503-2308

CONTACT
NAME:
PHONE (A/C, No., Ext): 616-233-0910 FAX (A/C, No.): 616-233-0923
E-MAIL:
ADDRESS:

INSURED
MAISL Joint Risk Management Trust
Grosse Pointe Public School System
389 St. Clair Avenue
Grosse Pointe MI 48230

INSURER(S) AFFORDING COVERAGE
INSURER A: MAISL Joint Risk Management Trust
INSURER B: Great American Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

NAIC #

16691

COVERAGES

CERTIFICATE NUMBER: 656718505

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A B	<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	Insurer A & B 3128240-PKG	7/1/2018 7/1/2018	7/1/2019 7/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ /A PRODUCTS - COMP/OP AGG \$ Agg Applies per \$ Member
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Insurer A & B 3128240-PKG	7/1/2018 7/1/2018	7/1/2019 7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		Insurer A & B 3128240-UMB	7/1/2018 7/1/2018	7/1/2019 7/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	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 OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		Insurer A & B 3128240-PKG	7/1/2018 7/1/2018	7/1/2019 7/1/2019	Maintenance Ded 2,500 Auto Phys Damage Included

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

MAISL Joint Risk Management Trust is a qualified and approved self-insurance fund under the laws of the State of Michigan. Blanket Additional Insured per Endorsement AX0007 (07/1998). SIR \$500,000

The City of Grosse Pointe Woods is an Additional Insured as respects to General Liability, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

RE: Use of facility for Tennis Team Quad held on May 11, 2019.

CERTIFICATE HOLDER

CANCELLATION

The City of Grosse Pointe Woods
20025 Mack Plaza
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

© 1988-2015 ACORD CORPORATION. All rights reserved

8A

**CITY OF GROSSE POINTE WOODS
BUILDING DEPARTMENT
MEMORANDUM**

RECEIVED
FEB 21 2019
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT


TO: Mayor & City Council
FROM: Gene Tutag, Building Official *GT*
DATE: January 24, 2019
SUBJECT: Nu Appearance Landscaping – Request to Renew Contract

We have been extremely satisfied with Nu Appearance Landscaping service since April 2014. They have continually performed landscaping service without any problems or complaints from the Building Department or our Residents.

The Building Department is requesting to extend the service agreement with Nu Appearance Landscaping thru April 1, 2020 as they have offered to accept another one year extension with terms and pricing to remain unchanged from their original contract dated March 10, 2014.

- Attachments
Nu-Appearance agreement extension e-mail – 01/04/19
Exhibit A. – Request for Bid
Certificate of Liability Insurance (Expires 7/19/19)
Proposed Contract for 2019/2020
Council Clipping – 2/26/18

Recommend approval of the above stated, do not believe any benefit will accrue to the City to seek further competitive bids, and appropriate funds are available for this expenditure:



Bruce Smith, City Administrator

2/21/2019

Date



Cathrene Behrens, City Treasurer/Comptroller

2/21/2019

Date

Council Approval Required

Date

Sue Stewart

From: Gene Tutag
Sent: Thursday, January 24, 2019 8:54 AM
To: Sue Stewart; David Podeszwik
Subject: FW: Fwd: Extend Service Agreement Thru 4-01-19

From: NU APPEARANCE MAINTENANCE APPEARANCE <nuappearance@comcast.net>
Sent: Friday, January 4, 2019 10:41 AM
To: Gene Tutag <GTutag@gpwmi.us>
Subject: Re: Fwd: Extend Service Agreement Thru 4-01-19

Good Morning Gene,

This e-mail confirms our intention to renew the existing agreement through 4-1-2020. At your earliest convenience, please forward a P.O. # for the extended year 2019-2020.

Thank you!

D'Anne Kettler

NU Appearance Maintenance, Inc.

On February 9, 2018 at 12:39 PM NU APPEARANCE <nuappearance@comcast.net> wrote:

Hi Gene,

Hope this e-mail finds you well !

This e-mail confirms our intention to renew the existing agreement through 4-1-2019. At your earliest convenience, please forward a P.O. # for the extended year 2018-2019.

Thank you!

D'Anne Kettler

NU Appearance Maintenance, Inc.

----- Original Message -----

From: nuappearance@comcast.net

To: gtutag@gpwmi.us

Cc: "Kettler, Scott" <skettler.nuappearance@comcast.net>

Date: January 6, 2017 at 12:42 PM

Subject: Fwd: Extend Service Agreement Thru 4-01-18

Hi Gene,

This email (w/attachments, 2014-17) confirms we wish to continue our services through 4-1-18. Please forward a P.O. # for the extended year, 2017-18.

Thank you!

D'Anne

NU Appearance Maintenance, Inc.

From: "Sally" <nuappearance@comcast.net>

To: gtutag@gpwmi.us

Cc: jprieur@gpwmi.us, "skettler nuappearance" <skettler.nuappearance@comcast.net>, nuappearance@comcast.net

Sent: Tuesday, February 9, 2016 4:02:55 PM

Subject: Extend Service Agreement Thru 4-01-17

Attached please find three pages of the 2014-2016 Service Agreement extending the service, with the same cost, thru 4/01/17. Please forward a P.O. # for the extended year 2016-17. Thank you. D'Anne

Your message is ready to be sent with the following file or link attachments:

GPwds2016-17pg3

GPwds2016-17pg2

GPwds2016-17pg1

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Exhibit A

Request for Bid
GROSSE POINTE WOODS
Landscaping Proposal for April 2014 thru April 2016



Scott A. Kettler
(313) 884-0515
(313) 886-7276 Fax
nuappearance@comcast.net
Licensed and Insured NCT

Fertilizing/Aeration
Weed Control
Snow Plowing
Sodding/Seeding
Retaining Walls
Brick Paving
Ground Maintenance

	AMOUNT
Lawn Maintenance: Cut & Trim	
Various Lot Sizes:	
40' x 120' 4800	40.00
60' x 150' 7000	50.00
90' x 200' 18000	80.00
100' x 300' 30000	100.00
Shrub Trimming:	
Evergreen and deciduous shrubs (per man hr)	37.00
Removal/Disposal of debris of property (per yd)	25.00
Spraying:	
Spray cracks & crevices for weeds on concrete areas: (per job)	15.00 PER GAL.
Miscellaneous Service Call (per job)	40.00
Debris Removal (per yd)	25.00
Heavy equipment (per hr)	95.00
MDA License (must provide copy)	# 820687

continue w/ SAME \$ and
EXTEND SERVICE Agreement
thru 4-1-17
PER GENE & Scott 2/9/16

CONTACT NAME/APPLICANT: ANDY + SCOTT

COMPANY NAME: NU APPEARANCE

ADDRESS: 19942 HARPER AVE, HARPER WOODS

PHONE: 313.884.0515

SIGNATURE: Scott Kettler

DATE: 3/10/14

PO # 43159 7/2015 - 4/2016
PO # 42601 7/2014 - 6/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/17/2018

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 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 Morris Insurance Group, Inc. Little-Killebrew-Steiger 22440 Hall Road Clinton Township MI 48036	CONTACT Shelle Kipp (586) 569-0440 FAX (586) 569-0384 E-MAIL ADDRESS: shelle.kipp@MorrisInsuranceGroup.com
INSURED NU APPEARANCE MAINTENANCE INC 19942 HARPER AVE HARPER WOODS MI 48225-1759	INSURER(S) AFFORDING COVERAGE INSURER A: Ansur America Insurance Company/ 10984 INSURER B: Frankenmuth Mutual 13986 INSURER C: Accident Fund National Ins Co 12305 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2018 2019

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	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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:	X	BOP6068514	7/19/2018	7/19/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA 6068514	7/19/2018	7/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	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 Y N/A	WCV6170201	7/19/2018	7/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Grosse Pointe Woods is Additional Insured with respect to General Liability when written contract applies.

CERTIFICATE HOLDER

(313) 343-2439

LHathaway@gpwwmi.us

City of Grosse Pointe Woods
20025 Mack Plaza Dr
Grosse Pointe Woods, MI 48236

CANCELLATION

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

Bruce Morris/MMK

RECEIVED

MAR - 8 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

**SERVICE AGREEMENT FOR
NU APPEARANCE LANDSCAPING**

This Agreement entered into this ____ day of _____, 2019 between the City of Grosse Pointe Woods ("CITY") and NuAppearance Maintenance, Inc. (a/k/a Nu Appearance Landscaping) ("NU") located at 19942 Harper Avenue, Harper Woods, MI 48225.

WHEREAS, the Grosse Pointe Woods City Council on _____ 2019, awarded NU a contract to provide landscaping and lawn mowing services within the City of Grosse Pointe Woods, and;

WHEREAS, the parties wish to clarify their respective duties and responsibilities under the contract as set forth in this Agreement.

IT IS AGREED:

1. Award of Contract. NU is hereby awarded the contract to perform services for the CITY as specified in the attached specifications, Exhibit A, incorporated by reference and made a part of this Agreement.
2. Term of Contract. This contract will be for a period of April 1, 2019 to March 31, 2020.
3. Availability of Service. NU will provide the services described in the contract to the CITY on an as needed basis within 48 hours of a request, weather permitting.
4. Rates. The rates to be charged by NU are determined in attached Exhibit A.
5. Record of Receipts. On a monthly basis, NU will provide the CITY a record of all services rendered during the period for which payment is made. The records supplied to the CITY shall contain the following information:
 - a. The date the service was rendered;
 - b. The nature of the service rendered and;
 - c. The address where the service was rendered;
 - d. Invoices for the work on a monthly basis.
6. Inspection of books and records by CITY. The CITY shall have the right to inspect NU's books and records (as they pertain to service charges under this Agreement) on NU's premises during normal business hours.
7. Compliance with City Ordinances. NU shall be required to comply with all City Ordinances and pertinent state laws during the terms of this Agreement including but not limited to hours of operation.

8. Termination of Contract. In the event the CITY determines that NU is in breach of this Agreement, it shall so notify NU in writing mailed or delivered to NU's place of business. NU shall then be granted ten (10) days to correct its breach. Failure to do so will authorize the CITY to terminate the Agreement.

Notwithstanding anything to the contrary, the contract may be cancelled by either the CITY or NU for any reason or no reason by giving thirty (30) days written notice.

9. Insurance. NU will supply the CITY with evidence, as requested from time to time by the City, that it is adequately insured in accordance with Exhibit A for the following:
- a. Personal property damage;
 - b. Personal liability;
 - c. Workers compensation.
10. City Indemnification. NU agrees to indemnify and hold harmless the CITY from any actions, suits, debts, judgments, damages and/or claims arising out of NU's performance of this Agreement.
11. Purchase Order. A standard Grosse Pointe Woods Purchase Order will be issued with additional terms and conditions.

IN WITNESS WHEREOF the parties have signed this Agreement on the date first written above.

WITNESS:

City of Grosse Pointe Woods

By: Bruce Smith
City Administrator

NuAppearance Landscaping

By: _____
Scott A. Kettler
Its: Owner

COUNCIL CLIPPING
02-26-18

Motion by Shetler, seconded by McConaghy, regarding **weed abatement services**, that the City Council approve a contract with Nu Appearance Landscaping to provide grass and weed abatement services (landscaping) from April 1, 2018, through April 1, 2019.

Motion carried by the following vote:

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

No: None

Absent: Bryant

8B

MEMO 19-09

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *F.S.*
DATE: March 4, 2019
SUBJECT: Recommendation – 2019 Vernier Road Program

RECEIVED
MAR 14 2019
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

On December 12, 2017, the City of Grosse Pointe Woods received federal assistance for the resurfacing of Vernier Road from Morningside to Fairway. The estimate for construction cost for this project is \$1.3 million. Federal aid will cover 80% or \$1,040,000.00 of the contract construction cost. The city share of the construction cost of Vernier Road Project is 20% or \$260,000.00. The estimated cost for design and construction engineering is \$260,000.00. The total cost of this project to the City of Grosse Pointe Woods is projected to be \$520,000.00. The estimated total cost for construction and engineering for this project is \$1,560,000.00.

On October 15, 2018, City Council approved an amount not to exceed \$78,000.00 for the city's engineering firm, Anderson, Eckstein and Westrick, Inc. to provide design engineering services and solicit bids for construction for the 2019 Vernier Road Program.

On February 21, 2019, the City of Grosse Pointe Woods received documents from the Department of Transportation (MDOT) for the federal assistance of the Vernier Road Project. A signed contract and resolution from City Council needs to be executed in the next 35 days to ensure the work and payment is not delayed.

The City Attorney, Charles Berschback, has reviewed the contract and the City Clerk, Lisa Hathaway, has prepared a resolution.

I recommend the City Council adopt the Resolution authorizing the 2019 Vernier Road Project with Michigan Department of Transportation and authorize the City Administrator to sign the contract.

Once we receive the bid tabulation for this program, final costs will be brought to City Council to approve.

Approved for Council Consideration:


Bruce Smith, City Administrator

3/14/19
Date

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

RECEIVED

MAR 12 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

DON R. BERSCHBACK
OF COUNSEL

March 12, 2019

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

RE: Vernier Road
MDOT Contract No. 19-5061

Dear Mayor and Council:

At the request of Bruce and Frank Schulte, I have reviewed the proposed contract for Vernier Road. As you can imagine, there is not a lot of negotiating involved with this type of contract. We have approved similar contracts to MDOT in the past. The amounts involved are on Exhibit 1, Page 8 of the contract. I spoke with the contract engineer for MDOT and she assured me that only one signature is required by the City on page 7.

Accordingly, it would be the prerogative of the Council to adopt a resolution approving the a contract with the Michigan Department of Transportation for the Vernier Road construction from Fairway Lane to Morningside Drive, and authorize the City Administrator to sign the contract (19-5061).

Very truly yours,



CHIP BERSCHBACK

CTB:nmg

cc: Bruce Smith
Lisa K. Hathaway
Frank Schulte



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

PAUL C. AJEGBA
DIRECTOR

February 21, 2019

RECEIVED
FEB 25 2019
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Ms. Lisa K. Hathaway, City Clerk
City of Groose Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, Michigan 48236

Dear Ms. Hathaway:

RE: Contract Number: 19-5061
Control Section: STU 82000
Job Number: 203498CON
Location: Vernier Road: Fairway Lane to Morningside Drive

Enclosed are the original and one copy of the above described contract between your organization and the Michigan Department of Transportation (MDOT). Please take time to read and understand this contract.

1. Do not date the contracts. MDOT will date the contracts when they are executed.
2. If this contract meets with your approval, secure the authorized signatures on the enclosed contracts.
3. Attach two (2) original certified resolutions. The resolution should specifically name the officials who are authorized to sign the contract and include the contract number. If you need an example of a resolution, please contact Kathy Fulton at fultonk@michigan.gov or (517) 335-4404.
4. Return signed contracts and resolutions for MDOT execution to:

Kathy J. Fulton, Contract Technician
MDOT – Development Services Division, 2nd Floor
425 West Ottawa Street, P.O. Box 30050
Lansing, MI 48909

To ensure that the work and payment for this project is not delayed, return the contracts within 35 days from the date of this letter. A copy of the executed contract will be returned to your organization.

If you have questions on the content of this contract, or revisions are required, please contact Monica Uribe, Local Government Contract Engineer at uribem1@michigan.gov or (517) 335-2266.

Enclosure

STP

DA

Control Section	STU 82000
Job Number	203498CON
Project	1900(338)
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	19-5061

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF GROSSE POINTE WOODS, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in the City of Grosse Pointe Woods, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 11, 2019, attached hereto and made a part hereof:

PART A - FEDERAL PARTICIPATION

Hot mix asphalt cold milling and resurfacing work along Vernier Road from Fairway Lane to Morningside Drive; including concrete curb and gutter, concrete sidewalk and ramp, permanent signing, pavement marking, and traffic signal installation work; and all together with necessary related work.

PART B - NO FEDERAL PARTICIPATION

Decorative mast arm, traffic signal support and cabinet painting, irrigation, audio-visual recording, and rubbish pickup. work within the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

- 5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

- 6. A working capital deposit by the REQUESTING PARTY will not be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

- 7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhere to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the

PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the state and/or the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF GROSSE POINTE WOODS

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



February 11, 2019

EXHIBIT I

CONTROL SECTION	STU 82000
JOB NUMBER	203498CON
PROJECT	1900(338)

ESTIMATED COST

CONTRACTED WORK

	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,313,300	\$15,900	\$1,329,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,313,300	\$15,900	\$1,329,200
Less Federal Funds	<u>\$1,074,900</u>	<u>\$ -0-</u>	<u>\$1,074,900</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 238,400	\$15,900	\$ 254,300

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

- A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

- a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

- b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

- c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.
- d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

March 13, 2019

RECEIVED

MAR 13 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

DON R. BERSCHBACK
OF COUNSEL

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

RE: Fireworks Ordinance / Second Reading

Dear Mayor and Council:

I have enclosed another copy of my February 12, 2019 letter for background. The second reading is scheduled for March 18th. I have made one technical change in section (d) violations. The state law does not say one-half of the fines it says \$500.00 of the fines.

I was asked to provide additional information regarding type of fireworks regulated by this ordinance. I have attached a page from the State of Michigan website which is a graphic representation of the answer. The new state law Act No. 635 indicates a city can enact an ordinance regulating use of "consumer fireworks". So this would include fireworks that "leave the ground" including bottle rockets, but also include firecrackers and M-80s.

Once this ordinance is enacted, I will work with the staff to provide a link on the city website regarding the attached exhibit.

It would be the prerogative of Council to adopt the ordinance to amend Chapter 28 at the second reading.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr
Enclosure

cc: Bruce Smith
Lisa K. Hathaway
John Kosanke
Sgt. Provost

9A

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

RECEIVED

FEB 12 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

DON R. BERSCHBACK
OF COUNSEL

February 12, 2019

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

RE: Updated Fireworks Ordinance / First Reading / February 25, 2019

Dear Mayor and Council:

This ordinance was reviewed by the Committee of the Whole on February 4, 2019. I have enclosed another copy of my original "red lined" draft and a revised copy of the ordinance. The violation sub-section (d) has been amended to incorporate the state law language that "a violation of Sec. 28-391(c)(1) is a municipal civil infraction, punishable by a fine of \$1,000.00 for each violation".

As discussed at the COW, I am providing initial information regarding the definition of consumer fireworks. The attached language from the Fireworks Safety Act references various Code of Federal Regulations (CFR) and "APA Standards". More information will be provided to Council separately.

Our discussion on the definition issue caused me to take another look at this draft. I think it is best to add back in the specific definitions from the original ordinance since they have not changed, and it provides people with better notice of prohibited conduct. I have also added a sentence in Sec. (d) indicating "The sale, display, storage, transportation and/or distribution of fireworks shall be regulated pursuant to the Act."

I am recommending that our website and newsletter provide a short synopsis of the general types of fireworks which are allowed and prohibited and provide a more readable summary of the days when fireworks are allowed and not allowed.

It would be the prerogative of Council to schedule this for a second reading with appropriate notices.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr

Enclosure

cc: Bruce Smith
Lisa K. Hathaway
John Kosanke

Act No. 635
Public Acts of 2018
Approved by the Governor
December 28, 2018
Filed with the Secretary of State
December 28, 2018
EFFECTIVE DATE: December 28, 2018

**STATE OF MICHIGAN
99TH LEGISLATURE
REGULAR SESSION OF 2018**

Introduced by Reps. Chirkun and Yaroch

ENROLLED HOUSE BILL No. 5940

AN ACT to amend 2011 PA 256, entitled "An act to revise, consolidate, and codify the laws relating to certain fireworks; to regulate the purchase, possession, sale, and use of certain fireworks; to establish a fireworks safety fund; to establish a fireworks safety fee; to provide for the transfer and expenditure of funds; to prescribe the powers and duties of certain state agencies; to provide for penalties and remedies; and to repeal acts and parts of acts," by amending section 7 (MCL 28.457), as amended by 2013 PA 65.

The People of the State of Michigan enact:

Sec. 7. (1) Except as provided in this act, a local unit of government shall not enact or enforce an ordinance, code, or regulation pertaining to or in any manner regulating the sale, display, storage, transportation, or distribution of fireworks regulated under this act.

(2) A local unit of government may enact an ordinance regulating the ignition, discharge, and use of consumer fireworks, including, but not limited to, an ordinance prescribing the hours of the day or night during which a person may ignite, discharge, or use consumer fireworks. If a local unit of government enacts an ordinance under this subsection, the ordinance shall not regulate the ignition, discharge, or use of consumer fireworks on the following days after 11 a.m.:

- (a) December 31 until 1 a.m. on January 1.
- (b) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
- (c) June 29 to July 4 until 11:45 p.m. on each of those days.
- (d) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
- (e) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.

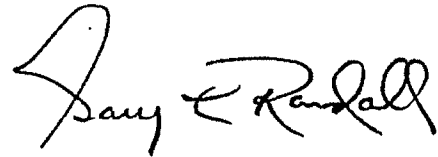
(3) An ordinance under subsection (2) shall impose a civil fine of \$1,000.00 for each violation of the ordinance and no other fine or sanction. The ordinance must provide for the remittance of \$500.00 of the fine collected under the ordinance to the local law enforcement agency responsible for enforcing the ordinance.

(4) Beginning August 1, 2019, a local unit of government with a population of 100,000 or more or a local unit of government located in a county with a population of 750,000 or more may enact or enforce an ordinance that regulates the use of a temporary structure. An ordinance established under this subsection may include, but is not limited to, a restriction on the number of permits issued for a temporary structure, regulation of the distance required between 2 or more temporary structures, or a zoning ordinance that regulates the use of a temporary structure. An ordinance established under this subsection may not prohibit the temporary storage, transportation, or distribution of fireworks by a consumer fireworks certificate holder at a retail location that is a permanent building or structure. As used in this subsection, "temporary structure" means a movable structure that is used in the sale, display, storage, transportation, or distribution of fireworks, including, but not limited to, a tent or a stand.


Enacting section 1. This amendatory act does not take effect unless all of the following bills of the 99th Legislature are enacted into law:

- (a) House Bill No. 5939.
- (b) House Bill No. 5941.

This act is ordered to take immediate effect.



Clerk of the House of Representatives



Secretary of the Senate

Approved _____

Governor



Fireworks in Michigan

LARA
LICENSING AND REGULATORY AFFAIRS
CUSTOMER DRIVEN. BUSINESS MINDED

Legal Consumer Fireworks



Aerials



Bottle Rockets/ Sky Rockets



Reloadable Shell Device

Roman Candles



Firecrackers



Missile Type
Rockets



Helicopter/
Aerial Spinners



Single Tube
Device with
Report

Legal Low Impact Fireworks

Ground Based or Handheld Sparklers



Sparklers &
Sparkler Trees



Cylindrical



Cone



Square

Calif. Rocket



May Not Have More Than 500g of Explosive Mixture.

Sparkling Wheel Devices



Ground Sparkling Devices



Ball & Disk



Cylindrical

Smoke Devices



Cylindrical



Calif. Smoke Candle



Smoke Cone

Novelties



Snappers/ Drop Pops



Snakes



Party Poppers



Smoke Ball



Sparkling Devices

Novelties are not regulated in Michigan.

Questions Regarding Fireworks? www.michigan.gov/bfs

ORDINANCE # _____

AN ORDINANCE TO AMEND CHAPTER 28 OFFENSES,
SEC. 28-398 REGULATION OF CONSUMER FIREWORKS
CONSISTENT WITH THE MICHIGAN FIREWORK SAFETY ACT
AS AMENDED BY PUBLIC ACTS 634 AND 635 OF 2018

THE CITY OF GROSSE POINTE WOODS ORDAINS:

Sec. 28-398. - Regulation of consumer fireworks.

(a) *Statement of purpose.* This Ordinance amends Ordinance No. 854 to regulate fireworks as allowed under the Michigan Fireworks Safety Act, MCL 28.451 et seq., as amended by Act 634 and 635 of 2018.

(b) *Definitions.* The City of Grosse Pointe Woods hereby incorporates by reference [all](#) the definitions contained in the Michigan Fireworks Safety Act (“the Act”) MCL 28.451 et seq as amended by Public Act 634 of 2018 including any subsequent amendments to the Act, [including the following:-](#)

[Consumer fireworks means fireworks devices that are designed to produce visible efforts by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States consumer production safety commission under 16 CFR parts 1500 and 1507, and that are listed in APA standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.](#)

[Display fireworks means large fireworks devices that are explosive materials intended for use in fireworks displays and designed to produce visible or audible effects by combustion, deflagration, or detonation, as provided in 27 CFR 555.11, 49 CFR 172, and APA standard 87-1, 4.1.](#)

[Firework or fireworks means any composition or device, except for a starting pistol, a flare gun, or a flare, designated for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects.](#)

[Low-impact fireworks means ground and handheld sparkling devices as that phrase is defined under APA standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.](#)

(c) *Limitations.*

(1) Consumer fireworks ignition, discharge and use in the City is limited to the following days after 11:00 a.m.:

(a) December 31 until 1:00 a.m. on January 1.

- (b) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.
 - (c) June 29 to July 4 until 11:45 p.m. on each of those days.
 - (d) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
 - (e) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.
- (2) No person under 18 years of age shall possess consumer fireworks.
- (3) No person shall ignite, discharge or use consumer fireworks or low impact fireworks while under the influence of alcohol or a controlled substance, or a combination of both.
- (4) No person shall ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission to use those fireworks on those premises.

(d) *Violations, fines and penalties.* A violation of Sec. 28-398(c)(1) is a municipal civil infraction, punishable by a fine of ~~up to~~ \$1,000.00 for each violation. ~~One-half~~ \$500.00 of the fines collected for violation of this section shall be allocated to the Public Safety Department budget. Violations may be issued to either the actual person violating Sec. 28-398(c)(1), or the person having control of a residence, if that person knew or reasonably should have known that the prohibited conduct occurred. The sale, display, storage, transportation and/or distribution shall be regulated pursuant to the Act. Fines and penalties for violation of other sections in this ordinance and the Michigan Fireworks Safety Act shall be controlled by the provisions of the Act.

(e) *Amendment.* Upon application in writing by an individual, association or entity for the public display of fireworks, the City Council may grant permission for such display on any day, subject to such conditions as the City Council may impose to properly safeguard the public, all in accordance with the Act.

(Code 1975, §§ 8-4-9, 8-4-10; Code 1997, §§ 54-241, 54-242; Ord. No. 848, 8-20-2012; Ord. No. 854, 7-1-2013)

RECEIVED

MAR 12 2019

AFFIDAVIT OF LEGAL PUBLICATION

GROSSE POINTE WOODS
FINANCE DEPARTMENT

Grosse Pointe News

16980 Kercheval Avenue
Grosse Pointe, Michigan 48230
(313) 882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

John Minnis

being duly sworn deposes and says that att

City of Grosse Pointe Woods

was duly published in accordance with instr
the following date:

March 7, 2019

#6 GPW 3/7 FIREWORDS ORD

City of **Grosse Pointe Woods**, Michigan

NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed ordinance for a second reading at its meeting scheduled for Monday, March 18, 2019, at 7:00 p.m. in the Council Room of the Municipal Building. The proposed ordinance is available for public inspection at the Municipal Building, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. The Council meeting is open to the public. All interested persons are invited to attend.

**AN ORDINANCE TO AMEND CHAPTER 28
OFFENSES, SEC. 28-398 REGULATION OF
CONSUMER FIREWORKS CONSISTENT WITH
THE MICHIGAN FIREWORK SAFETY ACT AS
AMENDED BY PUBLIC ACTS 634 AND 635 OF 2018**

Lisa Kay Hathaway
City Clerk

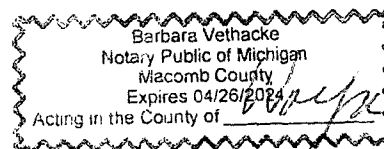
G.P.N.: 3/7/2019

and knows well the facts stated herein, and that he is the Publisher of said newspaper.

John Minnis
Subscribed and sworn to before me this 7th day of March A.D., 2019

Barbara Vethacke March 7 2019

Notary Public



9B

ORDINANCE # _____

**AN ORDINANCE TO AMEND CHAPTER 10 BUSINESSES,
ARTICLE VI PEDDLERS, VENDORS, SOLICITORS,
DIVISION 2 LICENSES, TO AMEND VARIOUS SECTIONS
OF DIVISION 2 TO ALLOW ADMINISTRATIVE APPROVAL AND
RENEWALS, CLARIFY CERTAIN PROHIBITED CONDUCT
AND TO LIMIT THE NUMBER OF AVAILABLE REFUSE VENDOR LICENSES**

The City of Grosse Pointe Woods Ordains:

DIVISION 2. - LICENSE

Sec. 10-220. - License required.

It shall be unlawful for any person to engage in the business of a vendor, a peddler, a hawker or a huckster, or a house-to-house solicitor and canvasser or a refuse vendor, as hereinafter defined without first having obtained a license therefore.

(Code 1975, § 4-1-1; Code 1997, § 14-731; Ord. No. 717, § 1, 10-20-1997)

Sec. 10-221. - Definitions.

(a) The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Director of Public Safety and City Clerk includes their designee.

House-to-house solicitor and canvasser means any person, whether a resident of the city or not, traveling either by foot or any type of conveyance from place to place, from house to house, or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether such individual is collecting advance payments on such sales or not.

Peddler means any person, whether a resident of the city or not, traveling by foot or any type of conveyance from place to place, from house to house, or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products or provisions, dairy products or similar or like articles, offering and exposing the same for sale, or making sales and delivering articles to purchasers, or who, without traveling from place to place, shall sell or offer the same for sale from a conveyance; and further provided that one who solicits orders and as a separate transaction makes deliveries to purchasers as a part of a scheme or design to evade the provisions of this article shall be deemed a peddler subject to the provisions of this article. The term "peddler" shall include the terms "hawker" and "huckster."

Refuse vendor means any person, other than an employee or contractor, or employee of a contractor, of the city public works department, whether a resident of the city or not, traveling by foot or any type of conveyance from place to place, from house to house, or from street to street and removing or carting away any materials left curbside for collection under the provisions of chapter 34. ~~[Moved to Sec. 10-226]~~

Vendor means any person, whether a resident of the city or not, traveling by foot or any type of conveyance who shall carry, convey or transport, from street to street, goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck farm products or provisions, dairy products or other similar or like articles for the purpose of making sales and deliveries to residents, merchants or places of business. The provisions hereof shall be deemed to mean and include sales and deliveries made from milk wagons, bread trucks and/or provision trucks operating over established routes or making sales and/or deliveries to established customers.

(b) It is expressly provided that the definitions of "peddler" and "vendor" shall not be deemed to apply to such businesses or business transactions wherein the order is taken or the purchase is made at the regular and permanent place of business, which order or purchase is thereafter delivered to residents or merchants of the city.

(Code 1975, § 4-1-2; Code 1997, § 14-732; Ord. No. 717, § 1, 10-20-1997)

Sec. 10-222. - Application.

(a) Applicants for ~~a license~~ all licenses under this article must file with the clerk an application, on a form to be furnished by the clerk, which shall provide the following information:

- (1) Name and description of applicant.
- (2) Address (legal and local).
- (3) A brief description of the nature of the business and the goods to be sold.
- (4) If employed, the name and address of the employer.
- (5) If a vehicle is to be used, a description of the same, together with the state license number or other means of identification.
- (6) Such other information as may be required by the clerk.

(b) Refuse Vendor Licenses.

(1) Refuse vendor licenses shall be limited to five per year. Qualified applicants shall be issued licenses on a first come, first served basis. Additional licenses may be issued in the event of a vacancy.

(2) Refuse vendor licenses applications must be submitted in person directly to the city clerk's office. Applications will be accepted commencing 8:30 a.m. on the first Monday of November for the upcoming calendar year. Applications submitted prior to that time will not be accepted.

(3) If more than five applications are submitted, preference will be given to an applicant who holds a refuse vendor license for the current year, provided the applicant has not previously violated this article.

(4) Licenses are valid for one year, from January 1 (or the date of issuance), through December 31st.

(Code 1975, § 4-1-3; Code 1997, § 14-733)

Sec. 10-223. - Investigation.

- (a) The application shall be referred to the city clerk and department of public safety. The city clerk and department of public safety shall conduct an investigation of the applicant's business and moral character to be made as deemed necessary for the protection of the public good. Good moral character shall be construed to mean the propensity on the part of the person to serve the public in the licensed area in a fair, honest, and open manner, to be determined as provided in Public Act No. 381 of 1974 (MCL 338.41 et seq.).
- (b) If as a result of such investigation the applicant's character or business responsibility is found to be unsatisfactory, the city clerk and department of public safety shall ~~endorse on the application such disapproval deny the application and.~~ The clerk shall notify the applicant that the application is disapproved denied and that no license will be issued.
- (c) If as a result of such investigation the character and business responsibility of the applicant are found to be satisfactory, the city clerk and department of public safety shall ~~endorse on approve~~ the application ~~such approval~~ and collect the license fee as approved by city council resolution from time to time. ~~[Moved to 10-299]~~

(Code 1975, § 4-1-4; Code 1997, § 14-734; Ord. No. 725, § 1, 5-18-1998)

Sec. 10-224. - License fees.

- (a) Upon approval of any application for a license under this article, the clerk shall issue the required license.

- (b) The fees for any license issued under the provisions of this article or any renewal thereof, shall be as currently established or as hereafter adopted by resolution of the city council from time to time.
- (c) The license fees shall be payable to the clerk upon approval of the license application.
- (d) For all annual licenses issued after September 1, the fee shall be one-half of the amounts stated in subsection (b) of this section.

~~[_moved to 10-226][moved to 10-222]~~(Code 1975, § 4-1-5; Code 1997, § 14-735; Ord. No. 725, § 1, 5-18-1998; Ord. No. 736, § 1, 5-3-1999; Ord. No. 752, § 1, 6-19-2000; Ord. No. 861, 4-13-2015)

Sec. 10-225. - License plates.

The clerk shall issue to each vendor or peddler licensed under this article a plate which indicates the year the license was issued. If a vehicle is used by the licensee, the plate shall be attached in a conspicuous place upon the vehicle. If no vehicle is used by the licensee, the approved license signed by the clerk must be carried by the licensee or agent, and displayed upon the request of any public safety officer or potential customer.

(Code 1975, § 4-1-6; Code 1997, § 14-736)

Sec. 10-226. – Prohibited Conduct .

- (a) A refuse vendor shall not collect, remove or cart away any paper, glass, plastic or metal cans, tear open trash bags, disassemble appliances, or leave loose trash or debris.
- (b) A refuse vendor shall not collect, remove or cart away any materials between the hour of 10:00 p.m. and 6:00 a.m. the following morning.
- (c) No person shall conduct a solicitation at a residence or other building within the city on which there is displayed a sign in public view reading "no solicitors." This sign shall not exceed three inches by 12 inches in size and shall have letters one inch or greater in size.
- (d) No license issued under this article shall be transferred to or used by a person other than the one to whom it was issued.
- (e) For all licenses issued for a vendor or peddler, such license shall be valid for use from 9:00 a.m. to official sunset time or 9:00 p.m., local time, whichever occurs first.
- (f) Violations of this article are a municipal civil infraction subject to the provisions of Section 2-813.

(Code 1975, § 4-1-7; Code 1997, § 14-737)

Sec. 10-227 – Renewals of Non-Refuse Vendor Licenses.

Licenses are valid for one year, from January 1 (or the date of issuance), through December 31. Licenses issued under this article may be renewed from time to time by a previously licensed applicant in good standing and the filing of an application as provided in section 10-222; and upon approval by the city clerk and director of public safety of the applicant's character and business responsibility under Section 10-223, and upon payment of proper license fees.

[moved to 10-226](Code 1975, § 4-1-8; Code 1997, § 14-738)

Sec. 10-228. - Revocation of license.

- (a) Any license issued under this article may be revoked by the council after notice and hearing for any of the following causes:
 - (1) Fraud, misrepresentation or false statement contained in the application for license.
 - (2) Fraud, misrepresentation or false statement made in the course of carrying on the business as solicitor or as canvasser.
 - (3) Any violation of the provisions of this article.
 - (4) Conviction of any crime or misdemeanor.
 - (5) Conducting the business in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
 - (6) A solicitor or the organization involved in the solicitation is found responsible for three or more civil infractions of this article within two years.
- (b) No refund of any license fee shall be made upon the revocation, cancellation or surrender of a license.

(Code 1975, § 4-1-9; Code 1997, § 14-739)

(Code 1975, § 4-1-10; Code 1997, § 14-740)

~~—[Moved to Prohibited Conduct section]~~

Sec. 10-229. - Ice cream vendor—Equipment.

Any vendor, as defined in this article, who utilizes a motor vehicle to sell or offer for sale ice cream, ice milk, frozen dairy products or ice flavored with syrup, to persons other than at the entrance to the residence of such persons, shall, in addition to meeting the general requirements for vendor's license, have such vehicle equipped with the following:

(1) Signal lamps mounted at the same level and as high and as widely spaced laterally as practicable. These lamps shall be five inches to seven inches in diameter and shall display two alternately flashing amber lights on the front of the vehicle and two alternately flashing red lights on the rear of the vehicle. Both front and rear lights shall be visible at a distance of 500 feet in ordinary sunlight.

(2) A stop signal arm that can be extended horizontally from the left side of the truck duplicating the design, sign size and specifications shown in subsection (4) of this section. This arm shall be red and white in color and contain two alternately flashing lights on each face of the arm, three inches to five inches in diameter and visible at a distance of 300 feet in ordinary sunlight. The color of the two lights facing to the front shall be amber and the color of the two lights facing to the rear shall be red. The bottom of the signal arm shall be 42 inches above the highway.

(3) The vehicle shall contain a convex mirror mounted on the front so that the driver, in his normal seating position, can see the area in front of the truck obscured by the hood.

(4) The stop signal arm required by subsection (2) of this section shall be constructed in such a manner that it substantially complies with the diagram on file with the clerk.

(Code 1975, § 4-1-12; Code 1997, § 14-742)

Sec. 10-230. - Same—Use of special lights and signal arm.

The operator of an ice cream vending truck shall, when stopped upon the streets of this city for the purpose of vending, activate the special flashing lights and extend the stop signal arm during the time such truck is stationary. The special lights and signal arm shall not be utilized while moving.

(Code 1975, § 4-1-13; Code 1997, § 14-743)

Sec. 10-231. - Same—Operation of trucks.

The driver of an ice cream vending truck shall vend only when the truck is lawfully parked or stopped. Such truck shall not vend to persons standing in the street, nor shall such truck be backed up to make or attempt to make a sale.

(Code 1975, § 4-1-14; Code 1997, § 14-744)

Sec. 10-232. - Same—Duties of motorists.

The driver of a motor vehicle meeting or overtaking an ice cream vending truck stopped on the street shall stop before reaching the vending truck when the flashing lights and stop signal arm are in use. After stopping, a driver may proceed past such truck at a reasonable and prudent speed, not exceeding 15 miles per hour, and shall yield the right-of-way to any pedestrian who crosses the roadway on or from the ice cream vending truck.

(Code 1975, § 4-1-15; Code 1997, § 14-745)

Sec. 10-233—10-261. - Reserved.

RECEIVED

MAR 12 2019

AFFIDAVIT OF LEGAL PUBLICATION

GROSSE POINTE WOODS
FINANCE DEPARTMENT

Grosse Pointe News

16980 Kercheval Avenue
Grosse Pointe, Michigan 48230
(313) 882-3500

COUNTY OF WAYNE
STATE OF MICHIGAN, SS.

John Minnis

being duly sworn deposes and says that attached a

City of Grosse Pointe Woods

was duly published in accordance with instruction
the following date:

March 7, 2019

#7 GPW 3/7 PEDDLERS ORD

and knows well the facts stated herein, and that he

John B. Minnis

City of **Grosse Pointe Woods**, Michigan

NOTICE IS HEREBY GIVEN that the City Council will be considering the following proposed ordinance for a second reading at its meeting scheduled for Monday, March 18, 2019, at 7:00 p.m. in the Council Room of the Municipal Building. The proposed ordinance is available for public inspection at the Municipal Building, 20025 Mack Plaza, between 8:30 a.m. and 5:00 p.m., Monday through Friday. The Council meeting is open to the public. All interested persons are invited to attend.

**AN ORDINANCE TO AMEND CHAPTER 10
BUSINESSES, ARTICLE VI PEDDLERS, VENDORS,
SOLICITORS, DIVISION 2 LICENSES, TO
AMEND VARIOUS SECTIONS OF DIVISION 2
TO ALLOW ADMINISTRATIVE APPROVAL AND
RENEWALS, CLARIFY CERTAIN PROHIBITED
CONDUCT AND TO LIMIT THE NUMBER OF
AVAILABLE REFUSE VENDOR LICENSES**

Lisa Kay Hathaway
City Clerk

G.P.N.: 3/7/2019

Subscribed and sworn to before me this 7th day of March A.D., 2019

Barbara Vethacke *March 7 2019*

Notary Public

Barbara Vethacke
Notary Public of Michigan
Macomb County
Expires 04/26/2024
Acting in the County of *Wayne*



MCKENNA

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.CO

10A

March 6, 2019

Invoice No:

21849 - 9

RECEIVED

MAR 11 2019

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

Project 21849

Grosse Pointe Woods Building Services

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Professional Services from February 1, 2019 to February 28, 2019

Monthly Retainer

Conduct Plumbing and Mechanical Inspections as directed by the City.

Total

1,500.00

\$1,500.00

Invoice Total

\$1,500.00

THANK YOU. Please remit to above address and indicate project number on voucher.

Email: cbehrens@gpwmil.us

RECEIVED

MAR 11 2019

101-180-818.000

3/11/2019

[Signature] 3/11/19
[Signature]



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 Schoenherr Road 586.726.1234
Shelby Township, MI 48315 www.aewinc.com

10B

February 21, 2019

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

PO # 18-44862
420-902-977.101 \$74,074.16
420-902-977.103 \$10,432.98
420-902-977.104 \$19,822.66
02-22-2019

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

C. Behrens
F.S.
Frank Schulte 2/22/2019

Dear Mr. Smith:

Enclosed please find the General Contractor's Application and Certification for Payment No.8 for the above referenced project. We recommend issuing payment in the amount requested for \$104,329.80 to Cross Renovation, Inc. 34133 Schoolcraft, Livonia, MI 48150.

If you have questions or need additional information, please contact our office.

Sincerely,

Jason R. Arlow, AIA

cc: Cross Renovation, Inc
Frank Schulte, GPW
Cathy Behrens, GPW
Scott Lockwood, AEW



Customer Name
Customer Address

City of Grosse Pointe Woods
20025 Mack Plaza Dr.
Grosse Pointe, MI 48236

Invoice # 8
Date 02/28/19
Job # BH-676

Job Name: Grosse Pointe Woods Roofs & HVAC

Original Contract Amount	\$2,393,481.00
Previously Billed	\$1,604,619.41
Current Amount Invoiced	\$104,329.80
Balance Remaining Including retainage	\$684,531.79

Amount Due this Invoice

\$104,329.80

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702/Cma

(Instructions on reverse side)



General Contractor

PAGE ONE OF 2 PAGES

CONTRACTOR		PROJECT	APPLICATION NUMBER	Distribution to:
Cross Renovation, Inc.		Grosse Pointe Woods Roofs & HVAC	8	<input checked="" type="checkbox"/> OWNER
34133 Schoolcraft		20825 Mack Plaza Dr	PERIOD TO: 02/28/19	<input checked="" type="checkbox"/> CONSTRUCTION
Livonia, MI 48150		Grosse Pointe, MI 48236	PROJECT NO: 84-876	<input checked="" type="checkbox"/> ARCHITECT
			CONTRACT DATE: 06/26/18	<input type="checkbox"/> CONTRACTOR
		VIA General contractor	Cross Renovation, Inc.	
		VIA ARCHITECT		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1	ORIGINAL CONTRACT SUM	\$2,393,481.00
2	Net Change By Change Orders.....	\$0.00
3	CONTRACT SUM TO DATE (Line 1 + 2)	\$2,393,481.00
4	TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$1,898,632.46
5	RETAINAGE: a. 10% of Completed Work	\$ 189,863.25
6	TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$1,708,769.21
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$1,604,619.41
8	CURRENT PAYMENT DUE	\$104,329.80
9	BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 684,531.79

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cross Renovation, Inc.

BY: [Signature] DATE 2/21/19

State of: MICH County of: Washtenaw
 Subscribed and sworn before me this 21 day of Feb 20 19
 Notary Public: [Signature]
 My Commission Expires: [Signature]

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 104,329.80
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

ARCHITECT:
 By: [Signature] Date: 2/21/19
 This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

RENEE HERDON
 Notary Public, State of Michigan
 County of Washtenaw
 My Commission Expires 03-07-2024
 Acting in the County of Washtenaw

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE - 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on Contracts where variable retainage for line items may apply.

HVAC



APPLICATION NO.
APPLICATION DATE: 02/28/19
PERIOD TO: 02/28/19
ARCHITECT'S PROJECT: B11-676

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D CHANGE ORDERS TO DATE	E WORK COMPLETED		G MATERIALS PRESENTLY STORED	H TOTAL COMPLETED AND STORED TO DATE	I % (C/C)	J BALANCE TO FINISH (C-G)	K RETAINAGE
				FROM PREVIOUS APPLICATION	THIS PERIOD					
1	General Requirements	\$65,161.86		\$62,548.56	\$0.00		\$62,548.56	96%	\$2,613.30	\$6,254.86
	Allowance	\$140,000.00	\$0.00	\$59,691.84	(\$4,078.00)		\$55,613.84	40%	\$84,386.16	\$5,561.38
2	Existing Conditions	\$35,011.76		\$35,011.76	\$0.00		\$35,011.76	100%	\$0.00	\$3,501.18
3	Concrete	\$0.00					\$0.00	0%	\$0.00	\$0.00
4	Masonry	\$10,000.00		\$0.00	\$0.00		\$0.00	0%	\$10,000.00	\$0.00
5	Metals	\$0.00					\$0.00	0%	\$0.00	\$0.00
6	Wood, Plastics, And Composites	\$79,087.08		\$55,317.42	\$8,000.00		\$63,317.42	80%	\$15,769.66	\$6,331.74
7	Thermal And Moisture Protection	\$1,127,944.99		\$795,000.00	\$56,500.00	\$0.00	\$851,500.00	75%	\$276,444.99	\$85,150.00
8	Openings	\$0.00					\$0.00	0%	\$0.00	\$0.00
9	Finishes	\$5,042.01		\$0.00	\$0.00		\$0.00	0%	\$5,042.01	\$0.00
10	Specialties	\$0.00					\$0.00	0%	\$0.00	\$0.00
11	Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
12	Furnishings	\$0.00					\$0.00	0%	\$0.00	\$0.00
13	Special Construction	\$0.00					\$0.00	0%	\$0.00	\$0.00
14	Conveying Equipment	\$0.00					\$0.00	0%	\$0.00	\$0.00
21	Fire Suppression	\$0.00					\$0.00	0%	\$0.00	\$0.00
22	Plumbing	\$0.00					\$0.00	0%	\$0.00	\$0.00
23	Heating Ventilating And Air Conditioning	\$766,666.66		\$680,983.33	\$51,000.00		\$731,983.33	95%	\$34,683.33	\$73,198.33
26	Electrical	\$88,295.46		\$74,879.55	\$4,500.00		\$79,379.55	90%	\$8,915.91	\$7,937.96
28	Electronic Safety And Security	\$0.00					\$0.00	0%	\$0.00	\$0.00
31	Earthwork	\$0.00					\$0.00	0%	\$0.00	\$0.00
32	Exterior Improvements	\$0.00					\$0.00	0%	\$0.00	\$0.00
33	Utilities	\$22,141.18		\$15,000.00	\$0.00		\$15,000.00	68%	\$7,141.18	\$1,500.00
	Alternate 1 (Temp Heating Allowance)	\$54,130.00	\$0.00	\$4,478.00	\$0.00	\$0.00	\$4,478.00	8%	\$49,652.00	\$447.80
		\$2,393,481.00	\$0.00	\$1,782,910.46	\$115,922.00	\$0.00	\$1,898,832.46	79%	\$494,648.54	\$189,883.25



PARTIAL CONDITIONAL WAIVER

We have a contract/ PO with City Of Grosse Pointe Woods
to provide the renovation of building according to plans and scope of work for
Grosse Pointe Woods Roofs & HVAC and by signing this waiver, waive our construction lien to the
amount of \$ 104,329.80 for labor and materials provided through 2/28/2019. This waiver, together
with all previous waivers, if any, does cover all amounts due us for contract improvement provided
through the date shown above. This waiver is conditional on actual payment of the amount shown above.
If improvement is provided to property that is a residential structure and if the owner or lessee of the
property of the owner's of lessee's designee has received a notice of furnishing from one of us, or if we
are not required to provide one, and the owner, lessee, or designee has not received this waiver
directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us
either in writing, by telephone or personally, to verify that this is authentic.

Cross Renovation, Inc.

By: 
Mike Butcher

Address: 34133 Schoolcraft
Livonia, MI. 48150

Telephone: 734-286-2244
Fax: 734-943-6212

Signed on: 2/21/19

RECEIVED

FEB 25 2019

10C



ANDERSON, ECKSTEIN & WEIGMAN, INC.
CIVIL ENGINEERS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

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

January 15, 2019
Project No: 0160-0395-0
Invoice No: 0120503

Project 0160-0395-0 CAPITAL IMPROVEMENTS, ROOFS
FOR: CITY HALL FIELD MEASUREMENTS; PLAN AND SPEC BOOK PREPARATION

Professional Services from December 10, 2018 to January 6, 2019

Phase 02 CONTRACT ADMINISTRATION

Fee

Total Fee	12,000.00		
Percent Complete	80.00	Total Earned	9,600.00
		Previous Fee Billing	8,400.00
		Current Fee Billing	1,200.00
		Total Fee	1,200.00
		Total this Phase	\$1,200.00
		Total this Invoice	\$1,200.00

Outstanding Invoices

Number	Date	Balance
0116798	2/13/2018	14,400.00
0119875	11/27/2018	1,200.00
0120218	12/17/2018	1,200.00
Total		16,800.00

BILLING BACKUP REPORT

PO 18-44485

420-451-974. 201

2/1/2019

[Signature]

[Signature] 2/1/19

Project Detail - JTD

Monday, January 14, 2019

2:29:25 PM

Anderson, Eckstein & Westrick, Inc.

Transactions for 6/1/2010 through 1/6/2019

	Total Hours
Project Number: 0160-0395-0 CAPITAL IMPROVEMENTS, ROOFS	
Phase Number: 01 CONTRACT DOCUMENTS	
Total for	
Labor and Overhead	
24 SECRETARIAL	
000 UNASSIGNED	
X 391 BICKHAM, BRENDA 10/26/2017	1.00
2 Agreements	
X 391 BICKHAM, BRENDA 6/19/2018	1.00
Documents	
Total for 391	2.00
Total for UNASSIGNED	2.00
Total for SECRETARIAL	2.00
35 CONST.DESIGN	
000 UNASSIGNED	
X 293 LOCKWOOD, SCOTT 5/29/2018	.50
Discuss bid award	
X 293 LOCKWOOD, SCOTT 6/5/2018	1.00
Discuss award with JA, FS and Bond Counsel	
X 293 LOCKWOOD, SCOTT 6/6/2018	1.00
Review contingent award with City	
X 293 LOCKWOOD, SCOTT 6/18/2018	1.00
COW and Council to discuss award	
Total for 293	3.50
Total for UNASSIGNED	3.50
Total for CONST.DESIGN	3.50
41 MEETINGS	
000 UNASSIGNED	
X 293 LOCKWOOD, SCOTT 9/18/2017	2.00
COW meeting	
X 293 LOCKWOOD, SCOTT 11/6/2017	1.00
X 293 LOCKWOOD, SCOTT 11/29/2017	1.50
X 293 LOCKWOOD, SCOTT 12/6/2017	1.00
X 293 LOCKWOOD, SCOTT 12/18/2017	1.00
Discuss HVAC study cost with JA and City	
X 293 LOCKWOOD, SCOTT 12/21/2017	.50
X 293 LOCKWOOD, SCOTT 1/2/2018	.50
Review and discussion of HVAC proposal with JRA	
X 293 LOCKWOOD, SCOTT 1/3/2018	1.00
Review of HVAC Proposal and discussion with City	
X 293 LOCKWOOD, SCOTT 1/10/2018	.50
Review project timing	
X 293 LOCKWOOD, SCOTT 1/22/2018	2.00
Discussion with City regarding scheduling and HVAC Study	
X 293 LOCKWOOD, SCOTT 1/23/2018	1.00
Review DiClemente Siegal proposal and schedule	
X 293 LOCKWOOD, SCOTT 1/25/2018	1.50
Review of scheduling and project progress	
X 293 LOCKWOOD, SCOTT 1/26/2018	.50
Review revised bid and construction scheduling	
X 293 LOCKWOOD, SCOTT 2/7/2018	1.50
Plan review and scheduling	
X 293 LOCKWOOD, SCOTT 2/8/2018	1.00
Review plan and discussion about proposed treatment	

			Total Hours
X	293 LOCKWOOD, SCOTT	2/9/2018	1.00
	project progress and review of timeline with JRA		
X	293 LOCKWOOD, SCOTT	2/13/2018	2.00
	Review timing, plans and mechanical with JA		
X	293 LOCKWOOD, SCOTT	2/14/2018	1.50
X	293 LOCKWOOD, SCOTT	2/21/2018	1.00
	Review project timing		
X	293 LOCKWOOD, SCOTT	2/26/2018	1.50
	HVAC study		
X	293 LOCKWOOD, SCOTT	2/28/2018	1.00
	Review with City and DiClemente Segal		
X	293 LOCKWOOD, SCOTT	3/2/2018	1.00
	Review total project revisions/cost with JA		
X	293 LOCKWOOD, SCOTT	3/12/2018	1.50
	Review memo regarding current project costs and scope		
X	293 LOCKWOOD, SCOTT	3/15/2018	1.50
	Cost estimates		
X	293 LOCKWOOD, SCOTT	3/16/2018	2.00
	Project cost breakdown		
X	293 LOCKWOOD, SCOTT	3/19/2018	1.00
	Discussion regarding alternates for HVAC		
X	293 LOCKWOOD, SCOTT	3/23/2018	1.50
	review with JRA		
	Total for 293		33.00
	Total for UNASSIGNED		33.00
	Total for MEETINGS		33.00
	51 PROG/FEAS		
	000 UNASSIGNED		
X	402 ARLOW, JASON	8/7/2017	.50
	Set up project		
	Total for 402		.50
	Total for UNASSIGNED		.50
	Total for PROG/FEAS		.50
	52 DESIGN DEV		
	000 UNASSIGNED		
X	402 ARLOW, JASON	11/29/2017	3.50
	Meeting, review boiler, chiller, minutes		
X	402 ARLOW, JASON	11/30/2017	1.00
	Mark up plans		
X	402 ARLOW, JASON	12/4/2017	3.00
	Review roof reports, details		
X	402 ARLOW, JASON	12/14/2017	.50
	New work scope		
X	402 ARLOW, JASON	12/15/2017	.50
	New work scope		
	Total for 402		8.50
X	681 BERGE, MATTHEW	10/30/2017	1.00
	Research existing		
X	681 BERGE, MATTHEW	11/6/2017	1.00
	Roof plans for GPW improvements		
X	681 BERGE, MATTHEW	11/8/2017	1.00
	Compile existing plans for City Hall and Bath House for MEP consultant.		
X	681 BERGE, MATTHEW	11/9/2017	4.00
	Compile existing plans for Activities Building for MEP consultant.		
X	681 BERGE, MATTHEW	11/10/2017	1.00
	Compile existing plans		
	Total for 681		8.00
	Total for UNASSIGNED		16.50

		Total Hours
Total for DESIGN DEV		16.50
53 CONST DOCUM		
000 UNASSIGNED		
X 402 ARLOW, JASON 10/25/2017	Consultant agreements	1.50
X 402 ARLOW, JASON 10/26/2017	Consultant agreements	.50
X 402 ARLOW, JASON 11/2/2017	consultant agreements	.50
X 402 ARLOW, JASON 12/28/2017	Plan review, mark up	1.00
X 402 ARLOW, JASON 1/2/2018	Details	.50
X 402 ARLOW, JASON 1/4/2018	Details	.50
X 402 ARLOW, JASON 1/11/2018	Ad for activities bldg	1.00
X 402 ARLOW, JASON 1/12/2018	Ad, bond req'mt for activities bldg	.50
X 402 ARLOW, JASON 1/22/2018	GPW cow	2.50
X 402 ARLOW, JASON 1/23/2018	Schedule	.50
X 402 ARLOW, JASON 1/25/2018	Review	1.00
X 402 ARLOW, JASON 2/5/2018	Plan review	.50
X 402 ARLOW, JASON 2/6/2018	Review ad	1.00
X 402 ARLOW, JASON 2/7/2018	Review plans	.50
X 402 ARLOW, JASON 2/8/2018	review with gene	.50
X 402 ARLOW, JASON 2/12/2018	Review plans	.50
X 402 ARLOW, JASON 2/14/2018	Review plans	.50
X 402 ARLOW, JASON 2/15/2018	Review plans	2.50
X 402 ARLOW, JASON 3/2/2018	review, fee, eng	1.00
X 402 ARLOW, JASON 3/8/2018	Meeting with Schena Roofing	1.00
X 402 ARLOW, JASON 3/12/2018	Udate project costs	.50
X 402 ARLOW, JASON 3/22/2018	Meeting at city	2.00
X 402 ARLOW, JASON 3/28/2018	plan mark up	1.00
X 402 ARLOW, JASON 3/29/2018	review	3.00
X 402 ARLOW, JASON 6/4/2018	Council meeting	1.00
X 402 ARLOW, JASON 6/6/2018	Invoices	.50
Total for 402		26.00
M 452 PASAMBA, ARMANDO 11/15/2017	BATH HOUSE	1.00

			Total Hours
M	452 PASAMBA, ARMANDO	11/16/2017	4.00
	BATH HOUSE		
M	452 PASAMBA, ARMANDO	11/17/2017	4.00
	HATCH HOUSE / ACTIVITY BLDG		
X	452 PASAMBA, ARMANDO	11/7/2017	1.00
X	452 PASAMBA, ARMANDO	11/8/2017	5.00
X	452 PASAMBA, ARMANDO	11/10/2017	3.00
X	452 PASAMBA, ARMANDO	12/1/2017	4.00
	City hall Field Measurement		
X	452 PASAMBA, ARMANDO	2/6/2018	4.50
	CONSTRUCTION DOCUMENT		
Total for 452			26.50
M	596 CHIRCO, BRANDY	11/20/2017	2.50
	roof and floor plans		
M	596 CHIRCO, BRANDY	11/21/2017	.50
	roof and floor plans		
M	596 CHIRCO, BRANDY	11/27/2017	4.00
	roof plans		
M	596 CHIRCO, BRANDY	11/28/2017	.30
	roof plans		
M	596 CHIRCO, BRANDY	11/29/2017	6.20
	city hall floor plan		
M	596 CHIRCO, BRANDY	11/30/2017	4.10
	city hall floor plan		
M	596 CHIRCO, BRANDY	12/1/2017	4.00
	field measurements of City Hall		
M	596 CHIRCO, BRANDY	12/1/2017	.50
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/4/2017	5.40
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/5/2017	4.00
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/6/2017	.20
	updating city hall floor plan		
X	596 CHIRCO, BRANDY	12/11/2017	5.30
	roof plans		
X	596 CHIRCO, BRANDY	12/15/2017	5.60
	roof details		
X	596 CHIRCO, BRANDY	12/18/2017	5.00
	roof plans		
X	596 CHIRCO, BRANDY	12/19/2017	1.70
	roof plans		
X	596 CHIRCO, BRANDY	12/22/2017	1.50
	roof details		
X	596 CHIRCO, BRANDY	1/2/2018	.50
	updates to plans		
X	596 CHIRCO, BRANDY	1/3/2018	1.00
	updates to plans		
X	596 CHIRCO, BRANDY	1/16/2018	5.50
	roof plans		
X	596 CHIRCO, BRANDY	1/17/2018	7.50
	roof plans and details		
X	596 CHIRCO, BRANDY	1/18/2018	.60
	details		
X	596 CHIRCO, BRANDY	1/19/2018	1.80
	roof sections		
X	596 CHIRCO, BRANDY	1/22/2018	6.90
	sections and details		

			Total Hours
X	596 CHIRCO, BRANDY	1/23/2018	4.70
	sections and details		
X	596 CHIRCO, BRANDY	1/24/2018	.20
	sections and details		
X	596 CHIRCO, BRANDY	1/25/2018	4.00
	sections and details		
X	596 CHIRCO, BRANDY	1/26/2018	6.20
	sections and details		
X	596 CHIRCO, BRANDY	1/29/2018	8.00
	sections and details		
X	596 CHIRCO, BRANDY	1/30/2018	7.50
	sections and details		
X	596 CHIRCO, BRANDY	1/31/2018	8.00
	sections and details		
X	596 CHIRCO, BRANDY	2/1/2018	7.00
	sections and details		
X	596 CHIRCO, BRANDY	2/2/2018	6.90
	sections and details		
X	596 CHIRCO, BRANDY	2/6/2018	1.00
	roof sections and details		
X	596 CHIRCO, BRANDY	2/7/2018	5.80
	roof sections and details		
X	596 CHIRCO, BRANDY	2/15/2018	3.70
	roof plans		
X	596 CHIRCO, BRANDY	2/16/2018	5.80
	bis issue plans		
X	596 CHIRCO, BRANDY	2/22/2018	5.20
	roof details		
X	596 CHIRCO, BRANDY	2/23/2018	5.70
	roof details		
X	596 CHIRCO, BRANDY	2/26/2018	3.60
	mark ups		
X	596 CHIRCO, BRANDY	3/5/2018	.20
	dormer louvers		
X	596 CHIRCO, BRANDY	3/8/2018	1.40
	estimate and roofing types		
X	596 CHIRCO, BRANDY	3/9/2018	.50
	estimate		
X	596 CHIRCO, BRANDY	3/12/2018	.80
	estimate		
X	596 CHIRCO, BRANDY	3/13/2018	.70
	shingle research		
X	596 CHIRCO, BRANDY	3/14/2018	.50
	shingle suppliers		
X	596 CHIRCO, BRANDY	3/20/2018	.80
	sections		
X	596 CHIRCO, BRANDY	3/21/2018	3.30
	roofing model		
X	596 CHIRCO, BRANDY	3/22/2018	1.00
	roofing model		
X	596 CHIRCO, BRANDY	3/23/2018	.70
	roofing model		
X	596 CHIRCO, BRANDY	3/28/2018	2.00
	roof alternates		
X	596 CHIRCO, BRANDY	3/29/2018	8.00
	specifications, sections, details		
Total for 596			177.80

			Total Hours
X	681 BERGE, MATTHEW	1/18/2018	4.00
	Specifications		
X	681 BERGE, MATTHEW	1/24/2018	2.00
	Roof venting calculations		
X	681 BERGE, MATTHEW	1/25/2018	7.50
	Roof venting calcs for police garage, venting details for city hall.		
X	681 BERGE, MATTHEW	1/26/2018	5.50
	Project specifications		
X	681 BERGE, MATTHEW	1/29/2018	2.00
	Project specifications		
X	681 BERGE, MATTHEW	1/30/2018	2.00
	Research roof venting		
X	681 BERGE, MATTHEW	1/31/2018	1.00
	Review product information and calculations from roof vent mfr.		
X	681 BERGE, MATTHEW	2/1/2018	3.00
	Specs for roofing project		
X	681 BERGE, MATTHEW	2/2/2018	1.00
	Product specs		
X	681 BERGE, MATTHEW	2/5/2018	4.00
	Print and review documents		
X	681 BERGE, MATTHEW	2/6/2018	4.00
	Revise details		
X	681 BERGE, MATTHEW	2/7/2018	4.00
	Roof details		
X	681 BERGE, MATTHEW	3/29/2018	2.00
	Review specifications		
X	681 BERGE, MATTHEW	3/30/2018	1.00
	Specs		
	Total for 681		43.00
	Total for UNASSIGNED		273.30
	Total for CONST DOCUM		273.30
	55 CONST ADMIN		
	000 UNASSIGNED		
M	596 CHIRCO, BRANDY	11/17/2017	1.00
	spec book		
M	596 CHIRCO, BRANDY	11/22/2017	.50
	spec book		
	Total for 596		1.50
	Total for UNASSIGNED		1.50
	Total for CONST ADMIN		1.50
	56 ME/ELEC DESG		
	000 UNASSIGNED		
X	552 EDWARDS, WILLIAM	2/8/2018	2.70
*X	552 EDWARDS, WILLIAM	2/21/2018	.60
X	552 EDWARDS, WILLIAM	2/22/2018	.50
	Total for 552		3.80
	Total for UNASSIGNED		3.80
	Total for ME/ELEC DESG		3.80
	58 STRUCTURAL		
	000 UNASSIGNED		
X	544 ZAUER, KEVIN	3/22/2018	1.00
	Mechanical unit loading/locations		
X	544 ZAUER, KEVIN	3/29/2018	6.00
	Roof framing analysis, review of existing plans		
	Total for 544		7.00
	Total for UNASSIGNED		7.00
	Total for STRUCTURAL		7.00
	Total for Labor and Overhead		341.10

	Total Hours
Expenses	
Reimbursable Expenses	
520.00 REIMB. MISC. EXPENSE	
X AP 0089296 11/20/2018 / DICLEMENTE SIEGEL DESIGN INC.	
Total for 520.00	
521.00 NON-REIMB. MISC. EXP.	
F AP 0087068 12/18/2017 / ROOFING TECHNOLOGY ASSOCIATES	
F AP 0087541 2/28/2018 / DI CLEMENTE SIEGEL DESIGN INC.	
F AP 0089537 1/2/2019 / DICLEMENTE SIEGEL DESIGN INC.	
Total for 521.00	
Total for Reimbursable Expenses	
Total for Expenses	
Total for 01	341.10
Phase Number: 02 CONTRACT ADMINISTRATION	
Total for	
Labor and Overhead	
23 RESEARCH/REVIEW	
000 UNASSIGNED	
* X 293 LOCKWOOD, SCOTT 3/2/2017 Photos of existing roofs	1.00
* X 293 LOCKWOOD, SCOTT 3/27/2017 Review bid docs	1.00
Total for 293	2.00
Total for UNASSIGNED	2.00
Total for RESEARCH/REVIEW	2.00
24 SECRETARIAL	
000 UNASSIGNED	
* X 391 BICKHAM, BRENDA 2/28/2017 2 AIA's	.50
* X 391 BICKHAM, BRENDA 3/1/2017 Spec	.50
* X 391 BICKHAM, BRENDA 7/11/2018 Meeting Minutes	.50
* X 391 BICKHAM, BRENDA 12/17/2018 AIA Document	.50
Total for 391	2.00
* X 520 DUBAY, GAIL 3/20/2017 Placed Ads with Planhouses - JRA	.30
Total for 520	.30
Total for UNASSIGNED	2.30
Total for SECRETARIAL	2.30
25 PRINTS	
000 UNASSIGNED	
X 360 LEIDEKER, RONDA 7/24/2018 Books	.30
X 360 LEIDEKER, RONDA 7/25/2018 Prints	.20
X 360 LEIDEKER, RONDA 7/30/2018 Prints	.40
Total for 360	.90
Total for UNASSIGNED	.90
Total for PRINTS	.90

	Total Hours
37 SPECIFICATIONS	
000 UNASSIGNED	
* X 452 PASAMBA, ARMANDO 3/1/2017 spec's and cad work	2.00
* X 452 PASAMBA, ARMANDO 3/2/2017	.50
* X 452 PASAMBA, ARMANDO 3/22/2017	1.50
* X 452 PASAMBA, ARMANDO 3/24/2017	1.00
Total for 452	5.00
Total for UNASSIGNED	5.00
Total for SPECIFICATIONS	5.00
38 CONTRACT ADMIN	
000 UNASSIGNED	
* X 293 LOCKWOOD, SCOTT 6/28/2018 Conference call to discuss billing	2.00
* X 293 LOCKWOOD, SCOTT 7/25/2018 precon meeting	.50
* X 293 LOCKWOOD, SCOTT 8/22/2018 Pay process review	1.00
* X 293 LOCKWOOD, SCOTT 9/26/2018	1.00
* X 293 LOCKWOOD, SCOTT 9/28/2018 Lightning rod research and resolve	1.00
Total for 293	5.50
Total for UNASSIGNED	5.50
Total for CONTRACT ADMIN	5.50
41 MEETINGS	
000 UNASSIGNED	
X 570 SOMMERS, MICHAEL 9/12/2018 Progress Meeting	1.00
Total for 570	1.00
Total for UNASSIGNED	1.00
Total for MEETINGS	1.00
53 CONST DOCUM	
000 UNASSIGNED	
* X 402 ARLOW, JASON 1/19/2017 Set up job	.50
* X 402 ARLOW, JASON 1/20/2017 spec	.50
* X 402 ARLOW, JASON 2/28/2017 Front end specs	3.00
* X 402 ARLOW, JASON 3/1/2017 Specs	2.00
* X 402 ARLOW, JASON 3/11/2017 Photos, plans	.50
* X 402 ARLOW, JASON 3/14/2017 Roof plan and spec, smoke damage to maintenance bldg	2.50
* X 402 ARLOW, JASON 3/17/2017 Ad, roof plan	1.50
* X 402 ARLOW, JASON 3/20/2017 Ad	1.00
* X 402 ARLOW, JASON 3/21/2017 Specs	1.00
* X 402 ARLOW, JASON 3/22/2017 Site visit, specs	2.00
* X 402 ARLOW, JASON 3/24/2017 Specs	.50
* X 402 ARLOW, JASON 3/27/2017 Specs, bid issue	1.00
Total for 402	16.00

	Total Hours
Total for UNASSIGNED	16.00
Total for CONST DOCUM	16.00
54 BIDDING	
000 UNASSIGNED	
* X 402 ARLOW, JASON 4/11/2017 Pre bid, call bidders	1.50
* X 402 ARLOW, JASON 4/18/2017 Bid opening	1.50
Total for 402	3.00
Total for UNASSIGNED	3.00
Total for BIDDING	3.00
55 CONST ADMIN	
000 UNASSIGNED	
X 402 ARLOW, JASON 6/18/2018 COW and Council meetings	2.50
X 402 ARLOW, JASON 6/19/2018 Award letter	.50
X 402 ARLOW, JASON 6/20/2018 Award letter, review contract	1.00
X 402 ARLOW, JASON 7/6/2018 review shops	.50
X 402 ARLOW, JASON 7/11/2018 Coordination meeting, minutes, shops	3.50
X 402 ARLOW, JASON 7/24/2018 shops	1.00
X 402 ARLOW, JASON 7/25/2018 Pre con	2.50
X 402 ARLOW, JASON 7/26/2018 Minutes	1.00
X 402 ARLOW, JASON 7/30/2018 Police garage pre con	1.00
X 402 ARLOW, JASON 7/31/2018 Shop dwg	.50
X 402 ARLOW, JASON 8/1/2018 shops	1.00
X 402 ARLOW, JASON 8/3/2018 color selection	.50
X 402 ARLOW, JASON 8/8/2018 shops, schedule	.50
X 402 ARLOW, JASON 8/13/2018 Pay ap 1	1.00
X 402 ARLOW, JASON 8/14/2018 Submittals, RFI	.50
X 402 ARLOW, JASON 8/15/2018 Submittal	.50
X 402 ARLOW, JASON 8/21/2018 Pay ap	.50
X 402 ARLOW, JASON 8/22/2018 Pay ap	.50
X 402 ARLOW, JASON 8/27/2018 Progress meeting	2.00
X 402 ARLOW, JASON 8/29/2018 Pay ap 2, meeting mins	1.50
X 402 ARLOW, JASON 9/5/2018 Debris follow up, schedule follow up	.50
X 402 ARLOW, JASON 9/6/2018 Site visit and follow up	1.00

			Total Hours
X	402 ARLOW, JASON	9/12/2018	2.00
	Progress meeting		
X	402 ARLOW, JASON	9/13/2018	1.00
	RFI's		
X	402 ARLOW, JASON	9/17/2018	1.50
	DPW punch list		
X	402 ARLOW, JASON	9/18/2018	.50
	RFI		
X	402 ARLOW, JASON	9/19/2018	.50
	Site meeting		
X	402 ARLOW, JASON	9/20/2018	.50
	RFI		
X	402 ARLOW, JASON	9/21/2018	.50
	RFI		
X	402 ARLOW, JASON	9/24/2018	1.00
	Pay app3		
X	402 ARLOW, JASON	9/26/2018	1.00
	progress meeting		
X	402 ARLOW, JASON	9/28/2018	1.00
	minutes		
X	402 ARLOW, JASON	10/9/2018	1.00
	RFI		
X	402 ARLOW, JASON	10/24/2018	2.50
	Progress meeting		
X	402 ARLOW, JASON	10/26/2018	1.00
	Pay app, minutes		
X	402 ARLOW, JASON	10/30/2018	1.00
	Update memo to bruce, vent color		
X	402 ARLOW, JASON	11/7/2018	1.00
	progress meeting		
X	402 ARLOW, JASON	11/10/2018	.50
	minutes		
X	402 ARLOW, JASON	11/12/2018	1.50
	Job meeting		
X	402 ARLOW, JASON	11/14/2018	.50
	Job meeting		
X	402 ARLOW, JASON	11/20/2018	1.00
	pay application		
X	402 ARLOW, JASON	11/28/2018	1.50
	progress meeting		
X	402 ARLOW, JASON	11/29/2018	1.00
	Summary and minutes		
X	402 ARLOW, JASON	12/5/2018	.50
	Progress memo to Frank		
X	402 ARLOW, JASON	12/6/2018	.50
	ERV		
X	402 ARLOW, JASON	12/10/2018	.50
	ERV relocation		
X	402 ARLOW, JASON	12/12/2018	.50
	ERV relocation		
X	402 ARLOW, JASON	12/13/2018	.50
	ERV Sketch		
X	402 ARLOW, JASON	12/19/2018	1.50
	Meeting, minutes		
X	402 ARLOW, JASON	12/21/2018	.50
	meeting		
X	402 ARLOW, JASON	1/2/2019	.50
	Pay app 6		

			Total Hours
X	402 ARLOW, JASON	1/3/2019	.50
	Pay app 6		
X	402 ARLOW, JASON	1/4/2019	1.00
	Site meeting		
Total for 402			52.50
X	544 ZAUDEL, KEVIN	9/13/2018	.50
	Roof modifications for unit placement		
Total for 544			.50
X	596 CHIRCO, BRANDY	6/19/2018	2.90
	contract book, award letter		
X	596 CHIRCO, BRANDY	6/20/2018	.20
	contract book		
X	596 CHIRCO, BRANDY	7/2/2018	2.30
	submittals, contract book		
X	596 CHIRCO, BRANDY	7/6/2018	.80
	submittals		
X	596 CHIRCO, BRANDY	7/24/2018	.70
	contract book, submittals		
X	596 CHIRCO, BRANDY	7/25/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	7/27/2018	.30
	submittal		
X	596 CHIRCO, BRANDY	7/30/2018	.90
	construction issue plans		
X	596 CHIRCO, BRANDY	7/31/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/2/2018	.90
	submittals		
X	596 CHIRCO, BRANDY	8/3/2018	1.00
	submittals		
X	596 CHIRCO, BRANDY	8/8/2018	.30
	submittals		
X	596 CHIRCO, BRANDY	8/14/2018	.70
	submittals		
X	596 CHIRCO, BRANDY	8/16/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/17/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/22/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/30/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	1/4/2019	.50
	meeting mins		
Total for 596			13.90
X	681 BERGE, MATTHEW	10/11/2018	.50
	Forward plans to subcontractor		
X	681 BERGE, MATTHEW	10/30/2018	.50
	Review vent types for roof project.		
Total for 681			1.00
Total for UNASSIGNED			67.90
Total for CONST ADMIN			67.90
56 ME/ELEC DESG			
000 UNASSIGNED			
* X	552 EDWARDS, WILLIAM	10/2/2018	.30
	Lighting Rods		
* X	552 EDWARDS, WILLIAM	10/25/2018	.20
Total for 552			.50

	Total Hours
Total for UNASSIGNED	.50
Total for ME/ELEC DESG	.50
58 STRUCTURAL	
000 UNASSIGNED	
X 544 ZAUER, KEVIN 12/13/2018	1.00
ERV support coordination	
X 544 ZAUER, KEVIN 12/14/2018	.50
ERV purlin check	
Total for 544	1.50
Total for UNASSIGNED	1.50
Total for STRUCTURAL	1.50
74 GIS UPDATES	
000 UNASSIGNED	
X 654 DOURJALIAN, ANDREW	.10
11/28/2018	
GIS Reference Map Addition	
Total for 654	.10
Total for UNASSIGNED	.10
Total for GIS UPDATES	.10
Total for Labor and Overhead	105.70
Expenses	
Reimbursable Expenses	
521.00 NON-REIMB. MISC. EXP.	
F AP 0086951 12/5/2017 / ROOFING	
TECHNOLOGY ASSOCIATES	
F AP 0087441 2/13/2018 / DI CLEMENTE	
SIEGEL DESIGN INC.	
Total for 521.00	
Total for Reimbursable Expenses	
Total for Expenses	
Total for 02	105.70
Phase Number: 03 BATH HOUSE BOILER - ADDITIONAL SERVICES	
Total for	
Labor and Overhead	
53 CONST DOCUM	
000 UNASSIGNED	
X 402 ARLOW, JASON 1/22/2018	1.00
Plan review	
X 402 ARLOW, JASON 1/30/2018	.50
Review	
X 402 ARLOW, JASON 2/2/2018	.50
Vent review	
Total for 402	2.00
Total for UNASSIGNED	2.00
Total for CONST DOCUM	2.00
Total for Labor and Overhead	2.00
Expenses	
Reimbursable Expenses	
521.00 NON-REIMB. MISC. EXP.	
X AP 0087715 3/27/2018 / DICLEMENTE	
SIEGEL DESIGN INC. / Invoice #57421	
Total for 521.00	
Total for Reimbursable Expenses	
Total for Expenses	
Total for 03	2.00
Phase Number: 04 CITY HALL HVAC STUDY	
Total for	

	Total Hours
Labor and Overhead	
50 ARCHITECT	
000 UNASSIGNED	
X 402 ARLOW, JASON 2/27/2018	2.00
review report, talk to Bruce, Frank and DSD	
X 402 ARLOW, JASON 2/28/2018	3.00
Study review	
X 402 ARLOW, JASON 3/2/2018	2.00
mark ups on report	
X 402 ARLOW, JASON 3/3/2018	1.00
Fee adjustment	
X 402 ARLOW, JASON 3/8/2018	.50
Final report	
X 402 ARLOW, JASON 3/15/2018	.50
project summary	
Total for 402	9.00
Total for UNASSIGNED	9.00
Total for ARCHITECT	9.00
58 STRUCTURAL	
000 UNASSIGNED	
X 544 ZAUER, KEVIN 2/28/2018	.50
Unit loading request	
Total for 544	.50
Total for UNASSIGNED	.50
Total for STRUCTURAL	.50
Total for Labor and Overhead	9.50
Expenses	
Reimbursable Expenses	
521.00 NON-REIMB. MISC. EXP.	
F AP 0087884 4/24/2018 / DICLEMENTE	
SIEGEL DESIGN INC.	
F AP 0088090 5/22/2018 / DICLEMENTE	
SIEGEL DESIGN INC.	
F AP 0089102 10/23/2018 / DICLEMENTE	
SIEGEL DESIGN INC.	
Total for 521.00	
Total for Reimbursable Expenses	
Total for Expenses	
Total for 04	9.50
Phase Number: 05 ADDITIONAL CITY HALL HVAC PER STUDY	
Total for	
Labor and Overhead	
24 SECRETARIAL	
000 UNASSIGNED	
* X 391 BICKHAM, BRENDA 5/9/2018	.50
Meeting Minutes	
Total for 391	.50
Total for UNASSIGNED	.50
Total for SECRETARIAL	.50
25 PRINTS	
000 UNASSIGNED	
* X 523 KAUFERLE, KATHLEEN 4/4/2018	1.00
Plans	
Total for 523	1.00
* X 665 ANKAWI, MICHELLE 4/4/2018	1.50
Print and Copy 8 Spec Books	
Total for 665	1.50
Total for UNASSIGNED	2.50
Total for PRINTS	2.50

	Total Hours
26 DELIVERIES	
000 UNASSIGNED	
* X 596 CHIRCO, BRANDY 4/6/2018	2.00
plans to Grosse Pointe Woods and St. Clair Shores	
Total for 596	2.00
Total for UNASSIGNED	2.00
Total for DELIVERIES	2.00
35 CONST.DESIGN	
000 UNASSIGNED	
* X 293 LOCKWOOD, SCOTT 4/3/2018	1.00
Review issues with timing, permits	
* X 293 LOCKWOOD, SCOTT 4/4/2018	1.00
Permit Issues	
* X 293 LOCKWOOD, SCOTT 4/27/2018	1.00
Review cost estimates with JA	
* X 293 LOCKWOOD, SCOTT 4/30/2018	1.00
* X 293 LOCKWOOD, SCOTT 5/1/2018	1.50
Bids with JA	
* X 293 LOCKWOOD, SCOTT 5/2/2018	1.00
Discuss bids	
* X 293 LOCKWOOD, SCOTT 5/4/2018	2.50
Review numbers and meet with JA, BS and CB	
* X 293 LOCKWOOD, SCOTT 5/7/2018	1.00
discuss project options	
* X 293 LOCKWOOD, SCOTT 5/9/2018	2.00
Discuss funding and project award	
* X 293 LOCKWOOD, SCOTT 5/14/2018	1.00
Cost review	
* X 293 LOCKWOOD, SCOTT 5/16/2018	2.00
meeting with Jason, Bruce and Cathy to review costs	
Total for 293	15.00
Total for UNASSIGNED	15.00
Total for CONST.DESIGN	15.00
37 SPECIFICATIONS	
000 UNASSIGNED	
* X 442 VIGNERON, MICHAEL 4/3/2018	.50
Post to MITN	
* X 442 VIGNERON, MICHAEL 4/18/2018	.20
Post Addendum No. 1	
* X 442 VIGNERON, MICHAEL 4/19/2018	.20
Post Addendum No. 2	
* X 442 VIGNERON, MICHAEL 4/20/2018	.20
Post Addendum No. 3	
Total for 442	1.10
Total for UNASSIGNED	1.10
Total for SPECIFICATIONS	1.10
50 ARCHITECT	
000 UNASSIGNED	
* X 402 ARLOW, JASON 1/12/2018	2.50
DPW addition, site visit, field measure, sketch	
* X 402 ARLOW, JASON 1/15/2018	2.50
Review roof quotes for activities building, letter to city, DPW addition estimate	
Total for 402	5.00
Total for UNASSIGNED	5.00
Total for ARCHITECT	5.00

			Total Hours
53 CONST DOCUM			
000 UNASSIGNED			
* X	402 ARLOW, JASON	4/3/2018	1.00
	Final review		
* X	402 ARLOW, JASON	4/10/2018	2.00
	Pre bid		
* X	402 ARLOW, JASON	5/1/2018	1.50
	bid opening		
* X	402 ARLOW, JASON	5/4/2018	2.50
	Review bids, Bond meeting		
* X	402 ARLOW, JASON	5/8/2018	3.50
	Meeting prep, contractor interview, notes		
* X	402 ARLOW, JASON	5/9/2018	.50
	Bid review		
* X	402 ARLOW, JASON	5/10/2018	.50
	DPW roof, cost savings		
* X	402 ARLOW, JASON	5/11/2018	.50
	letter of award		
* X	402 ARLOW, JASON	5/15/2018	1.00
	Revise letter		
* X	402 ARLOW, JASON	5/16/2018	.50
	Police garage roof letter and bid review		
Total for 402			13.50
* X	596 CHIRCO, BRANDY	4/2/2018	6.30
	updates to all plans		
* X	596 CHIRCO, BRANDY	4/3/2018	2.30
	specifications, updates to plans		
* X	596 CHIRCO, BRANDY	4/10/2018	.20
	addendum 1		
* X	596 CHIRCO, BRANDY	4/12/2018	.10
	addendum 1		
* X	596 CHIRCO, BRANDY	4/13/2018	.50
	addendum 1		
* X	596 CHIRCO, BRANDY	4/16/2018	.50
	addendum 1		
* X	596 CHIRCO, BRANDY	4/17/2018	1.20
	addendum 1		
* X	596 CHIRCO, BRANDY	4/18/2018	.90
	addendum 1		
* X	596 CHIRCO, BRANDY	4/19/2018	.50
	addendum 2		
* X	596 CHIRCO, BRANDY	4/20/2018	.70
	addendum 3		
* X	596 CHIRCO, BRANDY	4/23/2018	.20
	answering bidder questions		
* X	596 CHIRCO, BRANDY	4/30/2018	.70
	area and perimeter of roof		
* X	596 CHIRCO, BRANDY	5/2/2018	.70
	bid tab		
* X	596 CHIRCO, BRANDY	5/8/2018	1.00
	interview prep		
Total for 596			15.80
* X	681 BERGE, MATTHEW	4/2/2018	.50
	Review project specifications		
* X	681 BERGE, MATTHEW	4/3/2018	2.00
	Review specs and drawings		
* X	681 BERGE, MATTHEW	4/4/2018	1.00
	Print permit sets and prepare letters of transmittal.		

	Total Hours
* X 681 BERGE, MATTHEW 4/5/2018	.50
Compile and distribute permit sets.	
Total for 681	4.00
Total for UNASSIGNED	33.30
Total for CONST DOCUM	33.30
54 BIDDING	
000 UNASSIGNED	
* X 402 ARLOW, JASON 4/16/2018	1.00
Questions, addendum	
* X 402 ARLOW, JASON 4/17/2018	1.00
Addendum questions	
* X 402 ARLOW, JASON 4/19/2018	1.00
RFI, addendum	
* X 402 ARLOW, JASON 4/20/2018	.50
RFI, addendum	
Total for 402	3.50
* X 681 BERGE, MATTHEW 4/18/2018	2.00
Compile addendum 1 documents	
Total for 681	2.00
Total for UNASSIGNED	5.50
Total for BIDDING	5.50
Total for Labor and Overhead	64.90
Expenses	
Reimbursable Expenses	
521.00 NON-REIMB. MISC. EXP.	
F AP 0088629 8/14/2018 / DICLEMENTE	
SIEGEL DESIGN INC.	
F AP 0088896 9/25/2018 / DICLEMENTE	
SIEGEL DESIGN INC.	
Total for 521.00	
Total for Reimbursable Expenses	
Total for Expenses	
Total for 05	64.90
Phase Number: 06 SMOKE CONTROL SYSTEM	
Total for	
Total for 06	
Total for 0160-0395-0	523.20
Final Totals	523.20

RECEIVED

FEB 25 2019



ANDERSON CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

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

January 30, 2019
Project No: 0160-0290-0
Invoice No: 0120714

Project 0160-0290-0 GENERAL ENGINEERING
FOR: GENERAL ENGINEERING.
Professional Services from December 10, 2018 to January 6, 2019
Professional Personnel

PO 18-44649
101,441.818.000 \$806.75
101,444.818.000 \$806.75
572,537.818.000 \$806.75

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	2.00	103.00	206.00
LOCKWOOD, SCOTT	1.00	103.00	103.00
Budget			
LOCKWOOD, SCOTT	1.00	103.00	103.00
Budget items for Construction Committee consideration			
LOCKWOOD, SCOTT	2.00	103.00	206.00
Preliminary Budget Discussion			
GENERAL			
GRADUATE ENG/SUR/ARC			
WILBERDING, ROSS	16.00	83.50	1,336.00
2019 Project Estimates			
WILBERDING, ROSS	.50	83.50	41.75
Estimate for Provencal Homes water and sewer			
WILBERDING, ROSS	1.50	83.50	125.25
Provencal Prelim Schematic PDF to correspond to estimate			
WILBERDING, ROSS	.50	83.50	41.75
Reviewing Estimates			
SENIOR PROJECT ENGINEER			
VIGNERON, MICHAEL	1.50	103.00	154.50
CIP Estimates			
VIGNERON, MICHAEL	1.00	103.00	103.00
Review Estimates for 2019 Capital Projects Budgeting			
Totals	27.00		2,420.25
Total Labor			2,420.25

2/1/19
C. B. H. S.
F.
2/1/19

Billing Limits	Current	Prior	To-Date
Total Billings	2,420.25	6,152.05	8,572.30
Limit			15,000.00
Remaining			6,427.70

Total this Invoice \$2,420.25

RECEIVED

FEB 25 2019



ANDERSON, ECKSTEIN & WEST GROSSE POINTE WOODS
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

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

January 30, 2019

Project No: 0160-0364-0

Invoice No: 0120715

PO 17-43940

592-537 975.004

2/1/2019

Project 0160-0364-0

SAW GRANT-WASTEWATER ASSET MGT PLAN

Professional Services from December 10, 2018 to January 6, 2019

Professional Personnel

	Hours	Rate	Amount
PRINTS			
ENGINEERING AIDE TRAINEE			
KAERLE, KATHLEEN	.40	40.50	16.20
Plans			
CONTRACT ADMINISTRATION			
GRADUATE ENG/SUR/ARC			
EBERLE, JOSEPH	1.00	83.50	83.50
disbursement request			
TEAM LEADER			
VARICALLI, FRANK	2.00	83.50	167.00
VARICALLI, FRANK	.50	83.50	41.75
review struct.data & rec.			
VARICALLI, FRANK	.50	83.50	41.75
site visit,mtg.w/insp.&contr.			
SENIOR PROJECT ENGINEER			
VIGNERON, MICHAEL	.50	103.00	51.50
Resident Call regarding TV and Clean			
MEETINGS			
TEAM LEADER			
VARICALLI, FRANK	.50	83.50	41.75
mtg.w/contract.			
DATABASE			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	.50	83.50	41.75
Revisions to Poor structure ratings spreadsheet			
ENGINEERING AIDE III			
SVOBODA, JOSEPH	16.00	70.00	1,120.00
created new truck map sets			
SVOBODA, JOSEPH	.30	70.00	21.00
exported structures spreadsheet for Nakeya			
BASE MAPS			
GRADUATE ENG/SUR/ARC			
MILLER, JEFFREY	1.50	83.50	125.25
Creation of known utility map for intersection of Chalfonte and Cook			
GIS UPDATES			
ENGINEERING AIDE III			
DOURJALIAN, ANDREW	5.40	70.00	378.00
AB Updates			

Please include the project number and invoice number on your check.

Project	0160-0364-0	SAW GRANT-WASTEWATER ASSET MGT PLAN		Invoice	0120715
	DOURJALIAN, ANDREW	4.50	70.00	315.00	
	Portal Update				
CCTV REVIEW					
TEAM LEADER					
	VARICALLI, FRANK	2.00	83.50	167.00	
	VARICALLI, FRANK	2.00	83.50	167.00	
	review cctv video & reports				
	Totals	37.60		2,778.45	
	Total Labor				2,778.45
			Total this Invoice		\$2,778.45

RECEIVED

MAR - 8 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

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

February 11, 2019
Project No: 0160-0395-0
Invoice No: 0120738

Project 0160-0395-0 CAPITAL IMPROVEMENTS, ROOFS
FOR: CITY HALL FIELD MEASUREMENTS; PLAN AND SPEC BOOK PREPARATION

Professional Services from January 7, 2019 to February 3, 2019

Phase 02 CONTRACT ADMINISTRATION

Fee

Total Fee	12,000.00		
Percent Complete	90.00	Total Earned	10,800.00
		Previous Fee Billing	9,600.00
		Current Fee Billing	1,200.00
		Total Fee	1,200.00
		Total this Phase	\$1,200.00
		Total this Invoice	\$1,200.00

Outstanding Invoices

Number	Date	Balance
0116798	2/13/2018	14,400.00
0120503	1/15/2019	1,200.00
Total		15,600.00

BILLING BACKUP REPORT

PO 18-44866

420 451.974.201

3/8/19

CSB

FS

[Signature]

Project Detail - JTD

Monday, February 11, 2019

11:09:29 AM

Anderson, Eckstein & Westrick, Inc.

Job-to-Date through 3/8/2019

	Total Hours
Project Number: 0160-0395-0 CAPITAL IMPROVEMENTS, ROOFS	
Phase Number: 01 CONTRACT DOCUMENTS	
Total for	
Labor and Overhead	
24 SECRETARIAL	
000 UNASSIGNED	
* T 391 BICKHAM, BRENDA 5/9/2018	.50
Meeting Minutes	
* T 391 BICKHAM, BRENDA 5/9/2018	-.50
Meeting Minutes	
* T 391 BICKHAM, BRENDA 7/11/2018	.50
Meeting Minutes	
* T 391 BICKHAM, BRENDA 7/11/2018	-.50
Meeting Minutes	
X 391 BICKHAM, BRENDA 10/26/2017	1.00
2 Agreements	
X 391 BICKHAM, BRENDA 6/19/2018	1.00
Documents	
Total for 391	2.00
Total for UNASSIGNED	2.00
Total for SECRETARIAL	2.00
25 PRINTS	
000 UNASSIGNED	
* T 523 KAERLE, KATHLEEN 4/4/2018	1.00
Plans	
* T 523 KAERLE, KATHLEEN 4/4/2018	-1.00
Plans	
Total for 523	
* T 665 ANKAWI, MICHELLE 4/4/2018	1.50
Print and Copy 8 Spec Books	
* T 665 ANKAWI, MICHELLE 4/4/2018	-1.50
Print and Copy 8 Spec Books	
Total for 665	
Total for UNASSIGNED	
Total for PRINTS	
26 DELIVERIES	
000 UNASSIGNED	
* T 596 CHIRCO, BRANDY 4/6/2018	2.00
plans to Grosse Pointe Woods and St. Clair Shores	
* T 596 CHIRCO, BRANDY 4/6/2018	-2.00
plans to Grosse Pointe Woods and St. Clair Shores	
Total for 596	
Total for UNASSIGNED	
Total for DELIVERIES	
35 CONST.DESIGN	
000 UNASSIGNED	
* T 293 LOCKWOOD, SCOTT 4/3/2018	1.00
Review issues with timing, permits	
* T 293 LOCKWOOD, SCOTT 4/3/2018	-1.00
Review issues with timing, permits	
* T 293 LOCKWOOD, SCOTT 4/4/2018	1.00
Permit issues	
* T 293 LOCKWOOD, SCOTT 4/4/2018	-1.00
Permit issues	

				Total Hours
* T	293 LOCKWOOD, SCOTT	4/27/2018	Review cost estimates with JA	1.00
* T	293 LOCKWOOD, SCOTT	4/27/2018	Review cost estimates with JA	-1.00
* T	293 LOCKWOOD, SCOTT	4/30/2018		1.00
* T	293 LOCKWOOD, SCOTT	4/30/2018		-1.00
* T	293 LOCKWOOD, SCOTT	5/1/2018	Bids with JA	1.50
* T	293 LOCKWOOD, SCOTT	5/1/2018	Bids with JA	-1.50
* T	293 LOCKWOOD, SCOTT	5/2/2018	Discuss bids	1.00
* T	293 LOCKWOOD, SCOTT	5/2/2018	Discuss bids	-1.00
* T	293 LOCKWOOD, SCOTT	5/4/2018	Review numbers and meet with JA, BS and CB	2.50
* T	293 LOCKWOOD, SCOTT	5/4/2018	Review numbers and meet with JA, BS and CB	-2.50
* T	293 LOCKWOOD, SCOTT	5/7/2018	discuss project options	1.00
* T	293 LOCKWOOD, SCOTT	5/7/2018	discuss project options	-1.00
* T	293 LOCKWOOD, SCOTT	5/9/2018	Discuss funding and project award	2.00
* T	293 LOCKWOOD, SCOTT	5/9/2018	Discuss funding and project award	-2.00
* T	293 LOCKWOOD, SCOTT	5/14/2018	Cost review	1.00
* T	293 LOCKWOOD, SCOTT	5/14/2018	Cost review	-1.00
* T	293 LOCKWOOD, SCOTT	5/16/2018	meeting with Jason, Bruce and Cathy to review costs	2.00
* T	293 LOCKWOOD, SCOTT	5/16/2018	meeting with Jason, Bruce and Cathy to review costs	-2.00
X	293 LOCKWOOD, SCOTT	5/29/2018	Discuss bid award	.50
X	293 LOCKWOOD, SCOTT	6/5/2018	Discuss award with JA, FS and Bond Counsel	1.00
X	293 LOCKWOOD, SCOTT	6/6/2018	Review contingent award with City	1.00
X	293 LOCKWOOD, SCOTT	6/18/2018	COW and Council to discuss award	1.00
Total for 293				3.50
Total for UNASSIGNED				3.50
Total for CONST.DESIGN				3.50
37 SPECIFICATIONS				
000 UNASSIGNED				
* T	442 VIGNERON, MICHAEL	4/3/2018	Post to MITN	.50
* T	442 VIGNERON, MICHAEL	4/3/2018	Post to MITN	-.50
* T	442 VIGNERON, MICHAEL	4/18/2018	Post Addendum No. 1	.20
* T	442 VIGNERON, MICHAEL	4/18/2018	Post Addendum No. 1	-.20
* T	442 VIGNERON, MICHAEL	4/19/2018	Post Addendum No. 2	.20

			Total Hours
* T	442 VIGNERON, MICHAEL	4/19/2018	-.20
	Post Addendum No. 2		
* T	442 VIGNERON, MICHAEL	4/20/2018	.20
	Post Addendum No. 3		
* T	442 VIGNERON, MICHAEL	4/20/2018	-.20
	Post Addendum No. 3		
	Total for 442		
	Total for UNASSIGNED		
	Total for SPECIFICATIONS		
	38 CONTRACT ADMIN		
	000 UNASSIGNED		
* T	293 LOCKWOOD, SCOTT	6/28/2018	2.00
	Conference call to discuss billing		
* T	293 LOCKWOOD, SCOTT	6/28/2018	-2.00
	Conference call to discuss billing		
* T	293 LOCKWOOD, SCOTT	7/25/2018	.50
	precon meeting		
* T	293 LOCKWOOD, SCOTT	7/25/2018	-.50
	precon meeting		
* T	293 LOCKWOOD, SCOTT	8/22/2018	1.00
	Pay process review		
* T	293 LOCKWOOD, SCOTT	8/22/2018	-1.00
	Pay process review		
* T	293 LOCKWOOD, SCOTT	9/26/2018	1.00
* T	293 LOCKWOOD, SCOTT	9/26/2018	-1.00
* T	293 LOCKWOOD, SCOTT	9/28/2018	1.00
	Lightning rod research and resolve		
* T	293 LOCKWOOD, SCOTT	9/28/2018	-1.00
	Lightning rod research and resolve		
* T	293 LOCKWOOD, SCOTT	2/1/2019	1.00
	Meeting to review progress		
* T	293 LOCKWOOD, SCOTT	2/1/2019	-1.00
	Meeting to review progress		
	Total for 293		
	Total for UNASSIGNED		
	Total for CONTRACT ADMIN		
	41 MEETINGS		
	000 UNASSIGNED		
X	293 LOCKWOOD, SCOTT	9/18/2017	2.00
	COW meeting		
X	293 LOCKWOOD, SCOTT	11/6/2017	1.00
X	293 LOCKWOOD, SCOTT	11/29/2017	1.50
X	293 LOCKWOOD, SCOTT	12/6/2017	1.00
X	293 LOCKWOOD, SCOTT	12/18/2017	1.00
	Discuss HVAC study cost with JA and City		
X	293 LOCKWOOD, SCOTT	12/21/2017	.50
X	293 LOCKWOOD, SCOTT	1/2/2018	.50
	Review and discussion of HVAC proposal with JRA		
X	293 LOCKWOOD, SCOTT	1/3/2018	1.00
	Review of HVAC Proposal and discussion with City		
X	293 LOCKWOOD, SCOTT	1/10/2018	.50
	Review project timing		
X	293 LOCKWOOD, SCOTT	1/22/2018	2.00
	Discussion with City regarding scheduling and HVAC Study		
X	293 LOCKWOOD, SCOTT	1/23/2018	1.00
	Review DiClemente Siegal proposal and schedule		
X	293 LOCKWOOD, SCOTT	1/25/2018	1.50
	Review of scheduling and project progress		

Project Detail - JTD			Job-to-Date through 3/8/2019	Monday, February 11, 2019 11:09:29 AM
			Total Hours	
X	293 LOCKWOOD, SCOTT	1/26/2018	.50	
	Review revised bid and construction scheduling			
X	293 LOCKWOOD, SCOTT	2/7/2018	1.50	
	Plan review and scheduling			
X	293 LOCKWOOD, SCOTT	2/8/2018	1.00	
	Review plan and discussion about proposed treatment			
X	293 LOCKWOOD, SCOTT	2/9/2018	1.00	
	project progress and review of timeline with JRA			
X	293 LOCKWOOD, SCOTT	2/13/2018	2.00	
	Review timing, plans and mechanical with JA			
X	293 LOCKWOOD, SCOTT	2/14/2018	1.50	
X	293 LOCKWOOD, SCOTT	2/21/2018	1.00	
	Review project timing			
X	293 LOCKWOOD, SCOTT	2/26/2018	1.50	
	HVAC study			
X	293 LOCKWOOD, SCOTT	2/28/2018	1.00	
	Review with City and DiClemente Segal			
X	293 LOCKWOOD, SCOTT	3/2/2018	1.00	
	Review total project revisions/cost with JA			
X	293 LOCKWOOD, SCOTT	3/12/2018	1.50	
	Review memo regarding current project costs and scope			
X	293 LOCKWOOD, SCOTT	3/15/2018	1.50	
	Cost estimates			
X	293 LOCKWOOD, SCOTT	3/16/2018	2.00	
	Project cost breakdown			
X	293 LOCKWOOD, SCOTT	3/19/2018	1.00	
	Discussion regarding alternates for HVAC			
X	293 LOCKWOOD, SCOTT	3/23/2018	1.50	
	review with JRA			
	Total for 293		33.00	
	Total for UNASSIGNED		33.00	
	Total for MEETINGS		33.00	
	51 PROG/FEAS			
	000 UNASSIGNED			
X	402 ARLOW, JASON	8/7/2017	.50	
	Set up project			
	Total for 402		.50	
	Total for UNASSIGNED		.50	
	Total for PROG/FEAS		.50	
	52 DESIGN DEV			
	000 UNASSIGNED			
X	402 ARLOW, JASON	11/29/2017	3.50	
	Meeting, review boiler, chiller, minutes			
X	402 ARLOW, JASON	11/30/2017	1.00	
	Mark up plans			
X	402 ARLOW, JASON	12/4/2017	3.00	
	Review roof reports, details			
X	402 ARLOW, JASON	12/14/2017	.50	
	New work scope			
X	402 ARLOW, JASON	12/15/2017	.50	
	New work scope			
	Total for 402		8.50	
X	681 BERGE, MATTHEW	10/30/2017	1.00	
	Research existing			
X	681 BERGE, MATTHEW	11/6/2017	1.00	
	Roof plans for GPW improvements			
X	681 BERGE, MATTHEW	11/8/2017	1.00	
	Compile existing plans for City Hall and Bath House for MEP consultant.			

			Total Hours
X	681 BERGE, MATTHEW	11/9/2017	4.00
	Compile existing plans for Activities Building for MEP consultant.		
X	681 BERGE, MATTHEW	11/10/2017	1.00
	Compile existing plans		
	Total for 681		8.00
	Total for UNASSIGNED		16.50
	Total for DESIGN DEV		16.50
	53 CONST DOCUM		
	000 UNASSIGNED		
* T	402 ARLOW, JASON	4/3/2018	1.00
	Final review		
* T	402 ARLOW, JASON	4/3/2018	-1.00
	Final review		
* T	402 ARLOW, JASON	4/10/2018	2.00
	Pre bid		
* T	402 ARLOW, JASON	4/10/2018	-2.00
	Pre bid		
* T	402 ARLOW, JASON	5/1/2018	1.50
	bid opening		
* T	402 ARLOW, JASON	5/1/2018	-1.50
	bid opening		
* T	402 ARLOW, JASON	5/4/2018	2.50
	Review bids, Bond meeting		
* T	402 ARLOW, JASON	5/4/2018	-2.50
	Review bids, Bond meeting		
* T	402 ARLOW, JASON	5/8/2018	3.50
	Meeting prep, contractor interview, notes		
* T	402 ARLOW, JASON	5/8/2018	-3.50
	Meeting prep, contractor interview, notes		
* T	402 ARLOW, JASON	5/9/2018	.50
	Bid review		
* T	402 ARLOW, JASON	5/9/2018	-.50
	Bid review		
* T	402 ARLOW, JASON	5/10/2018	.50
	DPW roof, cost savings		
* T	402 ARLOW, JASON	5/10/2018	-.50
	DPW roof, cost savings		
* T	402 ARLOW, JASON	5/11/2018	.50
	letter of award		
* T	402 ARLOW, JASON	5/11/2018	-.50
	letter of award		
* T	402 ARLOW, JASON	5/15/2018	1.00
	Revise letter		
* T	402 ARLOW, JASON	5/15/2018	-1.00
	Revise letter		
* T	402 ARLOW, JASON	5/16/2018	.50
	Police garage roof letter and bid review		
* T	402 ARLOW, JASON	5/16/2018	-.50
	Police garage roof letter and bid review		
X	402 ARLOW, JASON	10/25/2017	1.50
	Consultant agreements		
X	402 ARLOW, JASON	10/26/2017	.50
	Consultant agreements		
X	402 ARLOW, JASON	11/2/2017	.50
	consultant agreements		
X	402 ARLOW, JASON	12/28/2017	1.00
	Plan review, mark up		

			Total Hours
X	402 ARLOW, JASON	1/2/2018	.50
	Details		
X	402 ARLOW, JASON	1/4/2018	.50
	Details		
X	402 ARLOW, JASON	1/11/2018	1.00
	Ad for activities bldg		
X	402 ARLOW, JASON	1/12/2018	.50
	Ad, bond req'mt for activities bldg		
X	402 ARLOW, JASON	1/22/2018	2.50
	GPW cow		
X	402 ARLOW, JASON	1/23/2018	.50
	Schedule		
X	402 ARLOW, JASON	1/25/2018	1.00
	Review		
X	402 ARLOW, JASON	2/5/2018	.50
	Plan review		
X	402 ARLOW, JASON	2/6/2018	1.00
	Review ad		
X	402 ARLOW, JASON	2/7/2018	.50
	Review plans		
X	402 ARLOW, JASON	2/8/2018	.50
	review with gene		
X	402 ARLOW, JASON	2/12/2018	.50
	Review plans		
X	402 ARLOW, JASON	2/14/2018	.50
	Review plans		
X	402 ARLOW, JASON	2/15/2018	2.50
	Review plans		
X	402 ARLOW, JASON	3/2/2018	1.00
	review, fee, eng		
X	402 ARLOW, JASON	3/8/2018	1.00
	Meeting with Schena Roofing		
X	402 ARLOW, JASON	3/12/2018	.50
	Udate project costs		
X	402 ARLOW, JASON	3/22/2018	2.00
	Meeting at city		
X	402 ARLOW, JASON	3/28/2018	1.00
	plan mark up		
X	402 ARLOW, JASON	3/29/2018	3.00
	review		
X	402 ARLOW, JASON	6/4/2018	1.00
	Council meeting		
X	402 ARLOW, JASON	6/6/2018	.50
	Invoices		
	Total for 402		26.00
M	452 PASAMBA, ARMANDO		1.00
	11/15/2017		
	BATH HOUSE		
M	452 PASAMBA, ARMANDO		4.00
	11/16/2017		
	BATH HOUSE		
M	452 PASAMBA, ARMANDO		4.00
	11/17/2017		
	HATCH HOUSE / ACTIVITY BLDG		
X	452 PASAMBA, ARMANDO	11/7/2017	1.00
X	452 PASAMBA, ARMANDO	11/8/2017	5.00
X	452 PASAMBA, ARMANDO		3.00
	11/10/2017		

			Total Hours
X	452 PASAMBA, ARMANDO	12/1/2017	4.00
	City hall Field Measurement		
X	452 PASAMBA, ARMANDO	2/6/2018	4.50
	CONSTRUCTION DOCUMENT		
Total for 452			26.50
M	596 CHIRCO, BRANDY	11/20/2017	2.50
	roof and floor plans		
M	596 CHIRCO, BRANDY	11/21/2017	.50
	roof and floor plans		
M	596 CHIRCO, BRANDY	11/27/2017	4.00
	roof plans		
M	596 CHIRCO, BRANDY	11/28/2017	.30
	roof plans		
M	596 CHIRCO, BRANDY	11/29/2017	6.20
	city hall floor plan		
M	596 CHIRCO, BRANDY	11/30/2017	4.10
	city hall floor plan		
M	596 CHIRCO, BRANDY	12/1/2017	4.00
	field measurements of City Hall		
M	596 CHIRCO, BRANDY	12/1/2017	.50
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/4/2017	5.40
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/5/2017	4.00
	updating city hall floor plan		
M	596 CHIRCO, BRANDY	12/6/2017	.20
	updating city hall floor plan		
* T	596 CHIRCO, BRANDY	4/2/2018	6.30
	updates to all plans		
* T	596 CHIRCO, BRANDY	4/2/2018	-6.30
	updates to all plans		
* T	596 CHIRCO, BRANDY	4/3/2018	2.30
	specifications, updates to plans		
* T	596 CHIRCO, BRANDY	4/3/2018	-2.30
	specifications, updates to plans		
* T	596 CHIRCO, BRANDY	4/10/2018	.20
	addendum 1		
* T	596 CHIRCO, BRANDY	4/10/2018	-.20
	addendum 1		
* T	596 CHIRCO, BRANDY	4/12/2018	.10
	addendum 1		
* T	596 CHIRCO, BRANDY	4/12/2018	-.10
	addendum 1		
* T	596 CHIRCO, BRANDY	4/13/2018	.50
	addendum 1		
* T	596 CHIRCO, BRANDY	4/13/2018	-.50
	addendum 1		
* T	596 CHIRCO, BRANDY	4/16/2018	.50
	addendum 1		
* T	596 CHIRCO, BRANDY	4/16/2018	-.50
	addendum 1		
* T	596 CHIRCO, BRANDY	4/17/2018	1.20
	addendum 1		
* T	596 CHIRCO, BRANDY	4/17/2018	-1.20
	addendum 1		
* T	596 CHIRCO, BRANDY	4/18/2018	.90
	addendum 1		

Project Detail - JTD			Job-to-Date through 3/8/2019	Monday, February 11, 2019 11:09:29 AM
			Total Hours	
* T	596 CHIRCO, BRANDY	4/18/2018	-.90	
	addendum 1			
* T	596 CHIRCO, BRANDY	4/19/2018	.50	
	addendum 2			
* T	596 CHIRCO, BRANDY	4/19/2018	-.50	
	addendum 2			
* T	596 CHIRCO, BRANDY	4/20/2018	.70	
	addendum 3			
* T	596 CHIRCO, BRANDY	4/20/2018	-.70	
	addendum 3			
* T	596 CHIRCO, BRANDY	4/23/2018	.20	
	answering bidder questions			
* T	596 CHIRCO, BRANDY	4/23/2018	-.20	
	answering bidder questions			
* T	596 CHIRCO, BRANDY	4/30/2018	.70	
	area and perimeter of roof			
* T	596 CHIRCO, BRANDY	4/30/2018	-.70	
	area and perimeter of roof			
* T	596 CHIRCO, BRANDY	5/2/2018	.70	
	bid tab			
* T	596 CHIRCO, BRANDY	5/2/2018	-.70	
	bid tab			
* T	596 CHIRCO, BRANDY	5/8/2018	1.00	
	interview prep			
* T	596 CHIRCO, BRANDY	5/8/2018	-1.00	
	interview prep			
X	596 CHIRCO, BRANDY	12/11/2017	5.30	
	roof plans			
X	596 CHIRCO, BRANDY	12/15/2017	5.60	
	roof details			
X	596 CHIRCO, BRANDY	12/18/2017	5.00	
	roof plans			
X	596 CHIRCO, BRANDY	12/19/2017	1.70	
	roof plans			
X	596 CHIRCO, BRANDY	12/22/2017	1.50	
	roof details			
X	596 CHIRCO, BRANDY	1/2/2018	.50	
	updates to plans			
X	596 CHIRCO, BRANDY	1/3/2018	1.00	
	updates to plans			
X	596 CHIRCO, BRANDY	1/16/2018	5.50	
	roof plans			
X	596 CHIRCO, BRANDY	1/17/2018	7.50	
	roof plans and details			
X	596 CHIRCO, BRANDY	1/18/2018	.60	
	details			
X	596 CHIRCO, BRANDY	1/19/2018	1.80	
	roof sections			
X	596 CHIRCO, BRANDY	1/22/2018	6.90	
	sections and details			
X	596 CHIRCO, BRANDY	1/23/2018	4.70	
	sections and details			
X	596 CHIRCO, BRANDY	1/24/2018	.20	
	sections and details			
X	596 CHIRCO, BRANDY	1/25/2018	4.00	
	sections and details			
X	596 CHIRCO, BRANDY	1/26/2018	6.20	
	sections and details			

			Total Hours
X	596 CHIRCO, BRANDY	1/29/2018	8.00
	sections and details		
X	596 CHIRCO, BRANDY	1/30/2018	7.50
	sections and details		
X	596 CHIRCO, BRANDY	1/31/2018	8.00
	sections and details		
X	596 CHIRCO, BRANDY	2/1/2018	7.00
	sections and details		
X	596 CHIRCO, BRANDY	2/2/2018	6.90
	sections and details		
X	596 CHIRCO, BRANDY	2/6/2018	1.00
	roof sections and details		
X	596 CHIRCO, BRANDY	2/7/2018	5.80
	roof sections and details		
X	596 CHIRCO, BRANDY	2/15/2018	3.70
	roof plans		
X	596 CHIRCO, BRANDY	2/16/2018	5.80
	bis issue plans		
X	596 CHIRCO, BRANDY	2/22/2018	5.20
	roof details		
X	596 CHIRCO, BRANDY	2/23/2018	5.70
	roof details		
X	596 CHIRCO, BRANDY	2/26/2018	3.60
	mark ups		
X	596 CHIRCO, BRANDY	3/5/2018	.20
	dormer louvers		
X	596 CHIRCO, BRANDY	3/8/2018	1.40
	estimate and roofing types		
X	596 CHIRCO, BRANDY	3/9/2018	.50
	estimate		
X	596 CHIRCO, BRANDY	3/12/2018	.80
	estimate		
X	596 CHIRCO, BRANDY	3/13/2018	.70
	shingle research		
X	596 CHIRCO, BRANDY	3/14/2018	.50
	shingle suppliers		
X	596 CHIRCO, BRANDY	3/20/2018	.80
	sections		
X	596 CHIRCO, BRANDY	3/21/2018	3.30
	roofing model		
X	596 CHIRCO, BRANDY	3/22/2018	1.00
	roofing model		
X	596 CHIRCO, BRANDY	3/23/2018	.70
	roofing model		
X	596 CHIRCO, BRANDY	3/28/2018	2.00
	roof alternates		
X	596 CHIRCO, BRANDY	3/29/2018	8.00
	specifications, sections, details		
Total for 596			177.80
* T	681 BERGE, MATTHEW	4/2/2018	.50
	Review project specifications		
* T	681 BERGE, MATTHEW	4/2/2018	-.50
	Review project specifications		
* T	681 BERGE, MATTHEW	4/3/2018	2.00
	Review specs and drawings		
* T	681 BERGE, MATTHEW	4/3/2018	-2.00
	Review specs and drawings		

Project Detail - JTD			Job-to-Date through 3/8/2019	Monday, February 11, 2019 11:09:29 AM
			Total Hours	
* T	681 BERGE, MATTHEW	4/4/2018	1.00	
	Print permit sets and prepare letters of transmittal.			
* T	681 BERGE, MATTHEW	4/4/2018	-1.00	
	Print permit sets and prepare letters of transmittal.			
* T	681 BERGE, MATTHEW	4/5/2018	.50	
	Compile and distribute permit sets.			
* T	681 BERGE, MATTHEW	4/5/2018	-.50	
	Compile and distribute permit sets.			
X	681 BERGE, MATTHEW	1/18/2018	4.00	
	Specifications			
X	681 BERGE, MATTHEW	1/24/2018	2.00	
	Roof venting calculations			
X	681 BERGE, MATTHEW	1/25/2018	7.50	
	Roof venting calcs for police garage, venting details for city hall.			
X	681 BERGE, MATTHEW	1/26/2018	5.50	
	Project specifications			
X	681 BERGE, MATTHEW	1/29/2018	2.00	
	Project specifications			
X	681 BERGE, MATTHEW	1/30/2018	2.00	
	Research roof venting			
X	681 BERGE, MATTHEW	1/31/2018	1.00	
	Review product information and calculations from roof vent mfr.			
X	681 BERGE, MATTHEW	2/1/2018	3.00	
	Specs for roofing project			
X	681 BERGE, MATTHEW	2/2/2018	1.00	
	Product specs			
X	681 BERGE, MATTHEW	2/5/2018	4.00	
	Print and review documents			
X	681 BERGE, MATTHEW	2/6/2018	4.00	
	Revise details			
X	681 BERGE, MATTHEW	2/7/2018	4.00	
	Roof details			
X	681 BERGE, MATTHEW	3/29/2018	2.00	
	Review specifications			
X	681 BERGE, MATTHEW	3/30/2018	1.00	
	Specs			
	Total for 681		43.00	
	Total for UNASSIGNED		273.30	
	Total for CONST DOCUM		273.30	
54 BIDDING				
000 UNASSIGNED				
* T	402 ARLOW, JASON	4/16/2018	1.00	
	Questions, addendum			
* T	402 ARLOW, JASON	4/16/2018	-1.00	
	Questions, addendum			
* T	402 ARLOW, JASON	4/17/2018	1.00	
	Addendum questions			
* T	402 ARLOW, JASON	4/17/2018	-1.00	
	Addendum questions			
* T	402 ARLOW, JASON	4/19/2018	1.00	
	RFI, addendum			
* T	402 ARLOW, JASON	4/19/2018	-1.00	
	RFI, addendum			
* T	402 ARLOW, JASON	4/20/2018	.50	
	RFI, addendum			
* T	402 ARLOW, JASON	4/20/2018	-.50	
	RFI, addendum			
	Total for 402			

	Total Hours
* T 681 BERGE, MATTHEW 4/18/2018	2.00
Compile addendum 1 documents	
* T 681 BERGE, MATTHEW 4/18/2018	-2.00
Compile addendum 1 documents	
Total for 681	
Total for UNASSIGNED	
Total for BIDDING	
55 CONST ADMIN	
000 UNASSIGNED	
M 596 CHIRCO, BRANDY 11/17/2017	1.00
spec book	
M 596 CHIRCO, BRANDY 11/22/2017	.50
spec book	
Total for 596	1.50
Total for UNASSIGNED	1.50
Total for CONST ADMIN	1.50
56 ME/ELEC DESG	
000 UNASSIGNED	
X 552 EDWARDS, WILLIAM 2/8/2018	2.70
* X 552 EDWARDS, WILLIAM 2/21/2018	.60
X 552 EDWARDS, WILLIAM 2/22/2018	.50
Total for 552	3.80
Total for UNASSIGNED	3.80
Total for ME/ELEC DESG	3.80
58 STRUCTURAL	
000 UNASSIGNED	
X 544 ZAUEL, KEVIN 3/22/2018	1.00
Mechanical unit loading/locations	
X 544 ZAUEL, KEVIN 3/29/2018	6.00
Roof framing analysis, review of existing plans	
Total for 544	7.00
Total for UNASSIGNED	7.00
Total for STRUCTURAL	7.00
Total for Labor and Overhead	341.10
Expenses	
Reimbursable Expenses	
520.00 REIMB. MISC. EXPENSE	
X AP 0089296 11/20/2018 / DICLEMENTE	
SIEGEL DESIGN INC. /	
Total for 520.00	
521.00 NON-REIMB. MISC. EXP.	
F AP 0087068 12/18/2017 / ROOFING	
TECHNOLOGY ASSOCIATES /	
F AP 0087541 2/28/2018 / DI CLEMENTE	
SIEGEL DESIGN INC. /	
F AP 0089537 1/2/2019 / DICLEMENTE	
SIEGEL DESIGN INC. /	
Total for 521.00	
Total for Reimbursable Expenses	
Total for Expenses	
Total for 01	341.10
Phase Number: 02 CONTRACT ADMINISTRATION	
Total for	
Labor and Overhead	
23 RESEARCH/REVIEW	
000 UNASSIGNED	
* X 293 LOCKWOOD, SCOTT 3/2/2017	1.00
Photos of existing roofs	

Project Detail - JTD			Job-to-Date through 3/8/2019	Monday, February 11, 2019 11:09:29 AM
			Total Hours	
* X	293 LOCKWOOD, SCOTT	3/27/2017	1.00	
	Review bid docs			
	Total for 293		2.00	
	Total for UNASSIGNED		2.00	
	Total for RESEARCH/REVIEW		2.00	
	24 SECRETARIAL			
	000 UNASSIGNED			
* X	391 BICKHAM, BRENDA	2/28/2017	.50	
	2 AIAs			
* X	391 BICKHAM, BRENDA	3/1/2017	.50	
	Spec			
* X	391 BICKHAM, BRENDA	7/11/2018	.50	
	Meeting Minutes			
* X	391 BICKHAM, BRENDA	12/17/2018	.50	
	AIA Document			
	Total for 391		2.00	
* X	520 DUBAY, GAIL	3/20/2017	.30	
	Placed Ads with Planhouses - JRA			
	Total for 520		.30	
	Total for UNASSIGNED		2.30	
	Total for SECRETARIAL		2.30	
	25 PRINTS			
	000 UNASSIGNED			
X	360 LEIDEKER, RONDA	7/24/2018	.30	
	Books			
X	360 LEIDEKER, RONDA	7/25/2018	.20	
	Prints			
X	360 LEIDEKER, RONDA	7/30/2018	.40	
	Prints			
	Total for 360		.90	
	Total for UNASSIGNED		.90	
	Total for PRINTS		.90	
	37 SPECIFICATIONS			
	000 UNASSIGNED			
* X	452 PASAMBA, ARMANDO	3/1/2017	2.00	
	spec's and cad work			
* X	452 PASAMBA, ARMANDO	3/2/2017	.50	
* X	452 PASAMBA, ARMANDO	3/22/2017	1.50	
* X	452 PASAMBA, ARMANDO	3/24/2017	1.00	
	Total for 452		5.00	
	Total for UNASSIGNED		5.00	
	Total for SPECIFICATIONS		5.00	
	38 CONTRACT ADMIN			
	000 UNASSIGNED			
* X	293 LOCKWOOD, SCOTT	6/28/2018	2.00	
	Conference call to discuss billing			
* X	293 LOCKWOOD, SCOTT	7/25/2018	.50	
	precon meeting			
* X	293 LOCKWOOD, SCOTT	8/22/2018	1.00	
	Pay process review			
* X	293 LOCKWOOD, SCOTT	9/26/2018	1.00	
* X	293 LOCKWOOD, SCOTT	9/28/2018	1.00	
	Lightning rod research and resolve			
* X	293 LOCKWOOD, SCOTT	2/1/2019	1.00	
	Meeting to review progress			
	Total for 293		6.50	
	Total for UNASSIGNED		6.50	
	Total for CONTRACT ADMIN		6.50	

Project Detail - JTD			Job-to-Date through 3/8/2019	Monday, February 11, 2019 11:09:29 AM
			Total Hours	
41 MEETINGS				
000 UNASSIGNED				
X	570	SOMMERS, MICHAEL 9/12/2018	1.00	
Progress Meeting				
Total for 570			1.00	
Total for UNASSIGNED			1.00	
Total for MEETINGS			1.00	
50 ARCHITECT				
000 UNASSIGNED				
* T	402	ARLOW, JASON 1/12/2018	2.50	
DPW addition, site visit, field measure, sketch				
* T	402	ARLOW, JASON 1/12/2018	-2.50	
DPW addition, site visit, field measure, sketch				
* T	402	ARLOW, JASON 1/15/2018	2.50	
Review roof quotes for activities building, letter to city, DPW addition estimate				
* T	402	ARLOW, JASON 1/15/2018	-2.50	
Review roof quotes for activities building, letter to city, DPW addition estimate				
Total for 402				
Total for UNASSIGNED				
Total for ARCHITECT				
53 CONST DOCUM				
000 UNASSIGNED				
* X	402	ARLOW, JASON 1/19/2017	.50	
Set up job				
* X	402	ARLOW, JASON 1/20/2017	.50	
spec				
* X	402	ARLOW, JASON 2/28/2017	3.00	
Front end specs				
* X	402	ARLOW, JASON 3/1/2017	2.00	
Specs				
* X	402	ARLOW, JASON 3/11/2017	.50	
Photos, plans				
* X	402	ARLOW, JASON 3/14/2017	2.50	
Roof plan and spec, smoke damage to maintenance bldg				
* X	402	ARLOW, JASON 3/17/2017	1.50	
Ad, roof plan				
* X	402	ARLOW, JASON 3/20/2017	1.00	
Ad				
* X	402	ARLOW, JASON 3/21/2017	1.00	
Specs				
* X	402	ARLOW, JASON 3/22/2017	2.00	
Site visit, specs				
* X	402	ARLOW, JASON 3/24/2017	.50	
Specs				
* X	402	ARLOW, JASON 3/27/2017	1.00	
Specs, bid issue				
Total for 402			16.00	
Total for UNASSIGNED			16.00	
Total for CONST DOCUM			16.00	
54 BIDDING				
000 UNASSIGNED				
* X	402	ARLOW, JASON 4/11/2017	1.50	
Pre bid, call bidders				
* X	402	ARLOW, JASON 4/18/2017	1.50	
Bid opening				
Total for 402			3.00	
Total for UNASSIGNED			3.00	
Total for BIDDING			3.00	

			Total Hours
55 CONST ADMIN			
000 UNASSIGNED			
X	402 ARLOW, JASON 6/18/2018	2.50	
	COW and Council meetings		
X	402 ARLOW, JASON 6/19/2018	.50	
	Award letter		
X	402 ARLOW, JASON 6/20/2018	1.00	
	Award letter, review contract		
X	402 ARLOW, JASON 7/6/2018	.50	
	review shops		
X	402 ARLOW, JASON 7/11/2018	3.50	
	Coordination meeting, minutes, shops		
X	402 ARLOW, JASON 7/24/2018	1.00	
	shops		
X	402 ARLOW, JASON 7/25/2018	2.50	
	Pre con		
X	402 ARLOW, JASON 7/26/2018	1.00	
	Minutes		
X	402 ARLOW, JASON 7/30/2018	1.00	
	Poilice garage pre con		
X	402 ARLOW, JASON 7/31/2018	.50	
	Shop dwg		
X	402 ARLOW, JASON 8/1/2018	1.00	
	shops		
X	402 ARLOW, JASON 8/3/2018	.50	
	color selection		
X	402 ARLOW, JASON 8/8/2018	.50	
	shops, schedule		
X	402 ARLOW, JASON 8/13/2018	1.00	
	Pay ap 1		
X	402 ARLOW, JASON 8/14/2018	.50	
	Submittals, RFI		
X	402 ARLOW, JASON 8/15/2018	.50	
	Submittal		
X	402 ARLOW, JASON 8/21/2018	.50	
	Pay ap		
X	402 ARLOW, JASON 8/22/2018	.50	
	Pay ap		
X	402 ARLOW, JASON 8/27/2018	2.00	
	Progress meeting		
X	402 ARLOW, JASON 8/29/2018	1.50	
	Pay ap 2, meeting mins		
X	402 ARLOW, JASON 9/5/2018	.50	
	Debris follow up, schedule follow up		
X	402 ARLOW, JASON 9/6/2018	1.00	
	Site visit and follow up		
X	402 ARLOW, JASON 9/12/2018	2.00	
	Progress meeting		
X	402 ARLOW, JASON 9/13/2018	1.00	
	RFI's		
X	402 ARLOW, JASON 9/17/2018	1.50	
	DPW punch list		
X	402 ARLOW, JASON 9/18/2018	.50	
	RFI		
X	402 ARLOW, JASON 9/19/2018	.50	
	Site meeting		
X	402 ARLOW, JASON 9/20/2018	.50	
	RFI		

Project Detail - JTD			Job-to-Date through 3/8/2019	Monday, February 11, 2019 11:09:29 AM
			Total Hours	
X	402 ARLOW, JASON	9/21/2018	.50	
	RFI			
X	402 ARLOW, JASON	9/24/2018	1.00	
	Pay ap3			
X	402 ARLOW, JASON	9/26/2018	1.00	
	progress meeting			
X	402 ARLOW, JASON	9/28/2018	1.00	
	minutes			
X	402 ARLOW, JASON	10/9/2018	1.00	
	RFI			
X	402 ARLOW, JASON	10/24/2018	2.50	
	Progress meeting			
X	402 ARLOW, JASON	10/26/2018	1.00	
	Pay app, minutes			
X	402 ARLOW, JASON	10/30/2018	1.00	
	Update memo to bruce, vent color			
X	402 ARLOW, JASON	11/7/2018	1.00	
	progress meeting			
X	402 ARLOW, JASON	11/10/2018	.50	
	minutes			
X	402 ARLOW, JASON	11/12/2018	1.50	
	Job meeting			
X	402 ARLOW, JASON	11/14/2018	.50	
	Job meeting			
X	402 ARLOW, JASON	11/20/2018	1.00	
	pay application			
X	402 ARLOW, JASON	11/28/2018	1.50	
	progress meeting			
X	402 ARLOW, JASON	11/29/2018	1.00	
	Summary and minutes			
X	402 ARLOW, JASON	12/5/2018	.50	
	Progress memo to Frank			
X	402 ARLOW, JASON	12/6/2018	.50	
	ERV			
X	402 ARLOW, JASON	12/10/2018	.50	
	ERV relocation			
X	402 ARLOW, JASON	12/12/2018	.50	
	ERV relocation			
X	402 ARLOW, JASON	12/13/2018	.50	
	ERV Sketch			
X	402 ARLOW, JASON	12/19/2018	1.50	
	Meeting, minutes			
X	402 ARLOW, JASON	12/21/2018	.50	
	meeting			
X	402 ARLOW, JASON	1/2/2019	.50	
	Pay app 6			
X	402 ARLOW, JASON	1/3/2019	.50	
	Pay app 6			
X	402 ARLOW, JASON	1/4/2019	1.00	
	Site meeting			
X	402 ARLOW, JASON	1/9/2019	1.00	
	Progress meeting			
X	402 ARLOW, JASON	1/11/2019	1.00	
	Progress meeting			
X	402 ARLOW, JASON	1/16/2019	.50	
	RFI			
X	402 ARLOW, JASON	1/18/2019	1.00	
	Field visit			

			Total Hours
X	402 ARLOW, JASON	1/19/2019	.50
	Pay ap		
X	402 ARLOW, JASON	1/21/2019	.50
	Pay ap		
X	402 ARLOW, JASON	1/23/2019	1.00
	Progress meeting		
X	402 ARLOW, JASON	1/28/2019	1.50
	Meeting with Systemp		
X	402 ARLOW, JASON	2/1/2019	1.00
	Conference call		
Total for 402			60.50
X	544 ZAUDEL, KEVIN	9/13/2018	.50
	Roof modifications for unit placement		
X	544 ZAUDEL, KEVIN	1/22/2019	5.00
	Site visit, review of purlin/ERV framing, recommendations		
X	544 ZAUDEL, KEVIN	1/23/2019	1.50
	Purlin and ERV connection recommendation email		
X	544 ZAUDEL, KEVIN	1/29/2019	.50
	ERV follow-up		
Total for 544			7.50
X	596 CHIRCO, BRANDY	6/19/2018	2.90
	contract book, award letter		
X	596 CHIRCO, BRANDY	6/20/2018	.20
	contract book		
X	596 CHIRCO, BRANDY	7/2/2018	2.30
	submittals, contract book		
X	596 CHIRCO, BRANDY	7/6/2018	.80
	submittals		
X	596 CHIRCO, BRANDY	7/24/2018	.70
	contract book, submittals		
X	596 CHIRCO, BRANDY	7/25/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	7/27/2018	.30
	submittal		
X	596 CHIRCO, BRANDY	7/30/2018	.90
	construction issue plans		
X	596 CHIRCO, BRANDY	7/31/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/2/2018	.90
	submittals		
X	596 CHIRCO, BRANDY	8/3/2018	1.00
	submittals		
X	596 CHIRCO, BRANDY	8/8/2018	.30
	submittals		
X	596 CHIRCO, BRANDY	8/14/2018	.70
	submittals		
X	596 CHIRCO, BRANDY	8/16/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/17/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/22/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	8/30/2018	.40
	submittals		
X	596 CHIRCO, BRANDY	1/4/2019	.50
	meeting mins		
Total for 596			13.90

		Total Hours
X	681 BERGE, MATTHEW 10/11/2018	.50
	Forward plans to subcontractor	
X	681 BERGE, MATTHEW 10/30/2018	.50
	Review vent types for roof project.	
	Total for 681	1.00
	Total for UNASSIGNED	82.90
	Total for CONST ADMIN	82.90
	56 ME/ELEC DESG	
	000 UNASSIGNED	
* T	552 EDWARDS, WILLIAM 2/21/2018	.60
* T	552 EDWARDS, WILLIAM 2/21/2018	-.60
* X	552 EDWARDS, WILLIAM 10/2/2018	.30
	Lighting Rods	
* X	552 EDWARDS, WILLIAM 10/25/2018	.20
	Total for 552	.50
	Total for UNASSIGNED	.50
	Total for ME/ELEC DESG	.50
	58 STRUCTURAL	
	000 UNASSIGNED	
X	544 ZAUDEL, KEVIN 12/13/2018	1.00
	ERV support coordination	
X	544 ZAUDEL, KEVIN 12/14/2018	.50
	ERV purlin check	
	Total for 544	1.50
	Total for UNASSIGNED	1.50
	Total for STRUCTURAL	1.50
	74 GIS UPDATES	
	000 UNASSIGNED	
X	654 DOURJALIAN, ANDREW 11/28/2018	.10
	GIS Reference Map Addition	
	Total for 654	.10
	Total for UNASSIGNED	.10
	Total for GIS UPDATES	.10
	Total for Labor and Overhead	121.70
	Expenses	
	Reimbursable Expenses	
	521.00 NON-REIMB. MISC. EXP.	
	F AP 0086951 12/5/2017 / ROOFING	
	TECHNOLOGY ASSOCIATES /	
	F AP 0087441 2/13/2018 / DI CLEMENTE	
	SIEGEL DESIGN INC. /	
	Total for 521.00	
	Total for Reimbursable Expenses	
	Total for Expenses	
	Total for 02	121.70
	Phase Number: 03 BATH HOUSE BOILER - ADDITIONAL SERVICES	
	Total for	
	Labor and Overhead	
	53 CONST DOCUM	
	000 UNASSIGNED	
X	402 ARLOW, JASON 1/22/2018	1.00
	Plan review	
X	402 ARLOW, JASON 1/30/2018	.50
	Review	
X	402 ARLOW, JASON 2/2/2018	.50
	Vent review	
	Total for 402	2.00
	Total for UNASSIGNED	2.00

	Total Hours
Total for CONST DOCUM	2.00
Total for Labor and Overhead	2.00
Expenses	
Reimbursable Expenses	
521.00 NON-REIMB. MISC. EXP.	
X AP 0087715 3/27/2018 / DICLEMENTE SIEGEL DESIGN INC. / Invoice #57421	
Total for 521.00	
Total for Reimbursable Expenses	
Total for Expenses	
Total for 03	2.00
Phase Number: 04 CITY HALL HVAC STUDY	
Total for	
Labor and Overhead	
24 SECRETARIAL	
000 UNASSIGNED	
* T 391 BICKHAM, BRENDA 12/17/2018	.50
AIA Document	
* T 391 BICKHAM, BRENDA 12/17/2018	-.50
AIA Document	
Total for 391	
Total for UNASSIGNED	
Total for SECRETARIAL	
50 ARCHITECT	
000 UNASSIGNED	
X 402 ARLOW, JASON 2/27/2018	2.00
review report, talk to Bruce, Frank and DSD	
X 402 ARLOW, JASON 2/28/2018	3.00
Study review	
X 402 ARLOW, JASON 3/2/2018	2.00
mark ups on report	
X 402 ARLOW, JASON 3/3/2018	1.00
Fee adjustment	
X 402 ARLOW, JASON 3/8/2018	.50
Final report	
X 402 ARLOW, JASON 3/15/2018	.50
project summary	
Total for 402	9.00
Total for UNASSIGNED	9.00
Total for ARCHITECT	9.00
58 STRUCTURAL	
000 UNASSIGNED	
X 544 ZAUER, KEVIN 2/28/2018	.50
Unit loading request	
Total for 544	.50
Total for UNASSIGNED	.50
Total for STRUCTURAL	.50
Total for Labor and Overhead	9.50
Expenses	
Reimbursable Expenses	
521.00 NON-REIMB. MISC. EXP.	
F AP 0087884 4/24/2018 / DICLEMENTE SIEGEL DESIGN INC. /	
F AP 0088090 5/22/2018 / DICLEMENTE SIEGEL DESIGN INC. /	
F AP 0089102 10/23/2018 / DICLEMENTE SIEGEL DESIGN INC. /	
F AP 0089739 1/29/2019 / DICLEMENTE SIEGEL DESIGN INC. /	

	Total Hours
Total for 521.00	
Total for Reimbursable Expenses	
Total for Expenses	
Total for 04	9.50
Phase Number: 05 ADDITIONAL CITY HALL HVAC PER STUDY	
Total for	
Labor and Overhead	
24 SECRETARIAL	
000 UNASSIGNED	
* X 391 BICKHAM, BRENDA 5/9/2018	.50
Meeting Minutes	
Total for 391	.50
Total for UNASSIGNED	.50
Total for SECRETARIAL	.50
25 PRINTS	
000 UNASSIGNED	
* X 523 KAFLERLE, KATHLEEN 4/4/2018	1.00
Plans	
Total for 523	1.00
* X 665 ANKAWI, MICHELLE 4/4/2018	1.50
Print and Copy 8 Spec Books	
Total for 665	1.50
Total for UNASSIGNED	2.50
Total for PRINTS	2.50
26 DELIVERIES	
000 UNASSIGNED	
* X 596 CHIRCO, BRANDY 4/6/2018	2.00
plans to Grosse Pointe Woods and St. Clair Shores	
Total for 596	2.00
Total for UNASSIGNED	2.00
Total for DELIVERIES	2.00
35 CONST.DESIGN	
000 UNASSIGNED	
* X 293 LOCKWOOD, SCOTT 4/3/2018	1.00
Review issues with timing, permits	
* X 293 LOCKWOOD, SCOTT 4/4/2018	1.00
Permit issues	
* X 293 LOCKWOOD, SCOTT 4/27/2018	1.00
Review cost estimates with JA	
* X 293 LOCKWOOD, SCOTT 4/30/2018	1.00
* X 293 LOCKWOOD, SCOTT 5/1/2018	1.50
Bids with JA	
* X 293 LOCKWOOD, SCOTT 5/2/2018	1.00
Discuss bids	
* X 293 LOCKWOOD, SCOTT 5/4/2018	2.50
Review numbers and meet with JA, BS and CB	
* X 293 LOCKWOOD, SCOTT 5/7/2018	1.00
discuss project options	
* X 293 LOCKWOOD, SCOTT 5/9/2018	2.00
Discuss funding and project award	
* X 293 LOCKWOOD, SCOTT 5/14/2018	1.00
Cost review	
* X 293 LOCKWOOD, SCOTT 5/16/2018	2.00
meeting with Jason, Bruce and Cathy to review costs	
Total for 293	15.00
Total for UNASSIGNED	15.00
Total for CONST.DESIGN	15.00

	Total Hours
37 SPECIFICATIONS	
000 UNASSIGNED	
* X 442 VIGNERON, MICHAEL 4/3/2018	.50
Post to MITN	
* X 442 VIGNERON, MICHAEL 4/18/2018	.20
Post Addendum No. 1	
* X 442 VIGNERON, MICHAEL 4/19/2018	.20
Post Addendum No. 2	
* X 442 VIGNERON, MICHAEL 4/20/2018	.20
Post Addendum No. 3	
Total for 442	1.10
Total for UNASSIGNED	1.10
Total for SPECIFICATIONS	1.10
50 ARCHITECT	
000 UNASSIGNED	
* X 402 ARLOW, JASON 1/12/2018	2.50
DPW addition, site visit, field measure, sketch	
* X 402 ARLOW, JASON 1/15/2018	2.50
Review roof quotes for activities building, letter to city, DPW addition estimate	
Total for 402	5.00
Total for UNASSIGNED	5.00
Total for ARCHITECT	5.00
53 CONST DOCUM	
000 UNASSIGNED	
* X 402 ARLOW, JASON 4/3/2018	1.00
Final review	
* X 402 ARLOW, JASON 4/10/2018	2.00
Pre bid	
* X 402 ARLOW, JASON 5/1/2018	1.50
bid opening	
* X 402 ARLOW, JASON 5/4/2018	2.50
Review bids, Bond meeting	
* X 402 ARLOW, JASON 5/8/2018	3.50
Meeting prep, contractor interview, notes	
* X 402 ARLOW, JASON 5/9/2018	.50
Bid review	
* X 402 ARLOW, JASON 5/10/2018	.50
DPW roof, cost savings	
* X 402 ARLOW, JASON 5/11/2018	.50
letter of award	
* X 402 ARLOW, JASON 5/15/2018	1.00
Revise letter	
* X 402 ARLOW, JASON 5/16/2018	.50
Police garage roof letter and bid review	
Total for 402	13.50
* X 596 CHIRCO, BRANDY 4/2/2018	6.30
updates to all plans	
* X 596 CHIRCO, BRANDY 4/3/2018	2.30
specifications, updates to plans	
* X 596 CHIRCO, BRANDY 4/10/2018	.20
addendum 1	
* X 596 CHIRCO, BRANDY 4/12/2018	.10
addendum 1	
* X 596 CHIRCO, BRANDY 4/13/2018	.50
addendum 1	
* X 596 CHIRCO, BRANDY 4/16/2018	.50
addendum 1	

Project Detail - JTD			Job-to-Date through 3/8/2019	Monday, February 11, 2019 11:09:29 AM
			Total Hours	
* X	596 CHIRCO, BRANDY	4/17/2018	1.20	
	addendum 1			
* X	596 CHIRCO, BRANDY	4/18/2018	.90	
	addendum 1			
* X	596 CHIRCO, BRANDY	4/19/2018	.50	
	addendum 2			
* X	596 CHIRCO, BRANDY	4/20/2018	.70	
	addendum 3			
* X	596 CHIRCO, BRANDY	4/23/2018	.20	
	answering bidder questions			
* X	596 CHIRCO, BRANDY	4/30/2018	.70	
	area and perimeter of roof			
* X	596 CHIRCO, BRANDY	5/2/2018	.70	
	bid tab			
* X	596 CHIRCO, BRANDY	5/8/2018	1.00	
	interview prep			
Total for 596			15.80	
* X	681 BERGE, MATTHEW	4/2/2018	.50	
	Review project specifications			
* X	681 BERGE, MATTHEW	4/3/2018	2.00	
	Review specs and drawings			
* X	681 BERGE, MATTHEW	4/4/2018	1.00	
	Print permit sets and prepare letters of transmittal.			
* X	681 BERGE, MATTHEW	4/5/2018	.50	
	Compile and distribute permit sets.			
Total for 681			4.00	
Total for UNASSIGNED			33.30	
Total for CONST DOCUM			33.30	
54 BIDDING				
000 UNASSIGNED				
* X	402 ARLOW, JASON	4/16/2018	1.00	
	Questions, addendum			
* X	402 ARLOW, JASON	4/17/2018	1.00	
	Addendum questions			
* X	402 ARLOW, JASON	4/19/2018	1.00	
	RFI, addendum			
* X	402 ARLOW, JASON	4/20/2018	.50	
	RFI, addendum			
Total for 402			3.50	
* X	681 BERGE, MATTHEW	4/18/2018	2.00	
	Compile addendum 1 documents			
Total for 681			2.00	
Total for UNASSIGNED			5.50	
Total for BIDDING			5.50	
56 ME/ELEC DESG				
000 UNASSIGNED				
* T	552 EDWARDS, WILLIAM	10/2/2018	.30	
	Lighting Rods			
* T	552 EDWARDS, WILLIAM	10/2/2018	-.30	
	Lighting Rods			
* T	552 EDWARDS, WILLIAM	10/25/2018	.20	
* T	552 EDWARDS, WILLIAM	10/25/2018	-.20	
Total for 552				
Total for UNASSIGNED				
Total for ME/ELEC DESG				
Total for Labor and Overhead			64.90	

**Total
Hours**

Expenses**Reimbursable Expenses****521.00 NON-REIMB. MISC. EXP.**F AP 0088629 8/14/2018 / DICLEMENTE
SIEGEL DESIGN INC. /F AP 0088896 9/25/2018 / DICLEMENTE
SIEGEL DESIGN INC. /**Total for 521.00****Total for Reimbursable Expenses****Total for Expenses**

Total for 05 64.90

Phase Number: 06 SMOKE CONTROL SYSTEM

Total for

Total for 06

Total for 0160-0395-0 539.20

Final Totals 539.20

RECEIVED

MAR - 8 2019



ANDERSON, ECKSTEIN & WESTRICK
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

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

February 26, 2019

Project No: 0160-0290-0

Invoice No: 0121013

Project 0160-0290-0 GENERAL ENGINEERING

FOR: GENERAL ENGINEERING.

Professional Services from January 7, 2019 to February 3, 2019

Professional Personnel

PD 18-44649
 101.444.818.000 \$566.30
 101.444.818-000 \$1432.25
 3/8/2019

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	4.00	103.00	412.00
2019 Budget			
LOCKWOOD, SCOTT	1.50	103.00	154.50
General engineering			
LOCKWOOD, SCOTT	3.50	103.00	360.50
Infrastructure Budget			
LOCKWOOD, SCOTT	2.50	103.00	257.50
Infrastructure budget review			
LOCKWOOD, SCOTT	2.00	103.00	206.00
Project Budgets			
STRUCTURAL			
SENIOR PROJECT ENGINEER			
ZAUEL, KEVIN	5.50	103.00	566.50
DPW temp enclosure retrofit estimates			
GENERAL			
GRADUATE ENG/SUR/ARC			
WILBERDING, ROSS	.50	83.50	41.75
Looking for and updating Maintenance District Map PDF			
Totals	19.50		1,998.75
Total Labor			1,998.75

Billing Limits	Current	Prior	To-Date
Total Billings	1,998.75	8,572.30	10,571.05
Limit			15,000.00
Remaining			4,428.95

Total this Invoice \$1,998.75

Outstanding Invoices

Number	Date	Balance
0120714	1/30/2019	2,420.25
Total		2,420.25



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

RECEIVED

MAR - 8 2019

INVOICE

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

February 26, 2019

Project No: 0160-0364-0

Invoice No: 0121014

Project 0160-0364-0

SAW GRANT-WASTEWATER ASSET MGT PLAN

Professional Services from January 7, 2019 to February 3, 2019

Professional Personnel

	Hours	Rate	Amount
CONTRACT ADMINISTRATION			
GRADUATE ENG/SUR/ARC			
MARCUS, PATRICK	1.00	83.50	83.50
Create estimate for open cut repair at Cook and Chalfonte			
MARCUS, PATRICK	1.00	83.50	83.50
Track project based off of field data from contractor			
MARCUS, PATRICK	2.00	83.50	167.00
Tracking SAW project			
MARCUS, PATRICK	1.00	83.50	83.50
Update tracking plans and tracking work schedule			
TEAM LEADER			
VARICALLI, FRANK	4.00	83.50	334.00
VARICALLI, FRANK	2.00	83.50	167.00
proj.co-ord.dis.w/contr.			
ENGINEERING AIDE TRAINEE			
ANKAWI, MICHELLE	.50	40.50	20.25
Scanned and emailed Contract Mod 1 to FDV city needed a copy for their records			
GIS UPDATES			
ENGINEERING AIDE III			
DOURJALIAN, ANDREW	23.30	70.00	1,631.00
AB Updates			
DOURJALIAN, ANDREW	5.00	70.00	350.00
Created PACP Map			
DOURJALIAN, ANDREW	1.00	70.00	70.00
Updated Data from Inspection			
CCTV REVIEW			
ENGINEERING AIDE I			
ANDERSON, KEVIN	1.30	56.00	72.80
CCTV review			
ANDERSON, KEVIN	.50	56.00	28.00
Setting up Project Management Plan			
Totals	42.60		3,090.55
Total Labor			3,090.55
Total this Invoice			\$3,090.55

Project	0160-0364-0	SAW GRANT-WASTEWATER ASSET MGT PLAN	Invoice	0121014
---------	-------------	-------------------------------------	---------	---------

Outstanding Invoices

Number	Date	Balance
0120715	1/30/2019	2,778.45
Total		2,778.45



ANDERSON, ECKSTEIN & WEST
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

RECEIVED

MAR - 8 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

INVOICE

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

February 26, 2019

Project No: 0160-0376-2

Invoice No: 0121015

Project 0160-0376-2 GAS MAIN CONSTRUCTION OVERSIGHT

Professional Services from January 7, 2019 to February 3, 2019

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER			
LOCKWOOD, SCOTT	.50	103.00	51.50
LOCKWOOD, SCOTT	1.50	103.00	154.50
Update meeting and minutes			
Totals	2.00		206.00
Total Labor			206.00

Billing Limits	Current	Prior	To-Date
Total Billings	206.00	146,931.00	147,137.00
Limit			150,000.00
Remaining			2,863.00
Total this Invoice			\$206.00

Outstanding Invoices

Number	Date	Balance
0120716	1/30/2019	112.00
Total		112.00

PO 17-4419

101-000-285.530

Abel

3/8/2019

FS

Free Smith 3/8/19

RECEIVED

MAR - 8 2019



ANDERSON, ECKSTEIN & WEBSTER, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

February 26, 2019

Project No: 0160-0399-0

Invoice No: 0121016

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

PO 18-44857
 592-537-978-300
 3/8/19 *abraham*

Project 0160-0399-0 2018 WATERMAIN CAPITAL IMPROVEMENT
 PURCHASE ORDER #18-44857 - \$162,500.00
 PURCHASE ORDER #18-44974 - \$36,635.00
 PURCHASE ORDER #18-44717 - \$85,500.00

Professional Services from January 7, 2019 to February 3, 2019

Professional Personnel

	Hours	Rate	Amount
RECORD PLANS			
ENGINEERING AIDE III			
PASAMBA, ARMANDO	1.50	70.00	105.00
assist Bob Weeks for as-built			
PASAMBA, ARMANDO	1.00	70.00	70.00
assist Bob Weeks for as-built			
ENGINEERING AIDE II			
WEEKS, ROBERT	14.50	62.00	899.00
AS BUILTS			
PRELIMINARY ENGINEERING			
GRADUATE ENG/SUR/ARC			
WILBERDING, ROSS	.50	83.50	41.75
Revised cover, sending additional sheets for DEQ			
CONTRACT ADMINISTRATION			
ENGINEERING AIDE III			
BARNES, JOYCE	1.80	70.00	126.00
FM drawings to Cadd			
BARNES, JOYCE	2.50	70.00	175.00
Purge inspectors IDR's in binders			
BARNES, JOYCE	1.50	70.00	105.00
Review and set-up project for inspection			
BARNES, JOYCE	.80	70.00	56.00
review joints for payment			
ENGINEERING AIDE TRAINEE			
ANKAWI, MICHELLE	.50	40.50	20.25
Completed the As-Built Link and emailed to SPL, re-filed all paperwork			
ANKAWI, MICHELLE	.50	40.50	20.25
G2 Invoices			
CONSTRUCTION OBSERVATION			
TEAM LEADER			
SMITH, BRADLEY	.50	83.50	41.75

Project	0160-0399-0	2018 WATERMAIN CAPITAL IMPROVEMENT	Invoice	0121016
---------	-------------	------------------------------------	---------	---------

oversight, followup, paperwork submittals				
SMITH, BRADLEY	2.00	83.50	167.00	
as-built setup, questions and concerns.				
SMITH, BRADLEY	1.00	83.50	83.50	
G2 invoice and report review				
Totals	28.60		1,910.50	
Total Labor				1,910.50

Reimbursable Expenses

REIMB. MISC. EXPENSE				
1/15/2019 WAYNE COUNTY	PERMIT PLAN REVIEW FEE (SESC)	75.00		
Total Reimbursables		75.00		75.00

Billing Limits

	Current	Prior	To-Date
Total Billings	1,985.50	214,461.97	216,447.47
Limit			284,635.00
Remaining			68,187.53

Total this Invoice \$1,985.50

Outstanding Invoices

Number	Date	Balance
0120717	1/30/2019	5,685.00
Total		5,685.00

ANDERSON, ECKSTEIN AND WESTRICK, INC.

CHECK REQUEST FORM

DATE: 1/3/19

PAYABLE TO: Wayne County

ADDRESS: Wayne County DPS - Land Management Division
3600 Commerce Ct Building E
Wayne, MI 48184

AMOUNT: \$ 75.00

REASON: Permit Plan Review Fee (SESL)

PROJECT # REIMBURSABLE TO: 0160-0399

REQUESTED BY: Ross Wilberdy

APPROVED BY: 
Supervisor's Signature

SPECIAL REQUEST: _____

DATE CHECK NEEDED BY: _____

RECEIVED

MAR - 8 2019



ANDERSON, ECKSTEIN & WESTRICK, INC.
CIVIL ENGINEERS SURVEYORS ARCHITECTS
51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
www.aewinc.com p(586)726-1234

INVOICE

February 26, 2019

Project No: 0160-0407-0

Invoice No: 0121018

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

Project 0160-0407-0 2018 ROAD PROGRAM

PURCHASE ORDER #18-44856

Professional Services from January 7, 2019 to February 3, 2019Professional Personnel

	Hours	Rate	Amount
RECORD PLANS			
ENGINEERING AIDE II			
WEEKS, ROBERT	7.50	62.00	465.00
AS BUILTS			
CONTRACT ADMINISTRATION			
TEAM LEADER			
SMITH, BRADLEY	2.00	83.50	167.00
as-builts			
ENGINEERING AIDE TRAINEE			
ANKAWI, MICHELLE	.50	40.50	20.25
Exported Field Manager read only File for contractor and emailed			
ANKAWI, MICHELLE	.50	40.50	20.25
Generate Draft Estimate and gave to SPL			
ANKAWI, MICHELLE	.50	40.50	20.25
Gave update to contractor on status od project			
ANKAWI, MICHELLE	1.00	40.50	40.50
Generated Estimate, Created Cover letter, scanned, emailed, updated spreadsheet and filed			
CONSTRUCTION OBSERVATION			
ENGINEERING AIDE III			
BARNES, JOYCE	1.50	70.00	105.00
Review and set-up project for inspection			
Totals	13.50		838.25
Total Labor			838.25
Billing Limits	Current	Prior	To-Date
Total Billings	838.25	179,726.78	180,565.03
Limit			302,111.61
Remaining			121,546.58
Total this Invoice			\$838.25

Outstanding Invoices

Number	Date	Balance
0119437	10/11/2018	13,367.65
0120719	1/30/2019	206.75
Total		13,574.40

RECEIVED

MAR - 8 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

February 26, 2019

Project No: 0160-0408-0

Invoice No: 0121019

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

Project 0160-0408-0 VERNIER RD RESURFACING - FAIRWAY TO ECL

Professional Services from January 7, 2019 to February 3, 2019**Fee**

Construction Cost	1,300,000.00
Fee Percentage	6.00
Total Fee	78,000.00

Percent Complete	90.00	Total Earned	70,200.00
		Previous Fee Billing	62,400.00
		Current Fee Billing	7,800.00
		Total Fee	7,800.00
		Total this Invoice	\$7,800.00

Outstanding Invoices

Number	Date	Balance
0120720	1/30/2019	225.00
Total		225.00

INCLUDE PROJECT DETAIL REPORT

PO 18-44717

592-537-978-300

3/8/19

A. Eckstein

FS

Vernier Road Resurfacing- Fairway to East City Limit
AEW Project No. 0160-0408
Summary of Time Spent for Design, Specification, Bidding
and Subconsultant Fees

Name	Hours	Description
ALLEGOET, JEFFREY	36.5	Topo, design and drafting
AMEY, CRAIG	7	Survey
BARNES, JOYCE	6.5	Design
BICKHAM, BRENDA	8	Contract document prep
DOURJALIAN, ANDREW	0.1	GIS
EBERLE, JOSEPH	84.2	Traffic Design
GAYESKI JR., JOSEPH	37.5	Survey
HENNINGS, NANCY	34.2	Plan Drafting
KAFERLE, KATHLEEN	1	Contract document prep
LEIDEKER, GARY	63.5	Plan Drafting
LEONARD, MICHAEL	35.3	Survey
LOCKWOOD, SCOTT	32.5	Project oversight, design
MARCUS, PATRICK	1	Sewer review
SCHWARTZ, JOSEPH	34	Survey
SEIDEL, KYLE	0.6	Design
SOPCZYNSKI, MICHAEL	13.5	Drafting
TRUAX, MICHAEL	2	Survey Oversight
VIGNERON, MICHAEL	80.5	Project oversight and design
KAFERLE, JARED	0.6	Contract document prep
KEKHWA, DANNY	170.7	Design
WILBERDING, ROSS	19.5	Design
	668.7	

SUBCONSULTANTS

Amount	Description
4450	G2 CONSULTING GROUP, LLC
700	TRAFFIC DATA COLLECTION, LLC
5150	

RECEIVED

MAR - 8 2019



ANDERSON, ECKSTEIN & WESTRICK, INC.
 CIVIL ENGINEERS SURVEYORS ARCHITECTS
 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315
 www.aewinc.com p(586)726-1234

INVOICE

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

February 26, 2019

Project No: 0160-0410-0

Invoice No: 0121020

Project 0160-0410-0 2018-2019 GIS MAINTENANCE

Professional Services from January 7, 2019 to February 3, 2019

Professional Personnel

	Hours	Rate	Amount
RESEARCH/REVIEW			
PRINCIPAL ENGINEER	1.00	103.00	103.00
DATABASE			
GRADUATE ENG/SUR/ARC	1.50	83.50	125.25
GIS UPDATES			
ENGINEERING AIDE III	9.20	70.00	644.00
Totals	11.70		872.25
Total Labor			872.25

Billing Limits	Current	Prior	To-Date
Total Billings	872.25	2,603.70	3,475.95
Limit			21,000.00
Remaining			17,524.05
Total this Invoice			\$872.25

Outstanding Invoices

Number	Date	Balance
0120721	1/30/2019	185.80
Total		185.80

PD 17-44040

592-537-977.000

3/8/19

C. Schreier

FS

RECEIVED

MAR 11 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

Hallahan & Associates, P.C.

Attorneys at Law
1750 S. Telegraph Road, Suite 202
Bloomfield Hills, Michigan 48302-0179
(248) 731-3089

101-210-801.310

03/08/2019

C. Dehres
3/11/19

105

Email

March 5, 2019

City of Grosse Pointe Woods
c/o WCA Assessing
Aaron P. Powers, MMAO, Managing Director
38110 Executive
Westland, MI 48185

Please include Invoice No.
with your payment

Invoice No. 16171

\$3,508.42

Professional services rendered through February 28, 2019

DRSN Real Estate GP LLC - 17-001117

02/04/19 SAO Review email from Tribunal regarding conference call; conference call with the Tribunal and opposing counsel; email appraiser.

Hours Amount

0.50 77.27

Subtotal:

0.50 77.27

Subtotal of charges

\$77.27

Professional services rendered

0.50 \$77.27

Timekeeper Summary

Name

Seth A. O'Loughlin

Hours Rate

0.50 154.53

Previous balance

\$25,424.69

Accounts receivable transactions

2/15/2019 Payment received from WCA Assessing. Check No. 13439.

(\$21,993.54)

Total payments and adjustments

(\$21,993.54)

AMOUNT DUE

~~\$3,508.42~~

\$ 77.27

(13)

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

RECEIVED

MAR - 8 2019

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

10E

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
Attention: City Manager

FEDERAL I.D. 38-1996878

March 01, 2019
Client: 000896
Matter: 000000
Invoice #: 115943

REGARDING: GENERAL MATTERS

For professional services rendered and expenses incurred relative
to the above matter:

TOTAL

\$346.85

101-210-810.000

3/8/2019

cc: hess

[Signature]
3/8/19

KELLER THOMA
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW
26555 EVERGREEN
SUITE 1240
SOUTHFIELD, MICHIGAN 48076
313.965.7610
FAX 313.965.4480
www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attention: City Manager

March 01, 2019

Client: 000896

Matter: 000000

Invoice #: 115943

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through February 28, 2019

DATE	ATTY	DESCRIPTION	HOURS
2/15/2019	TLF	Telephone conference with Ms. Behrens regarding status of workers' compensation payments to retired police officer; telephone call from Mr. Smith regarding personnel matter.	0.50
2/19/2019	GPK	Telephone call from client regarding pending negotiations.	0.25
2/21/2019	GPK	Attention to review of documents and telephone call from Mr. Kosanke regarding job posting issues.	0.50
2/25/2019	KEJ	Attention to telephone conversation with Cathy Behrens regarding military leave.	0.25
2/27/2019	GPK	Attention to review of Social Security Number Policy.	0.50
Total Services			\$346.25

ATTORNEY	HOURS	RATE	AMOUNT
TLF THOMAS L. FLEURY	0.50	\$175.00	\$87.50
KEJ KATHRYN E. JONES	0.25	\$160.00	\$40.00
GPK GARY P. KING	1.25	\$175.00	\$218.75

KELLER THOMA
A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

Attention: City Manager

March 01, 2019
Client: 000896
Matter: 000000
Invoice #: 115943

Page: 2

RE: GENERAL MATTERS

DISBURSEMENTS

2/7/2019	Document Reproduction	\$0.60
		<hr/>
Total Disbursements		\$0.60

Total Amount Due

\$346.85

10F

DON R. BERSCHBACK
ATTORNEY AND COUNSELOR AT LAW
24058 JEFFERSON AVENUE
ST. CLAIR SHORES, MICHIGAN 48080-1530

(588) 777-0400
 FAX (588) 777-0430
 E-MAIL donberschback@yahoo.com
 February 27, 2019

OF COUNSEL
CHARLES T. BERSCHBACK

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

RE: February 2019 Billing/DRB

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
2.1.19	Emails regarding Employee Handbook (.25); attention to FOIA and miscellaneous letters, emails and TCs (.50)	0.75
2.11.19	Personnel issues, meeting with appointed officials (1.25)	1.25
2.12.19	Work on outside litigation cases and report (.50);	0.50
2.14.19	Work on EEOC complaint (.25); FOIA (.25)	0.50
2.15.19	Review of Court cases (.50); follow up on citizen's complaint (.25)	0.75
2.18.19	TCs on all Court cases with victims, etc. (.50); TC with attorney on litigation matter (.25)	0.75
2.20.19	Municipal Court (2.25); warrant review and meeting with Detectives on cases (.75); review of bankruptcy filing (.25)	3.25
2.25.19	Follow up on Court cases (.25); all emails, letter correspondence and TCs on miscellaneous City matters (1.00)	1.25
2.26.19	FOIA (.25); Employee Handbook work (.50); citizen complaint work (.25)	1.00

DRB = 10.00 hours x \$170.00

TOTAL: \$ 1,700.00

Breakdown

General	7.00 hours
Municipal Court	3.00 hours
Bldg/Planning Comm.	0.00 hours
MTT	0.00 hours

TC - Telephone
 CTB - Charles T. Berschback
 DRB - Don R. Berschback
 BS - Bruce Smith
 GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority
 SEMSD - Southeast Macomb Sanitary District

LKH - Lisa K. Hathaway
 CC - City Council
 PC - Planning Commission
 FS - Frank Schulte

General	101-210-801.000	\$ 1,190
Municipal Court	101-210-801.100	\$ 510
		<u>\$ 1,700</u>

MTT - Michigan Tax Tribunal

2/28/2019

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

February 27, 2019

CHARLES T. BERSCHBACK

DON R. BERSCHBACK
OF COUNSEL

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

RE: February Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
1.30.19	All calls and follow up with Municipal Court, TC LH, TC GT (p.m.) (.25)	0.25
1.31.19	Meeting with BS, GT (1.00); attendance in Grosse Pointe City for Grosse Pointe Woods Municipal Court case, finalized case (1.00); work on marijuana ordinance (1.50); TCs LH on agenda items (.25)	3.75
2.1.19	TC GT; TC Municipal Court victim (.25); work on marijuana ordinance; TCs city attorneys (1.00); work on fireworks ordinance, letter to M/C (1.25); call on LCC issue, review of archived files (.75)	3.25
2.2.19	TCs JK and review of license agreement (.50); work on fireworks ordinance revisions (.25); Home Rule City Act, OMA, Zoning (1.00)	1.75
2.4.19	Review of Council packet, research on pending issues, TCs BN, LH, GT (1.50); work on fireworks ordinance amendment (.25); meeting with LH re: LCC, meeting with GT, TC JK (1.25); review of Municipal Court docket, prep for bench trial, call with witnesses (1.25); attendance at Council meeting (1.00)	5.25
2.5.19	TCs, work on refuse vendor ordinance (1.00); work on Provencal Road file (2.50); review of fence ordinance (.25); prep for Municipal Court, calls, etc. (.25)	4.00
2.6.19	Municipal Court a.m. docket and follow up (2.50); meetings with LH, CB, GT (.50); work on Provencal Road file (.25); reply to emails from LH on Lot Split and recodification, review of files (.25)	3.50
2.7.19	TC LH, revisions to refuse ordinance (1.00)	1.00
2.8.19	Continued work on refuse ordinance, TC LH (.50); review of other LCC ordinances (.50); continued work on Provencal Road (.50); TCs GT (.25)	1.75

2.9.19	Research and reply brief for motion to dismiss in Municipal Court criminal case; call with victim (1.50); review of COW packet (.25)	1.75
2.11.19	Finalized motion to dismiss, review of text messages, draft of amended criminal complaint (.50); work on Kroger SDM Special Land Use (SLU) request; draft of letter to Kroger attorney, TC GT and LH (1.50); work on SBC file, continued research (1.00); attendance at COW (2.50)	5.50
2.12.19	Finalize Municipal Court Brief and amended complaint (.50); work on Fireworks Ordinance (1.00); work on Refuse Ordinance (.50); TCs GT on various issues, review of Randazzo ticket (.25); work on Kroger LCC procedure letter (1.00)	3.25
2.13.19	Work on Vendor Ordinance (2.00)	2.00
2.14.19	Call and emails with LH, additional revisions to Vendor Ordinance (.75)	0.75
2.15.19	Work on SBC file (.25)	0.25
2.16.19	Work on Vendor Ordinance, research	0.25
2.19.19	TCs Municipal Court (.25)	0.25
2.25.19	Review of Ordinances and agenda, TCs (.25); meeting with defense attorney on DV case, TC complaining witness (.50); attendance at Council meeting (1.50)	2.25
2.26.19	Review of Municipal Court docket, TCs with witnesses and attorney (1.50); continued work on refuse vendor ordinance (1.00); review of Vernier Road Contract (.50)	3.00
2.27.19	Attendance at Municipal Court and follow up (3.50)	3.50

CTB = 47.25 hours at \$150.00 per hour

TOTAL DUE:

\$7,087.50

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

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	33.25 hours
Municipal Court	14.00 hours
Building/Planning Commission	0.00 hours
Tax Tribunal	0.00 hours

General	101-210-801.000	\$ 4,987.50
Municipal Court	101-210-801.100	\$ 2,100.00
		<u>\$ 7,087.50</u>

C. Behrens