

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**Regular City Council Meeting Agenda**  
**Monday, June 5, 2017**  
**7:30 p.m.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA
  
6. PRESENTATION
  - A. Tree City USA
  
7. MINUTES
  - A. City Council 05/15/17
  - B. Committee-of-the-Whole 05/15/17, w/recommendation:
    1. Contract renewal – Wide Open West (WOW)
  - C. Planning Commission 03/28/17, w/recommendation:
    1. Ordinance Amendment – Sec. 32-13, Wall Signs
    2. Proposed Ordinance
    3. City Council Excerpt 01/09/17
  - D. Beautification Advisory Commission 04/12/17
  - E. Historical Commission 04/13/17
  - F. Citizen’s Recreation Commission 02/14/17, 03/13/17, 04/11/17
  - G. Compensation & Evaluation Committee 05/01/17
  
8. PUBLIC HEARING
  - A. Fence Variance: Nancy Silveri, 1039 Hawthorne
    1. Letter 04/07/17 – Nancy Silveri
    2. Letter 10/31/16 – Nancy Silveri
    3. Memo 05/24/17 – Building Official
    4. Photos (4)
    5. Application for Fence Zoning Compliance Permit 04/03/17
    6. Certificate of Survey 08/25/03
    7. Job Sketch 09/14/16 – Kimberly Fence
    8. Proposal/Contract 09/14/16 – Kimberly Fence
    9. PostMaster brochure
    10. Photo (1)
    11. Memo 04/28/17 – Director of Public Services
    12. Affidavit of Property Owners Notified
    13. Aerial Views (3)
  
9. COMMUNICATIONS
  - A. Request to be Heard Regarding Section D (Immediate Road Program)
    1. Email 05/18/17 – Marlin Stewart
    2. Pavement Inventory – Section D
  
  - B. 2017/18 Budget Amendments
    1. Memo 06/05/17 – City Administrator - Treasurer/Comptroller
    2. Revised Budget Sheets (Green)

- C. FY 2017/18 Road Debt Budget
    - 1. Memo 05/29/17 – Treasurer/Comptroller
    - 2. FY 2017/18 Budget Worksheet – Road Construction Debt
    - 3. FY 2017/18 Budget Revenue – Road Construction Debt
    - 4. 2015 GO Road Construction Bonds – Issue #1
    - 5. 2017 GO Road Construction Bonds – Issue #2
  - D. Unpaid Invoices
    - 1. Memo 05/29/17 – Treasurer/Comptroller
    - 2. Appendix A
  - E. Applications for Permit/License to Solicit
    - 1. Application 04/26/17 – Lori Rankin, Comcast Cable
    - 2. Application 05/16/17 – John Case, Edward Jones
  - F. Resignation – Senior Commission
    - 1. Email 05/15/17 – Anne Marie Gattari
  - G. Legal Proceedings: Laura Kapuscinski vs City of Grosse Pointe Woods
    - 1. Summons and Complaint 05/16/17
  - 10. BIDS/PROPOSALS/  
CONTRACTS
    - A. Contract: Activities Building Carpet
      - 1. Memo 05/22/17 – Director of Public Services
      - 2. Certificate of Liability Insurance
      - 3. City Council Excerpt 04/03/17
    - B. Agreements: Fiber Internet Service, WAN, and Phones
      - 1. Committee-of-the-Whole Excerpt 05/15/17
      - 2. Memo 04/27/17 – I.T. Manager
      - 3. Business Service Order WOW! Business – City Hall
      - 4. WOW! Business Customer Service Agreement
      - 5. Business Service Order WOW! Business – DPW
      - 6. WOW! Business Customer Service Agreement
      - 7. Business Service Order WWO! Business – Lake Front Park
      - 8. WOW! Business Customer Service Agreement
    - C. Contract: Trucking Services
      - 1. Memo 05/10/17 – Director of Public Services
      - 2. Letter 05/09/17 – S. Grosso, Grosso Trucking
      - 3. Grosso Trucking & Supply Co. Agreement
      - 4. Certificate of Liability Insurance
    - D. Contract: Plante Moran Audit/Budget Amendment
      - 1. Committee-of-the-Whole Excerpt 05/08/17
      - 2. Memo 06/05/17 – City Administrator-Treasurer/Comptroller
      - 3. Email 05/17/17 – City Attorney
      - 4. Engagement Letter 05/18/17 - City
      - 5. Professional Services Agreement – City
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6. Engagement Letter 05/18/17 – Municipal Court
7. Professional Services Agreement – Municipal Court

- E. Contract: Worker's Compensation Services
  1. Memo 05/29/17 – Treasurer/Comptroller
  2. Email 05/24/17 – City Attorney
  3. First Amendment to the Service Contract – York Risk Services Group, Inc. (CMI)
  4. Exhibit A
  5. Service Contract Specific Conditions
  6. Service Contract Addendum No. 1 – Medicare Claim Reporting
- F. Contract: 2017/18 Road Salt
  1. Memo 05/19/17 – Director of Public Services
  2. Certificate of Liability Insurance
  3. Email 05/24/17 – City Attorney
  4. Letter Hays Companies
  5. MITN Cooperative Bid Contract – Rock Salt for Ice Control Addendum #2 – 03/30/17
  6. MITN Cooperative Bid Contract – Rock Salt for Ice Control Addendum #1 – 03/29/17
  7. Invitation to Bid 04/12/17 – Rock Salt for Ice Control

11. PROCLAMATION

- A. Eleanor Russell – 100<sup>th</sup> Birthday

12. RESOLUTIONS

- A. Commit Fund Balance
  1. Memo 06/05/17 – Treasurer/Comptroller
- B. Policy – Water Bill Penalty Waiver
  1. Water Bill Penalty Waiver Policy
  2. Proposed Resolution
  3. Letter 04/25/17 – City Attorney
- C. Capital Improvement Bond
  1. Committee-of-the-Whole Excerpts 04/24/17, 05/01/17
  2. Memo 06/05/17 – City Administrator/Treasurer-Comptroller
  3. Capital Improvement Bond Project List
  4. Notice of Intent Resolution – Capital Improvement Bonds
  5. Exhibit A
  6. Procedure Outline to Issue Capital Improvement Bonds

13. ORDINANCE

- A. FIRST READING: AN ORDINANCE AMENDING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, STATE VEHICLE CODE, BY ADDING SEC. 42-111 AND SEC. 42-112, TO ALLOW FOR MUNICIPAL ENFORCEMENT OF CERTAIN STATE LAWS AS SPECIFICALLY AUTHORIZED BY STATE STATUTE, SPECIFICALLY DRIVING, WITHOUT INSURANCE AND DRIVING WHILE LICENSE SUSPENDED 2<sup>ND</sup> AND SUBSEQUENT OFFENSES
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1. Letter 05/24/17 – City Attorney
  2. Proposed Ordinance
14. CLAIMS/ACCOUNTS
- A. Labor Attorneys
    1. Keller Thoma 05/01/17 Invoice #112073
  - B. Insurance Claim – Park Maintenance Building Fire
    1. Serve Pro – Invoice #5271507
  - C. City Attorneys
    1. Donald R. Berschback
    2. Charles T. Berschback
15. NEW BUSINESS/PUBLIC COMMENT
16. 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><b>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</b></p>
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COUNCIL  
05-15-17 - 67

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MAY 15, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:30 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke  
Council members: Bryant, Koester, McConaghy, Shetler  
Absent: Granger, Ketels

Also Present: City Administrator Smith  
City Attorney Chip Berschback  
Treasurer/Comptroller Behrens  
City Clerk Hathaway  
Director of Public Safety Kosanke  
Director of Public Services Schulte

Motion by Bryant, seconded by Shetler, that Council Members Granger and Ketels be excused from tonight's meeting.

Motion carried by the following vote:

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

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

The following Commission members were in attendance:

George McMullen, Board of Review/Local Officers Compensation Commission  
Jennifer Hess, Beautification Commission

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



Motion carried by the following vote:

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

The Mayor took Item No. 11A out of order, and issued and presented a Proclamation to Frank Hamilton, in recognition of the Original Pancake House celebrating 55 years in business on Mack Avenue.

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

1. City Council Minutes dated May 1, 2017.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, that the Committee-of-the-Whole minutes dated May 1, 2017, be approved as corrected.

Motion carried by the following vote:

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

Hearing no objections, action on the contract for **auditing services – Plante & Moran PLLC** was postponed until the City Council meeting on June 5, 2017.

Motion carried by the following vote:

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

Motion by Koester, seconded by Shetler, regarding **lot split – City Hall/Ghesquiere Park**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting held May 8, 2017, and approve the lot split as presented by Kem-Tec & Associates in the Boundary Split Survey dated April 24, 2017.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole minutes dated May 8, 2017.

Motion carried by the following vote:

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

THE MEETING WAS THEREUPON OPENED AT 7:41 P.M. FOR A PUBLIC HEARING ON THE 2017/18 PROPOSED BUDGET.

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

1. Memo 05/08/17 – City Administrator - Treasurer/Comptroller
2. 2017/18 Proposed Budget Summary
3. Resolution
4. Affidavit of Legal Publication

The Treasurer/Comptroller provided an overview of the proposed 2017/18 budget, and she distributed her corrected memo dated May 8, 2017.

The Chair asked if anyone from the audience wished to speak in favor of the proposed budget. The following individual was heard:



George McMullen  
1382 Hollywood

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

Motion by Bryant, seconded by Shetler, that the public hearing be closed at 7:46 p.m.  
PASSED UNANIMOUSLY.

Motion by McConaghy, seconded by Koester, that the City Council concur with the recommendation of the Committee-of-the-Whole on May 1, 2017, and adopt the following resolution:

CITY OF GROSSE POINTE WOODS  
BUDGET AND APPROPRIATION RESOLUTION

WHEREAS, a public notice has been previously given, as required by City Charter and State of Michigan Public Act 5 of 1982, that a public hearing would be held at 7:30 p.m. on Monday, May 15, 2017, for the purpose of receiving comments on the proposed 2017-18 City Budget and the intent to levy Property Tax Revenues within the said City of Grosse Pointe Woods; and;

WHEREAS, a full and final public hearing has been held on proposed 2017-18 City Budget, and the proposed Increase in Property Taxes, it is therefore the opinion and judgment of Council that the aforesaid proposed 2017-18 City Budget is in all things appropriate, correct and should be approved and that the property Tax Levy to finance the 2017-18 City Budget should be approved accordingly.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Grosse Pointe Woods, Michigan, that the proposed 2017-18 City Budget and the proposed property Tax Levy for the fiscal year 2017-18 as finally reviewed (and/or changed by) the Council at this public hearing be adopted and the amounts as contained in the aforesaid budget should be appropriated as designated and property tax levied accordingly.

BE IT RESOLVED that there are those sums of revenue which are deemed necessary to be raised by ad valorem tax levies on all real and personal property within the City of Grosse Pointe Woods, and that the City Clerk be and is hereby directed to certify such amounts to the City Assessor for the spread on the 2017 City Tax Roll at the rate of 13.8974 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for general operations; at the rate of 1.5000 per thousand of the current City of Grosse Pointe Woods taxable valuation for Road Bond Debt; at the rate of 0.0758 per thousand of the current City of Grosse Pointe Woods taxable valuation for Act 359 Public Relations; at the rate of 2.0251 mills per thousand of the current City of Grosse Pointe Woods taxable valuation for Solid Waste.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **fund transfer**, that the City Council approve a transfer in the amount of \$50,000.00 from the Other Post Employment Benefits (OPEB) Account No. 101-299-999.736 into the Retiree Healthcare Trust Fund held at Charles Schwab to be used for payment of retiree healthcare expenses.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **2016 Public Safety Annual Report**, that the City Council receive and place on file the 2016 Public Safety Annual Report.

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

Motion carried by the following vote:

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

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

Motion carried by the following vote:

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



Motion by McConaghy, seconded by Koester, regarding **Agreement: Registered Municipal Finance Advisor**, that the City Council approve the Letter of Engagement with Bendzinski & Co. Municipal Finance Advisors at a fee in the amount of \$9,500.00 plus travel and out-of-pocket expenses, funds to be drawn from bond proceeds, and authorize the City Administrator to sign the Letter of Engagement.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Shetler, regarding **Agreement: Bond Counsel**, that the City Council approve the Letter of Engagement with Miller, Canfield, Paddock and Stone, P.L.C. to serve as Bond Counsel in connection with the issuance of capital improvement bonds in an amount not to exceed \$22,500.00, including any additional funds that may be incurred, funds to be drawn from bond proceeds, and authorize the City Administrator to sign the Letter of Agreement, contingent upon the firm maintaining the current rate being charged to the City of Grosse Pointe Woods.

Motion by McConaghy, seconded by Shetler, to amend the previous motion by adding, “. . . and that the \$22,500.00 include all out of pocket expenses including travel.”

The City Administrator was asked to obtain the firm’s hourly rate and provide the information to the City Council.

Motion carried by the following vote:

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

Motion by Koester, seconded by Bryant, regarding **contract: tree removal**, that the City Council approve a contract extension with Arbor Pro Tree Service, Inc. to perform tree removal services from July 1, 2017, through June 30, 2018, in a total amount not to exceed \$40,000.00, funds to be taken from Account No. 101-465-818.000, and to authorize the City Administrator to sign the Tree Removal Contract.

Motion carried by the following vote:  
Yes: Bryant, Koester, McConaghy, Novitke, Shetler  
No: None  
Absent: Granger, Ketels

Motion by Shetler, seconded by Koester, regarding **contract: tennis instructor**, that the City Council approve the contract with Eastside Tennis and Fitness Club in a total amount not to exceed \$8,800.00, funds to be taken from Contractual Services-Tennis Account No. 101-774-818.107, and authorize the City Administrator to sign the Tennis Instructor Agreement.

Motion carried by the following vote:  
Yes: Bryant, Koester, McConaghy, Novitke, Shetler  
No: None  
Absent: Granger, Ketels

Motion by Bryant, seconded by Shetler, regarding **utility billing rates**, that the City Council concur with the recommendation of the Committee-of-the-Whole at their meeting held May 1, 2017, and adopt the Resolution implementing Option 1, a commodity rate increase only, which is a 4.0% increase for the total bill for the average user, as presented by the City Engineer, as follows:

**THE CITY OF GROSSE POINTE WOODS  
CITY COUNCIL RESOLUTION  
ADOPTING A UTILITY BILLING RATES  
FOR FISCAL YEAR 2017 - 18**

A regular meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan (the "City"), was held on \_\_\_\_\_, 2017 at 7:30 p.m., Eastern Standard Time.

PRESENT: Members  
  
ABSENT: None

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:



**WHEREAS**, the City Council of the City of Grosse Pointe Woods, pursuant to Section 44-144 of the City of Grosse Pointe Woods City Code, as amended, is authorized to establish and revise water and sewer rates and other fixed charges to ensure sufficiency of revenues in meeting operation, maintenance and replacement costs, as well as debt service, for the water and sewer systems, and

**WHEREAS**, the City Council of the City of Grosse Pointe Woods has received and evaluated the attached Schedule of rates which includes: water rate, sewer rate, meter charge, capital improvement charge and billing charge attached as Exhibit A, and

**WHEREAS**, The City Council of the City of Grosse Pointe Woods finds that the operation and maintenance of the water and sewer systems of the City will be better served and maintained by adopting the schedule attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Grosse Pointe Woods hereby adopts the Schedule of Water, Sewer and other Fixed Charges attached hereto, for all users within the service area of the City and that these rates and charges shall take effect July 1, 2017.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
City Clerk

Exhibit A

Schedule of Water, Sewer and other Fixed Charges					
FY 2017 - 2018					
Water Commodity Charge				\$ 3.57	Per MCF
Sewer Commodity Charge				\$ 2.60	Per MCF
Billing Charge				\$ 2.08	Per Account
Meter Charge - Per Equivalent Meter					
Meter Size (Inch)	GPW Equiv. Meter Ratio	Per 2 Months	Per Year		



5/8	1.0	\$45.67	\$274.02		
3/4	1.0	\$45.67	\$274.02		
1	2.2	\$100.47	\$602.84		
1.5	4.0	\$182.68	\$1,096.08		
2	6.3	\$287.72	\$1,726.33		
3	14.4	\$657.65	\$3,945.89		
4	21.4	\$977.34	\$5,864.03		
6	40.4	\$1,845.07	\$11,070.41		
<b>Capital Improvements Charge - Per Equivalent Meter</b>					
<b>Meter Size (Inch)</b>	<b>GPW Equiv. Meter Ratio</b>	<b>Per 2 Months</b>	<b>Per Year</b>		
5/8	1.0	\$21.78	\$130.68		
3/4	1.0	\$21.78	\$130.68		
1	1.8	\$39.20	\$235.22		
1.5	2.9	\$63.16	\$378.97		
2	4.6	\$100.19	\$601.13		
3	12.7	\$276.61	\$1,659.64		
4	17.7	\$385.51	\$2,313.04		
6	30.7	\$668.65	\$4,011.88		
<b>Effective Date of Rates and Charges</b>					
These rates and charges shall take effect July 1, 2017.					

Motion carried by the following vote:

Yes: Bryant, Koester, McConaghy, Novitke, Shetler

No: None

Absent: Granger, Ketels

Motion by McConaghy, seconded by Koester, regarding **City Auditor**, that the City Council approve the following invoice dated April 13, 2017:

1. Plante & Moran, PLLC Invoice #1420454 - \$1,305.00.

Motion carried by the following vote:

Yes: Bryant, Koester, McConaghy, Novitke, Shetler

No: None

Absent: Granger, Ketels

Motion by McConaghy, seconded by Koester, regarding **Telecom Attorney**, that the City Council approve the following invoice dated April 30, 2017:

1. Kitch Drutchas Wagner Valitutti & Sherbrook Invoice #409365 - \$390.00.

Motion carried by the following vote:

Yes: Bryant, Koester, McConaghy, Novitke, Shetler

No: None

Absent: Granger, Ketels

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

- The Mayor stated that Gordon Michaelson will soon be celebrating his 100<sup>th</sup> Birthday, and that he will be issuing a Proclamation in honor of Mr. Michaelson.
- The City Attorney provided an update regarding the Rumph litigation.

The following individuals were heard under Public Comment:

- Alexander Zachary, 1920 Littlestone, was heard regarding claims of negligence and damage to trees and bushes caused by DTE gas project. The City Administrator was asked to check on concrete work on Littlestone.
- Vergis Foster, 2051 Oxford Rd, discussed concerns regarding obtaining costs for asphalt on Oxford between Helen and Jackson, and regarding water rates. He requested permission to install political flutter flags on City property in the medians along Mack Avenue and around the City. Mr. Foster was referred to the City Attorney.
- Margaret Potter, Allard, was heard regarding Red Barron football league signage and whether it is permitted. The City Attorney was asked to address this matter.
- Steve Skorupski, 19970 Norton Court, was heard regarding the DTE gas project and suggested stopping work until restoration is caught up. The City

Administrator was asked to see what the City can do to get DTE to complete required repairs and restoration.

Motion by McConaghy, seconded by Shetler, to adjourn tonight's meeting at 8:34 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MAY 15, 2017, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Mayor Novitke  
Council Members Bryant, Koester, McConaghy, Shetler  
ABSENT: Granger, Ketels  
  
ALSO PRESENT: City Administrator Smith  
Treasurer/Comptroller Behrens  
City Attorney Chip Berschback  
City Clerk Hathaway  
Information Technology Manager Capps

Also in attendance:  
Kevin Nugent, Lakeside Baseball  
Jason Hill, Woods/Shores Little League

Mayor Novitke called the meeting to order at 6:02 p.m.

Motion by Bryant, seconded by Shetler, that Council Members Granger and Ketels be excused from tonight’s meeting.

Motion carried by the following vote:  
Yes: Bryant, Koester, McConaghy, Novitke, Shetler  
No: None  
Absent: Granger, Ketels

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

Motion carried by the following vote:  
Yes: Bryant, Koester, McConaghy, Novitke, Shetler  
No: None  
Absent: Granger, Ketels

The first item discussed at tonight’s meeting was regarding a request from **Lakeside Baseball (Dirtbags)** to hold a baseball tournament in Ghesquiere Park. The Chair provided an overview. Messrs. Nugent and Hill stated that their tournaments are held through July and they are requesting to use the field on Memorial Weekend, May 26 – 28th. The Chair stated one concern was how does the City say no to others but grant Lakeside approval. Mr. Hill stated that this tournament is held in conjunction with Little League, and he oversees the tournament; now and in past years. Mr. Nugent stated the event is held in conjunction with Little League, and 20-25% of the players are Woods/Shores residents. Questions and answers then ensued.

The City Attorney stated if another organization requested use, the Council may be hard pressed to say no. The Chair stated there is a potential problem allowing this group to use the fields, and if Little League is working in conjunction with the group it would be a different scenario. There was a suggestion that this request be approved on a trial basis, and that Lakeside consider working in conjunction with Little League for this tournament next year.

There was a consensus of the Committee to approve the request of Lakeside Baseball. The insurance is now sufficient, and Lakeside was advised that cleaning of the fields is expected. Only four of the five fields will be used.

Motion by Bryant, seconded by Koester, that this item be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

Discussion ensued regarding **fiber internet service, WAN, and phones – Wide Open West**. The Information Technology Manager provided an overview of his memo dated April 27, 2017. He did not recommend going out for bids because WOW fiber is already run throughout the City, and within two to three years more options will be presented. The City Administrator concurred with the I. T. Manager's recommendation.

Motion by Bryant, seconded by Shetler, that the Committee-of-the-Whole recommend that City Council approve a renewal contract with Wide Open West to provide fiber internet service, WAN, and phones for a three-year period.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, that this item be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

The Treasurer/Comptroller then provided a **payroll tax withholding update**. The numbers had not changed from last week.



Next, the Treasurer/Comptroller discussed **Finance Department staffing**. With the upcoming retirement of Betty Meli, the Deputy Treasurer, the Treasurer/Comptroller is proposing that the City eliminate the current full-time Deputy Treasurer position and create a part-time position stating it would reduce payroll cost, and that Ms. Meli would serve well in the part-time position based on her experience with the City. The Treasurer/Comptroller reviewed her memo dated May 8, 2017, and stated she proposes creating a full-time Water Billing Specialist position. The charter requires a Deputy Treasurer, and the Treasurer/Comptroller is recommending, and Ms. Murphy the Deputy Comptroller is in favor of, combining the two Deputy positions, and Ms. Murphy is willing to take on additional responsibilities such as taxes with no additional increase in pay.

Ms. Meli is performing miscellaneous assessing work such as data entry and answering questions at the front counter. If WCA Assessing were to take on these responsibilities, they would require 2-2.5 days to perform these functions at \$110,000 for 2.5 days. The City Administrator stated it would cost more money and provides less coverage to increase WCA's hours, and he concurred with the Treasurer/Comptroller's recommendation for a part-time position as well as to combine the deputy positions creating a Deputy Treasurer/Comptroller. There was a consensus of the Committee to appoint Ms. Murphy as Deputy Treasurer/Comptroller in September when Ms. Meli retires, and to post for a full-time Water Billing Specialist, a non-union position.

The Mayor stated the City needs to identify exactly what services WCA should be delivering. Administration was asked to invite WCA Assessing to a meeting to provide an update and to vet their services. Administration was asked to contact the other Grosse Pointes to determine hours and schedules that WCA works.

The Treasurer/Comptroller said she will post the position internally, and advertise if necessary, in order to fill the Water Billing Specialist position by July. There was a consensus of the Committee that the Water Billing Manager job description was good and to move forward.

Motion by Bryant, seconded by Shetler, that Finance Department Staffing be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

Under new business:

- The City Administrator stated the probation screening staff person is no longer working at the City. The Deputy Court Administrator, Beth Miro, was trained and has been performing the work for the last five months. He requested to increase her pay by \$3,000.00 annually, a 6.5% increase. There was a consensus of the Committee to move forward with the increase.
- The Treasurer/Comptroller stated she would like to set-up utility e-billing, eliminating paper copies being mailed out. She stated that she could put a



message on the water bills to sign up on the website. Forms are also available at the cashier's window. It is a free service, and is no additional cost.

- A brief discussion ensued regarding a power generator for City Hall. The City Administrator was asked to check with the City Engineer on the options and what would be needed to power servers, public safety, plus approximately 15% for miscellaneous power needs.
- The Mayor discussed the Beautification flower sale and their use of the new credit/debt equipment; sales were over \$10,210.00. The Treasurer/Comptroller stated the service rate is 3%. Discussion segued into using credit/debt purchasing for Community Events. There was a consensus to try credit/debt sales for beer/wine sales at City events. The I.T. Manager recommended boring under the horseshoe drive for permanent electric connection rather than running cords and laying rugs. The City Administrator will look to see if it can be done now while horseshoe drive is under construction.
- The City Administrator was asked about the status of a sound system. He stated he is currently researching sound systems and wants to hear them.

Under Public Comment:

- Margaret Potter discussed commission meetings starting earlier than posted, as well as posting to the website. The City Clerk advised she has addressed meeting start times, as well as posting of agendas, with the Commissions.

Motion by Koester, seconded by Bryant, that the meeting of the Committee-of-the-Whole be adjourned at 7:09 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor

PLANNING COMMISSION  
03-28-17 - 8

MINUTES OF THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON MARCH 28, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:30 p.m. by Chair Fuller.

Roll Call: Chair Fuller  
Planning Commissioners: Gilezan, Hamborsky, Profeta, Reiter, Rozycki, Stapleton, Vaughn, Vitale

Absent: None

Also Present: Building Official Tutag

The Planning Commission, Administration and the audience Pledged Allegiance to the Flag.

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

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Profeta, Reiter, Rozycki, Stapleton, Vaughn, Vitale  
NO: None  
ABSENT: None

The Chair recognized Council Member Bryant who was in attendance at tonight's meeting.

Motion by Reiter, seconded by Stapleton, regarding **Approval of Minutes**, that the Regular Planning Commission Minutes and Planning Commission Workshop Minutes of February 28, 2017, be approved as corrected.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Profeta, Reiter, Rozycki, Stapleton, Vaughn, Vitale  
NO: None  
ABSENT: None

The next item was **continued discussion: proposed amendment to the sign ordinance, #32-13, Wall Sign**. The Building Official provided an overview of the additions to the City's current sign ordinance as directed by the Planning Commission at



their meeting on February 28, 2017. The City Attorney reviewed the proposed ordinance with the Planning Commission.

Motion by Vaughn, seconded by Vitale, regarding **continued discussion: proposed amendment to sign ordinance, #32-13, wall signs** that the Planning Commission recommends that City Council approve the proposed Ordinance Amendment.

Motion carried by the following vote:  
YES: Fuller, Gilezan, Hamborsky, Profeta, Reiter, Rozycki, Stapleton, Vaughn, Vitale  
NO: None  
ABSENT: None

The next item was, **continued discussion/adoption: 2020 Vision Plan**. Member Hamborsky reviewed the changes that had occurred in the document since the Planning Commission meeting on February 28, 2017. It is the desire of the Planning Commission to present the plan at a Committee-of-the-Whole meeting over the summer.

Council Member Bryant stated that he had spoken to Mayor Novitke regarding presenting the plan, and that the Mayor directed Chair Fuller to contact him regarding scheduling a meeting for presenting the 2020 Vision Plan.

Motion by Hamborsky, seconded by Gilezan, regarding **continued discussion/adoption: 2020 Vision Plan**, that the Planning Commission forward the 2020 Vision Plan to the Committee-of-the-Whole for review and discussion.

Motion carried by the following vote:  
YES: Fuller, Gilezan, Hamborsky, Profeta, Reiter, Rozycki, Stapleton, Vaughn, Vitale  
NO: None  
ABSENT: None

The next item on the agenda was the **Building Official's Monthly Report – February 2017**. Mr. Tutag reported the following:

- He toured Legacy Oaks project, they have completed the demolition of the second floor and are close to starting the construction of the additional building, and the quality of the work is amazing;
- CVS Pharmacy has submitted plans for an interior remodel, he is working with CVS to get exterior maintenance completed;
- A new T-Mobile location went in over the weekend without any permits, he shut the business down until proper procedures are followed;

- Licavoli's Market has decided to not proceed with a sign variance and instead will be installing awnings;
- A new veterinary office, Banfield Pet Hospital, has opened at 20419 Mack Avenue.

Regarding the **Council Reports:**

- Member Vitale reported that Council Member Bryant had informed Council that the 2020 Vision Plan would be submitted prior to July;
- Member Vitale also reported that Council voted to change the City Council meeting start times to begin at 7:00 p.m. effective January 2018.

Commission Member Fuller will attend the Council Meetings in April.

Under New Business:

- The Commission discussed the possibility of having a non-voting student board member;
- The Commission discussed creating new subcommittees related to the implementation of the 2020 Vision Plan and the following three subcommittees were proposed:
  - Branding Subcommittee: Member Stapleton, Member Profeta, and Member Hamborsky;
  - Crosswalk/Pocket Park Subcommittee: Chair Fuller, Member Vaughn, Member Gilezan, and Member Vitale;
  - Streetscape Subcommittee: Member Rozycki and Member Hamborsky.

Motion by Hamborsky, seconded by Vaughn, that the Planning Commission form the following three subcommittees:

- Branding Subcommittee consisting of Member Stapleton, Member Profeta, and Member Hamborsky;
- Crosswalk/Pocket Park Subcommittee consisting of Chair Fuller, Member Vaughn, Member Grant, and Member Vitale;
- Streetscape Subcommittee consisting of Member Rozycki and Member Hamborsky.

Motion carried by the following vote:

YES: Fuller, Gilezan, Hamborsky, Profeta, Reiter, Rozycki, Stapleton, Vaughn, Vitale  
NO: None  
ABSENT: None

Under public comment, the following individual was heard:

Margaret Potter  
1834 Allard Ave.



Motion by Rozycki, seconded by Gilezan, that the Planning Commission Meeting adjourn at 9:22 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Gene Tutag  
Building Official

GT/SG

**ORDINANCE # \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 32, SIGNS,  
SECTION 32-13 WALL SIGNS,  
BY ADDING SUBSECTION (H)  
TO LIMIT THE AMOUNT OF SIGNAGE ON THE SIDE OF A BUILDING  
TO MAKE SURE IT DOES NOT EXCEED THE MAXIMUM SQUARE FOOTAGE  
OTHERWISE ALLOWED FOR THE FRONT OF A BUILDING**

**THE CITY OF GROSSE POINTE WOODS ORDAINS:**

**Sec. 32-13. - Wall signs.**

- (a) Where wall signs are placed so as to cover transom windows, the glass in such transoms must be removed and a steel frame in the form of steel studs covered on both sides with metal lath and cement plaster must be provided before the wall sign is erected. In filing applications for the erection of such signs over transoms, it will be necessary that complete detailed sketches be included showing compliance with all these requirements before a permit can be granted. All wall signs to be placed on mansard facades are to be constructed of individual characters, on a raceway or applied directly to the facade.
  - (b) All applications for the erection of a wall sign shall show the location of the sign, details of the building to which the sign is to be attached, the size, color and appearance of the sign and all necessary details for fabrication and erection of such sign and any other requirements as detailed on the application.
  - (c) Wall signs upon building fronts containing up to 40 feet of building frontage shall not exceed three feet in height or a maximum of 30 square feet in size.
  - (d) Wall signs upon building fronts containing 41 feet to 60 feet of frontage shall not exceed three feet in height or a maximum of 42 square feet in size.
  - (e) Wall signs upon building fronts containing 61 feet and over of frontage shall not exceed three feet in height or a maximum of 48 square feet in size.
  - (f) Wall signs upon the sides of buildings shall not exceed three feet in height or 12 square feet in size, except as otherwise modified by subsection(h).
  - (g) Wall signs upon the rear of buildings shall not exceed three feet in height or nine square feet in size.
  - (h) If a building has frontage on both a main street (e.g. Mack), and either a side street or a side parking lot where the primary entrance is located, then one wall sign is allowed to face each street or parking lot. The total square footage of signage shall be calculated using the formulas in subsections (c) through (g) above. However, the total square footage otherwise allowed on the side frontage shall not exceed the total square footage
-



allowed on the main street frontage. In addition, alleys, drive aisles, rear parking areas, side parking areas that do not include the primary entrance, loading areas, and access drives do not qualify as an additional front for purposes of calculating allowable square footage.

First reading:

Second reading:

Published GPN:

Adopted:

Effective:

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The Building Official provided an overview of his memo dated November 17, 2016, regarding **sign variance: Licavoli's Market, 20915 Mack Avenue**. He stated that since the Planning Commission meeting held November 22, 2016, he has changed his recommendation as identified on his memo after receiving additional information, and he is recommending approval of the sign variances.

The Building Official was asked to discuss a possible sign ordinance amendment with the Planning Commission.

The following individuals were heard in favor of the proposed signage:

Dave Embree  
Embree Signs

Phil Licavoli, owner  
Licavoli's Market

Motion by Granger, seconded by Shetler, regarding sign variances: Licavoli's Market, 20915 Mack Avenue, which requests are noncompliant with Sections 32-17, 32-10(a)(1), and 32-13(d), that the City Council concur with the recommendation of the Planning Commission at their meeting on November 22, 2016, and approve the variances with the following conditions:

1. That the total signage not exceed 84 sq. ft.;
2. That the final font and color be coordinated with the Building Department;
3. That there not be any greater than 12 message units in total;
4. A hardship was presented and expressed by the applicant;
5. That the variances are in the best interest of the City and within the spirit and intent of the ordinance;
6. The petitioner is prevented from installing window signage due to colonial style mutton bars in the windows;
7. It is a corner building;
8. Signage is not offensive and is appropriate with the scale and location of the building.

Motion carried by the following vote:

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



Approved by Commission  
5-10-17

7D

RECEIVED

APR 18 2017

CITY OF GROSSE POINTE WOODS

Beautification Advisory Commission  
Lake Room – GPW Community Center  
20025 Mack Plaza Dr., Grosse Pointe Woods  
Meeting – April 12, 2017 – 7:00 p.m.

**Present:** Arslanian, Casinelli, Hage, Hess, Koester, McCarthy, Sauter, Stephens, Stewart

**Also Present:** Mathews

**Excused:** Hilton, Martin-Rahaim, Medura, Spreder

**Guest:** Tracy Ragland

**Call to Order:** The meeting was called to order by Chairperson McCarthy at 7:06 p.m.

**Minutes:**

The **March 8, 2017** Beautification Advisory Commission meeting was cancelled due to power outage.

The **February 8, 2017** minutes were distributed and reviewed.

Motion by Casinelli, seconded by Hess, to approve the February 8, 2017 minutes as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Koester, McCarthy, Sauter, Stephens, Stewart

No: None

Absent: Hilton, Martin-Rahaim, Medura, Spreder

**Treasurer's Report:** McCarthy presented the treasurer report. City Council approved \$1,000.00 deposit for Lochmoor Club to secure room for 2017 Awards Night.

Motion by Hess, seconded by Stewart, to approve the report as presented.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Koester, McCarthy, Sauter, Stephens, Stewart

No: None

Absent: Hilton, Martin-Rahaim, Medura, Spreder

**Chairperson's Report:** McCarthy presented chairpersons report. Reminded committee of two openings on the Beautification Committee. Openings on committee and flower sale highlighted in next Update.

**Awards Program:** Stephens provided area assignments to committee members. Residential & Business selections due June 30, 2017. Descriptions & pictures due July 31, 2017. Each member responsible for 1 residence and 5 business recommendations. Stewart volunteered to organize and oversee picture taking for residential and business selections from committee members. Committee to approve sketch of future watercolor painting.

**Tile/Mugs Program:** Sauter updated committee on tile program. Discussed progress on Lochmoor tile. Discussed price reduction from \$12 to \$10 for tiles.

**Flower Sale:** Arslanian provided update for 2017 flower sale. Sign-up sheet for volunteers for Flower Sale passed around. Flower delivery & set-up - May 11, 2017. Flower Sale - May 12 & 13. Special Flower Deliveries - May 11, 2017. Stewart informed committee of progress of credit card processing. Accepting VISA, Mastercard, American Express & Discover. Mathews reserved room and made arrangements for banners and tents. Ordered 100 additional bags of compost. Additional items at Flower Sale: Wild Birds Unlimited - Michigan Stepping Stones and Kathy Broughtons - painted rocks.

**Council Report:** Arslanian reported on the February 27, 2017 City Council meeting. Stewart reported on March 6, 2017 City Council meeting. Casinelli reported on April 3, 2017 City Council meeting.

**DPW:** Mathews provided DPW update.

**Old Business:** None

**New Business:** The BAC discussed candidate, Tracy Ragland, for recent commission opening. Motion by Hage, seconded by Stephens to recommend the Mayoral appointment of Tracy Ragland to the Beautification Advisory Commission.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Koester, McCarthy, Sauter, Stephens, Stewart

No: None

Absent: Hilton, Martin-Rahaim, Medura, Spreder

Motion by Hage, seconded by Stephens to recommend to the Mayor the immediate certification of the previous motion of the Mayoral appointment of Tracy Ragland to the Beautification Advisory Commission.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Koester, McCarthy, Sauter, Stephens, Stewart

No: None

Absent: Hilton, Martin-Rahaim, Medura, Spreder

Motion by Casinelli, seconded by Stephens, to adjourn the Beautification Advisory Commission meeting at 8:23 p.m.

Motion carried by the following vote:

Yes: Arslanian, Casinelli, Hage, Hess, Koester, McCarthy, Sauter, Stephens, Stewart

No: None

Absent: Hilton, Martin-Rahaim, Medura, Spreder

Respectfully submitted,

Rachelle Koester



RECEIVED

APR 21 2017

CITY OF GROSSE POINTE WOODS

Appraised by  
Commission  
5-11-17

7E

City of Grosse Pointe Woods Historical Commission Minutes  
20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236  
Conference Room at City Hall  
April 13, 2017

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 Lynne Millies.

2. **Roll Call**

**Present:** Mary Kaye Ferry, Del Harkenrider, Shirley Hartert, Suzanne Kent, Lynne Millies, Sean Murphy, John Parthum, Becky Veitengruber, Giles Wilborn

**Excused:** Frank Romano, Council Representative Mike Koester

**Unexcused:** Phil Whitman

3. **Approval of Agenda**

**Motion** by Harkenrider, seconded by Murphy, to amend the agenda for April 13th, 2017, to change 3. to "April 2017" and 4. to "March 2017." Ayes: all. Motion carried.

**Motion** by Hartert, seconded by Ferry, to accept the agenda as amended. Ayes: all. Motion carried.

4. **Approval of Minutes**

**Motion** by Kent, seconded by Hartert, to accept the minutes from March 9th, 2017. Ayes: all. Motion carried.

5. **Items**

**A. Report of Treasurer:** The balance of the historical commission is \$1,642.64. The balance of the Cook Schoolhouse is \$5,291.11.

**B. Cook Schoolhouse Project:** Open House dates are as follows: June 10<sup>th</sup> (noon-2:00 p.m.) with Millies, Parthum, and Wilborn hosting, and July 15<sup>th</sup> (noon-2:00 p.m.) with Ferry, Murphy, and Veitengruber hosting.

**C. Commission Files:** Parthum set up dates for the commission to organize files. Next date is April 25<sup>th</sup>. Parthum shared details on commission members volunteering and sorting files/supplies.

**D. Memberships: Other Organizations**  
Tabled.

**E. Memorial Day:** Details were discussed for the program and the ceremony.

**F. Update:** Murphy and Veitengruber will work to get information from commission into Update issues and city calendar. Wilborn will become the "Town Historian" or the go-to person when outsiders are seeking information. Harkenrider will work to schedule Open Houses for the Cook Schoolhouse.

**G. Group Photo:** Tabled.

6. **New Business**

**Spring Cleaning/Cook School:** Tabled.

**7. Public and Commissioner Comments**

Parthum contacted MORSA and shared the news that this year's MORSA conference will be in Three Rivers on May 6<sup>th</sup>. Parthum also shared with the commission The Pointes of History Celebration will be on May 9<sup>th</sup>, and is hosted by the GP Historical Society.

**8. Adjournment**

The meeting adjourned at 8:56 p.m. by Chairperson Lynne Millies.

Respectfully submitted:

Becky Veitengruber, Secretary

***The next meeting of the Grosse Pointe Woods Historical Commission will take place on May 11th, 2017 at 7:30 p.m. in the Conference Room at City Hall, 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236.***



**RECEIVED**

MAR 06 2017

Approved by Commission  
5-9-17

7F

CITY OF GROSSE POINTE WOODS

**Citizen's Recreation Commission Meeting Minutes**

Meeting of the Citizen's Recreation Commission was held on February 14, 2017 at Grosse Pointe Woods, Michigan

**CALLED TO ORDER: 7:04**

**Present:**

Bill Babcock

Gib Heim

Tony Rennpage

Mike Soviak

Christina Ventimiglia

**Absent:**

Barb Janutol

Tom Jerger

Mark Miller

Amanda York

**ALSO PRESENT:**

Nicole Byron, Richard Shetler, Jr., and George McMullen

**Motion** to accept the minutes from January 10, 2017 by Gib Heim and seconded by Mike Soviak.

Motion passed by the following vote:

Yes: Babcock, Heim, Rennpage, Soviak, and Ventimiglia

No: None

Absent: Janutol, Jerger, Miller, and York.

**COUNCIL MEETING REPORT:**

Fall Fest plans are coming along nicely.

There was a meeting with the construction company on the status of roads. Future roads are due for construction.

The Woods Trolley is being sold. It is costing too much taxpayers dollars to operate. Council is hoping for a 3<sup>rd</sup> party buyer.

**Supervisor's Report**

Parks & Rec went to City Council asking to spend \$328,000 for power boxes.

There will be new water lines under the ground now. There will be lines for every 1 to 2 boats as opposed to every 1 to 4 boats.

This is coming from the Boat Enterprise Fund.

Parks and Rec is also looking to take 2 medium size boat wells and add jet ski wells.

The 2/11/17 Mother-Son event was very nice. 35 people were in attendance.

The All Pointes Daddy-Daughter Dance on March 25 is coming up. It will be at Grosse Pointe South.

#### **OLD BUSINESS:**

Winterfest: 200 people in attendance. Raffle Prizes were well received. The setup this year in the parking lot worked well.

#### **NEW BUISNESS:**

None

#### **ADJOURNMENT:**

Motion was made to adjourn the meeting by Gib Heim and seconded by Mike Soviak.

Yes: Babcock, Heim, Rennpage, Soviak, and Ventimiglia.

No: None

Absent: Janutol, Jerger, Miller and York.

**Meeting Adjourned at 7:24pm.**

**Respectfully submitted by: Christine Ventimiglia**

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**RECEIVED**

**MAR 15 2017**

**CITY OF GROSSE PTE. WOODS**

*Approved by Commission  
5-9-17*

**Citizen's Recreation Commission Meeting Minutes**

**Meeting of the Citizen's Recreation Commission held on March 13, 2017 at  
Grosse Pointe Woods, Michigan**

**CALLED TO ORDER: 7:010**

**PRESENT:**

Tom Jerger  
Barb Janutol  
Mark Miller  
Amanda York

**ABSENT:**

Bill Babcock  
Gib Heim  
Tony Rennpage  
Mike Soviak  
Christine Ventimiglia

**ALSO PRESENT:**

Nicole Byron, Richard Shetler, Jr. and Ken Gutow

**NO QUORUM**

**SUPERVISOR'S REPORT:**

Some discussion ensued about Easter Egg Hunt. There are about 53 registrations to date.

Itinerary for the Jack Boni Perch Derby worked well last year. Discussion in April if anyone has other suggestions.

**COUNCIL MEETING REPORT:**

No report

**OLD BUSINESS:**

None

**NEW BUSINESS:**

Ken Gutow wanted to meet with us about adding "Pickleball" lines to the tennis courts at Lake Front Park. We will discuss at the April meeting.

Informal discussion ended at 7:45.

RECEIVED

MAY 01 2017

Approved by Commission  
5-9-17

CITY OF GROSSE POINTE WOODS

**Citizen's Recreation Commission Meeting Minutes**  
Meeting of the Citizen's Recreation Commission held on April 11, 2017 at  
Grosse Pointe Woods, Michigan

**CALLED TO ORDER: 7:05**

**PRESENT:**

Bill Babcock  
Mark Miller  
Tony Rennpage  
Christine Ventimiglia

**ABSENT:**

Gib Heim  
Barb Janutol  
Tom Jerger  
Mike Soviak  
Amanda York

**ALSO PRESENT:**

Richard Shetler, Jr. and Representatives from Grosse Pointe Woods/Shores Little League—Kurt Barr, Quinn Smith and Tim Veitengruber

**NO QUORUM**

**SUPERVISOR'S REPORT:**

Supervisor asked Mr. Shetler to report that all is well with the parks/recreation department and that there were no issues that needed to be addressed.

**COUNCIL MEETING REPORT:**

Mr. Shetler reported the following:

- City Council is in the process of preparing the budget for the next fiscal year.
- The summer concert schedule has been approved.
- The city has received the Tree City USA designation for 2017.

**OLD BUSINESS:**

None

**NEW BUSINESS:**

Board members from the Grosse Pointe Woods/Shores Little League submitted a proposal for improvements to Ghesquiere Park. The proposal will be submitted to the Mayor and City Council by Mr. Shetler for initial review and consideration.

Informal discussion ended at 7:47

Respectfully submitted by: Mark Miller, acting Secretary



MINUTES OF THE MEETING OF THE COMPENSATION AND EVALUATION COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MAY 1, 2017, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT: Chair: Council Member Arthur Bryant  
Members: Mayor Robert E. Novitke, Council Member Todd A. McConaghy  
ABSENT: None

ALSO PRESENT: City Attorneys Charles and Don Berschback

The meeting was called to order by Chair Bryant at 8:02 p.m.

Motion by Novitke, seconded by McConaghy, 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, McConaghy, Novitke  
No: None  
Absent: None

Motion by McConaghy, second by Novitke, to approve the minutes of the meeting of April 24, 2017.

Motion carried by the following vote:

Yes: Bryant, McConaghy, Novitke  
No: None  
Absent: None

An interview with Don Berschback and Charles Berschback took place regarding compensation and evaluation.

Motion by McConaghy, second by Novitke, that the meeting be adjourned at 8:47 p. m.  
Passed Unanimously.

Respectfully submitted,

Arthur Bryant

page 2

RECEIVED

APR 7 2017

April 7, 2017

8A

Dear Mayor Robert Fawcett & C.P.W. City Council,

I am writing this letter to request a hearing with you. I want to ask for an appeal on the denial I was given on a privacy fence permit.

I contracted & gave a \$1700 deposit to Kimberly Fence Co on 11-7-2016. The application was not brought to the City of C.P.W. at that time because permits are only good for 6 months & we weren't sure the fence would be up in that time due to weather & also pending the signature of my neighbor living adjacent to the fence. My neighbor signed a promissory note in October 2016 & signed the permit this spring. When it was submitted it was denied because you no longer allow the 6 ft shadow box fence which was C.P.W.'s requirement at the time of the contract with Kimberly Fence Co.

I am requesting this appeal because firstly I had no idea or warning by the City that the fence requirements were changing January 2017. Secondly since I lived in this home I replaced the fence on the opposite side of my property with the required 6 ft shadow box style. I add that this home improvement was all at my



p 2 of 2  
expense. My neighbor didn't participate. Also,  
this time for this project the expense will be  
all mine and I would like the fence all  
around my property to be the same.

I would appreciate any consideration you  
can give my request. I am a responsible  
C-PW resident and take excellent care of my  
property. I even received a beautification  
award in 2008.

Thank you,  
Nancy Silveri  
Nancy Silveri

October 31, 2016

To: Mr & Mrs Scott Cashen,

I knocked at your side & front door earlier today several times, but, no one answered. I wanted to talk to you regarding the fence. I would like to give the \$500 deposit to Kimberly Fene by Monday November 7th which would be the 60 day dead line from the estimate date. Doing this guarantees the price for the Spring of 2017. I need a signature from you saying you will sign the city permit in the Spring. Otherwise, the fence couldn't be put up & I would lose my deposit. So, I need your signature guaranteeing you would cooperate in this matter next spring.

Can you please sign & return this by Sunday November 6th?  
Really appreciate your cooperation.

Thank you, Nancy Sheri

Yes, of course Nancy, we will sign the city permit in the Spring. Please give us a heads up when you plan to do it.

~~Thank you for your cooperation~~ — C. P. Moorhead




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

**RECEIVED**

**MAY 25 2017**

CITY OF GROSSE PTE. WOODS

**DATE:** May 24, 2017  
**TO:** Mayor & City Council  
**FROM:** Gene Tutag, Building Official   
**SUBJECT:** 1039 Hawthorne Rd., Fence Variance

---

The applicant is requesting a variance of Section 8-282(1) of the city's fence ordinance which limits the height of side yard fences of interior lots to a maximum height of four feet above grade. The proposed shadowbox fence as shown on the application is 6' high with a 5' high return to the house.

An existing dilapidated 6' high shadow box is currently installed along this property line.

The applicant's property is well maintained and landscaped and is on an interior lot on the south side of Hawthorne.

This exception to the fence code requires a public hearing and approval from the City Council. The City Council may consider any or all of the following, along with other information when deciding a variance:

- (a) Balancing the relative hardships between the property owner and adjacent property owners.
- (b) Whether special circumstances or conditions exist.
- (c) Whether pedestrian or vehicle traffic will be affected.
- (d) The general health, safety and welfare of the neighborhood.

The applicant has provided correspondence outlining the reasons for the variance dated April 7, 2017. The applicant states that they were not aware and not warned by the City that the requirements of the fence ordinance were changing in January of 2017. They would also like the new fence to match an existing 6' shadowbox fence that was installed in 2003, currently on the west property line.

The City did follow the proper procedure for this ordinance amendment as follows:

First reading 12/05/16  
Second reading 12/19/16  
Published in GPN 12/15/16  
Adopted 12/19/16  
Effective 1/8/17

After review of the application and inspection of the property, it is recommended that a variance of Section 8-281(1) not be granted allowing for the installation of the proposed 6' and 5' tall shadowbox fence as indicated on the attached sketch. There does not appear to be any special circumstances, relative hardship or conditions that exist that would justify the grant of his variance.

Attachments  
Photos (4)

**APPROVED BY:**

  
**BRUCE SMITH**  
City Administrator

May 25, 2017  
**DATE**















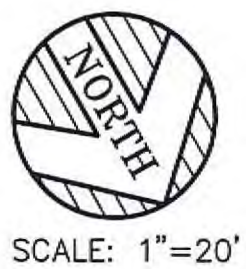
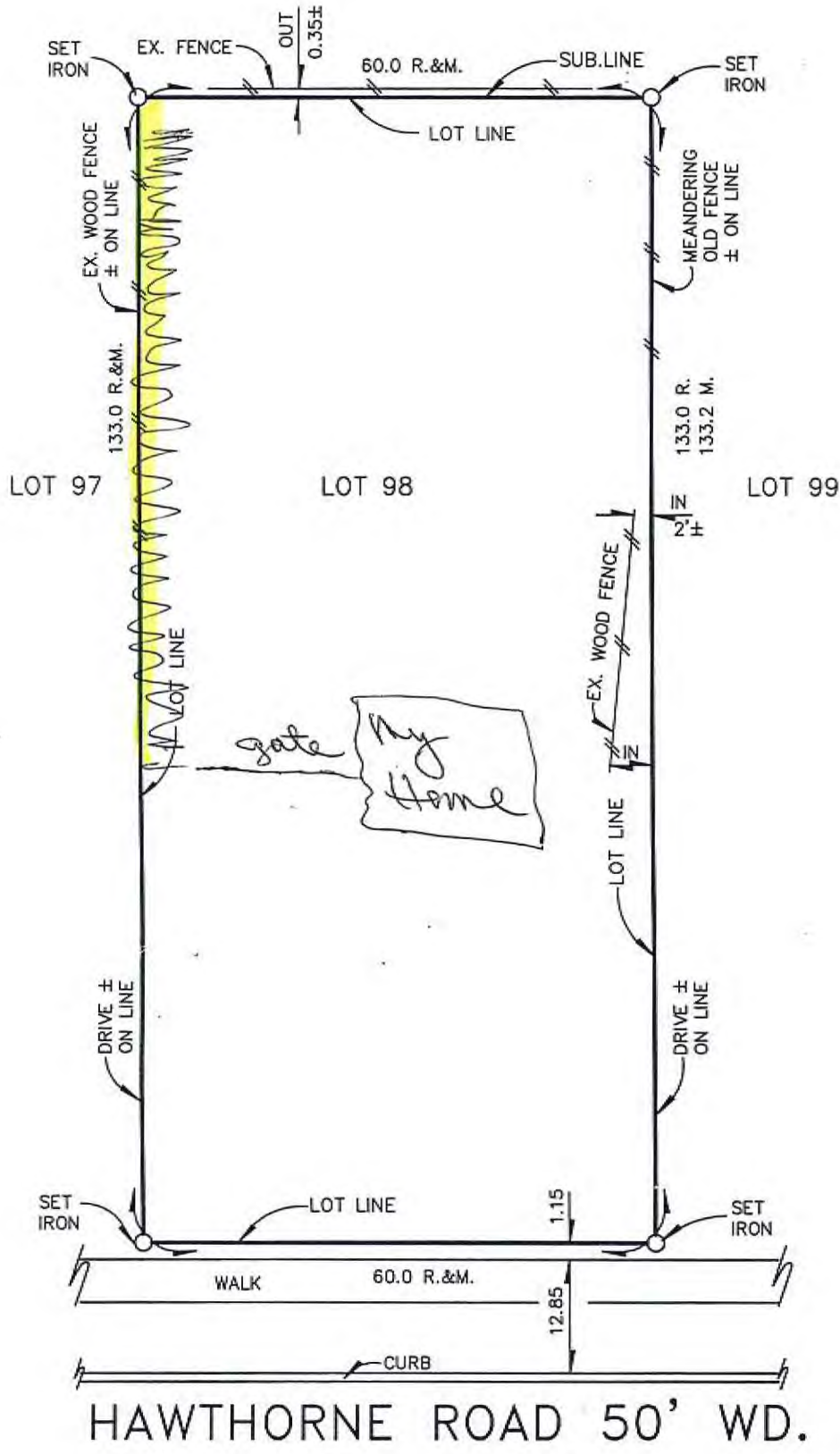






CERTIFICATE OF SURVEY

DATE: 8-25-03  
SURVEY NO. 03047  
ADDRESS: 1039 HAWTHORNE  
GROSSE POINTE WOODS, MI  
LEGAL DESCRIPTION:  
LOT 98; "ADDITION TO HAWTHORNE  
PARK SUBDIVISION" CITY OF GROSSE  
POINTE WOODS, WANYE COUNTY,  
MICHIGAN, AS RECORDED IN LIBER 32  
OF PLATS, PAGE 21, WANYE COUNTY  
RECORDS.



WE HEREBY CERTIFY THAT WE HAVE  
SURVEYED THE PROPERTY DESCRIBED  
HEREIN AND THAT THE CERTIFICATE  
HEREON DELINEATED IS A CORRECT  
REPRESENTATION OF THE SAME.

*Marcus E. Zuhlke, Jr.*  
MARCUS E. ZUHLKE, JR. L.L.S. #17641



25975 ASHLAND ST.  
HARRISON TWP., MI. 48045  
(586) 463-7508



# KIMBERLY FENCE

KIMBERLY FENCE & SUPPLY INC.  
6470 E. 9 MILE RD.  
WARREN, MI 48091  
OFFICE 586-920-2014 FAX 586-510-4939  
www.kimberlyfence.com  
sales@kimberlyfence.com

## JOB SKETCH

RECEIVED

### BILL TO:

Nancy Silveri  
C- 313-884-1470  
1039 Hawthorne  
Grosse Pointe Woods, MI 48236

### SHIP TO:

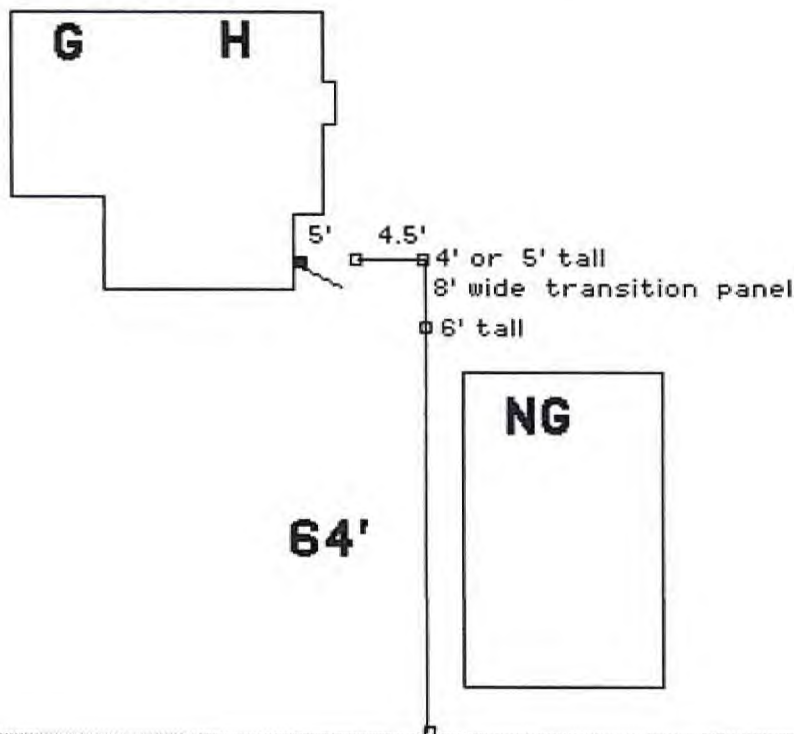
E- nan47sil@gmail.com

MAR 29 2017

CITY OF GROSSE PTE. WOODS  
BUILDING DEPT

72' 6' high Fencing & 9.5' 5' high Fencing

**INSTALL 6' TALL SHADOWBOX DOG EAR ON  
STEEL POSTMASTERS, REMOVE OLD FENCE  
AND HAUL AWAY**



# KIMBERLY FENCE

KIMBERLY FENCE & SUPPLY INC.  
WARREN, MI 48091  
www.kimberlyfence.com

6470 E. 9 MILE RD.  
OFFICE 586-920-2014 FAX 586-510-4939  
sales@kimberlyfence.com

## PROPOSAL/CONTRACT

Page 1 of 2  
09/14/2016

### Customer Information:

Nancy Silveri  
C- 313-884-1470  
1039 Hawthorne  
Grosse Pointe Woods, MI 48236

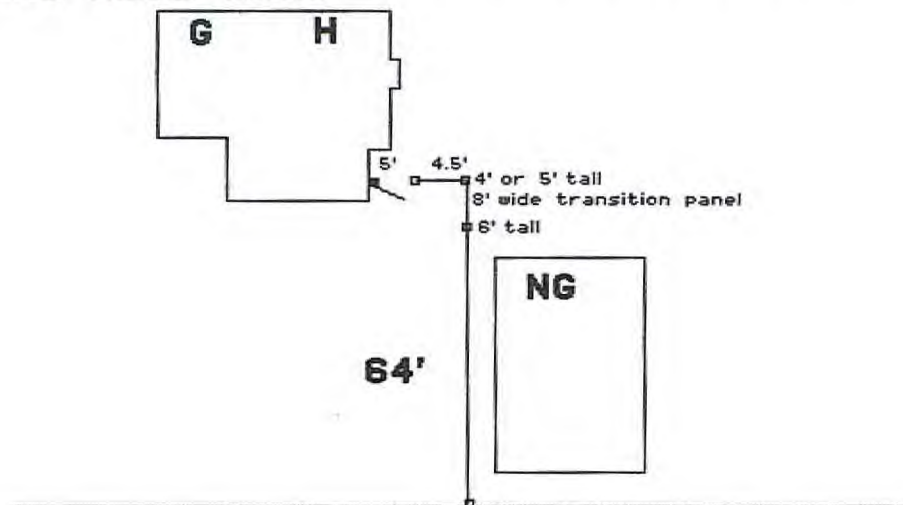
### Job Information:

E- nan47sil@gmail.com

### Notes:

- KIMBERLY FENCE TO PULL PERMIT IF REQUIRED BY YOUR CITY OR TWP. KIMBERLY FENCE WILL BE RESPONSIBLE FOR CALLING MISS DIG FOR PUBLIC SUPPLIED UTILITIES. KIMBERLY FENCE IS IN NO WAY RESPONSIBLE FOR ANY PERSONAL UNDERGROUND GAS LINES, SPRINKLER LINES, ELECTRICAL LINES, ETC.

INSTALL 6' TALL SHADOWBOX DOG EAR ON  
STEEL POSTMASTERS, REMOVE OLD FENCE  
AND HAUL AWAY



### Approved & Accepted for Customer:

Contract Amount: \$ 3621.05

Down Payment: \$ 1800.00

Balance Upon Completion: \$ 1821.05

Accepted for KIMBERLY FENCE & SUPPLY INC.:

Salesperson

Date

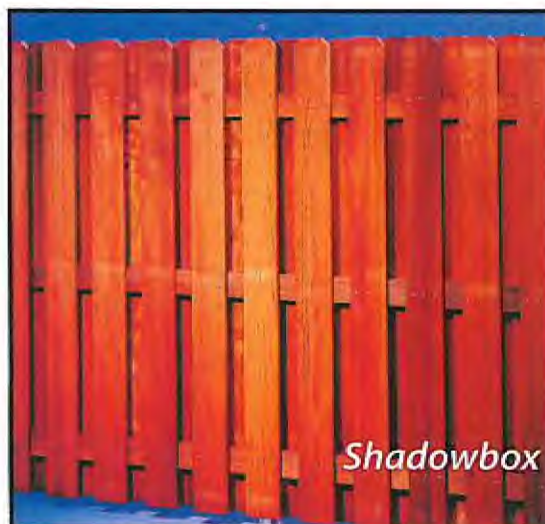
Deposit 11-8-16 American Express



# PostMaster® Works With Most Styles

## Will PostMaster limit my design options?

No. You are only limited by your imagination. PostMaster can be incorporated with most wood fence styles, adding natural beauty and warmth that only a wood fence can provide. Your professional fence contractor can help you with a design that is right for you and can assure proper installation practices for your local conditions.



MEMO 17 - 19

TO: Lisa Hathaway, City Clerk  
FROM: Frank Schulte, Director of Public Services FS  
DATE: April 28, 2017  
SUBJECT: Variance – Fence at 1039 Hawthorne

RECEIVED  
MAY -1 2017  
CITY OF GROSSE POINTE WOODS

I have reviewed the application from resident Nancy Silveri requesting a fence variance at 1039 Hawthorne. The fence variance will have no impact on the Department of Public Works or utilities.

If you have any questions please contact me.

cc Gene Tutag  
O/F

dm



## AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 1039 Hawthorne Road  
Nancy Silveri

State of Michigan )  
 ) ss.  
County of Wayne )

**I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 5-24-17 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2007 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 253870.**

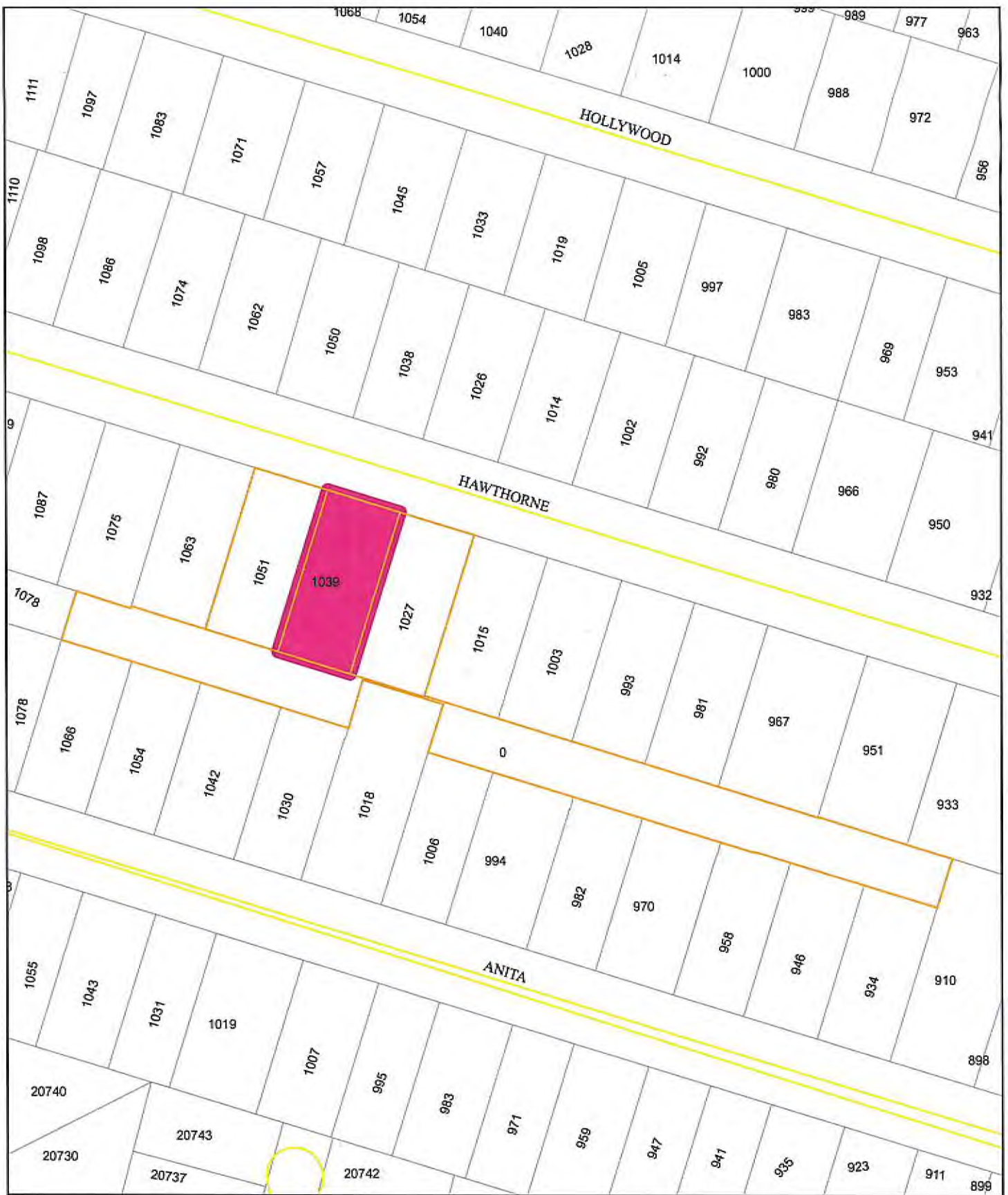
**Lisa Kay Hathaway, CMMC/MMC**  
**City Clerk**

**See attached document for complete list.**

1039 Hawthorne Rd - 3' Radius

ownersname	ownersna_1	ownerstreet	ownercity	ownerstate	ownerzipco
THOMPSON THOMAS	THOMPSON POLL	1051 HAWTHORNE RD	GROSSE POINTE WOODS	MI	48236
SILVERI NANCY L		1039 HAWTHORNE RD	GROSSE POINTE WOODS	MI	48236
CADIEUX SCOTT	CADIEUX COLLEEN	1027 HAWTHORNE RD	GROSSE POINTE WOODS	MI	48236
ALCI, LLC		19220 19TH PLACE	MIAMI	FL	33179





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INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

Subject: 1039 Hawthorne Road

Date: 05/22/2017







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\*ALL RIGHTS RESERVED



INFORMATION TECHNOLOGY DEPARTMENT  
Geographic Information Systems (GIS) Division

Subject: 1039 Hawthorne Road

Date: 05/22/2017







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\*ALL RIGHTS RESERVED



INFORMATION TECHNOLOGY DEPARTMENT  
Geographic Information Systems (GIS) Division  
Subject: 1039 Hawthorne Road  
Date: 05/22/2017





**Lisa Hathaway**

---

**From:** Marlin Stewart [marlin.stewart@att.net]  
**Sent:** Thursday, May 18, 2017 2:15 PM  
**To:** Lisa Hathaway; Frank Schulte  
**Subject:** FW: Request to be on June 5th Council Agenda

Hi Lisa,

Frank called me and explained that Cook Road repair, has funding coming from the State, so we will leave that out of comments on June 5th.

We will leave our question to the council on June 5th as:

When are we requesting a \$2,000,000 bond or millage to finish the Section D (Immediate Road Program)

Thanks,

*Marlin*

313-854-0123

---

**From:** Marlin Stewart [mailto:marlin.stewart@att.net]  
**Sent:** Wednesday, May 17, 2017 10:08 AM  
**To:** 'Lisa Hathaway' <LHathaway@gpwwmi.us>  
**Subject:** Request to be on June 5th Council Agenda

Lisa,  
 Requesting to be heard or put on June 5th 2017 City Council Agenda.

- Regarding City of Grosse Pointe Woods Infrastructure Inventory - Pavement, (7.5 miles) Section D (Immediate Program) 8/28/2013

More specific:

- Stanhope - Chester Ave to W. City Limits
- Anita Ave - Helen Ave to Mack Ave
- Anita Ave - W. City Limits to Helen
- Beaufait Ave W. City Limits to Mack Ave
- Brys Dr - Helen Ave to Mack Ave.

Based on current costs, the cost to finish Section D (Immediate Program) is \$2,000,000 (2Mil)

Question to the council: When are we requesting a \$2,000,000 bond or millage to finish the Section D (Immediate Road Program)

We see in past minutes, a request to look into monies for Cook Road, and other municipal building repairs, yet the finishing of Section D, Immediate Road Program Repair is never mentioned.

Regards,  
 Marlin Stewart  
 313-854-0123  
[marlin.stewart@att.net](mailto:marlin.stewart@att.net)



## **Pavement Inventory**

The City of Grosse Pointe Woods road system consists of approximately 57 miles of roads which are concrete or asphalt overlaid streets. The road system is visually inspected approximately every other year and each road section is rated. The road rating corresponds with the anticipated number of years prior to necessary replacement. As of the last rating (Fall, 2013) the ratings broke down as follows:

Immediate:	7.5 miles
1 to 3 years:	2.2 miles
4 to 8 years:	4.0 miles
9 to 20 years:	36.5 miles
21 to 40 years:	6.3 miles

There are several treatments for roads depending on existing condition. Common treatments are reconstruction, resurfacing, patching and joint sealing. Roads with a rating of Immediate or 1 to 3 years have deteriorated to a point where reconstruction is the only reasonable treatment. Some roads in the 4 to 8 rating may be resurfaced and/or patched, but many have deteriorated to a point where reconstruction is the only option. Streets with a rating of 9 to 20 years and 21 to 40 years are able to be rehabilitated with patching, resurfacing and/or joint sealing. The most cost effective way to maintain a road system is to regularly perform preventative maintenance (patching, resurfacing and joint sealing) which costs significantly less and is much less disruptive than reconstruction.

For the sake of budgeting, costs provided in the inventory are for reconstruction. The budget unit price used is \$100 per square yard which includes construction, engineering, administration, etc. This equates to roughly \$1.46 million per mile for a typical 25 foot wide road.

February, 2014

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**Section D (Immediate Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Allard Ave.	Chester Avenue	Bramcaster Road	1934	1962	A. ON C.	0	\$279,000
Allard Ave.	Bramcaster Road	Mack Avenue	1934	1962	A. ON C.	0	\$277,000
Anita Ave.	Helen Ave.	Mack Ave.	1954	1981	A. ON C.	0	\$277,000
Anita Ave.	W. City Limits	Helen Ave.	1954	1981	A. ON C.	0	\$141,000
Anita Ave.	Mack Avenue	Charlevoix Avenue	1934	1962	A. ON C.	0	\$513,000
Beaufait Ave.	W. City Limits	Mack Avenue	1934	1962	A. ON C.	0	\$418,000
Broadstone Rd.	W. City Limits	Mack Avenue	1934	1962	A. ON C.	0	\$564,000
Brys Dr.	Helen Ave.	Mack Avenue	1954		CONC.	0	\$265,000
Brys Dr.	Mack Avenue	Marter Road	1934	1962	A. ON C.	0	\$822,000
Country Club Dr.	W. City Limits	Mack Avenue	1934	1973	A. ON C.	0	\$432,000
Crescent Ln.	Cook Road	Cook Road	1964	1981	A. ON C.	0	\$303,000
Hollywood Ave.	Goethe Avenue	Marter Road	1964	1962	A. ON C.	0	\$477,000
Huntington Blvd.	Mack Avenue	Holiday Avenue	1954		CONC.	0	\$557,000
Lancaster Ave.	W. City Limits	Mack Avenue	1934	1962	A. ON C.	0	\$418,000
Maple Ln.	Wedgewood Drive	Wedgewood Drive	1954	1962	A. ON C.	0	\$125,000
North Oxford Rd.	Fairway Dr	Morningside Dr	1934	1981	A. ON C.	0	\$553,000
Oxford Rd.	W. City Limits	Jackson Avenue	1934	1962	A. ON C.	0	\$226,000
Oxford Rd.	Jackson Avenue	Mack Avenue	1934	1962	A. ON C.	0	\$206,000



**Section D (Immediate Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Severn Rd.	Bramcaster Road	Mack Avenue	1934	1962	A. ON C.	0	\$446,000
South Renaud Rd.	Mack Avenue	E. of Milk River	1954	1973	A. ON C.	0	\$613,000
South Renaud Rd.	E. of Milk River	Fairway Ave.	1954	1973	A. ON C.	0	\$317,000
Stanhope Ave.	Mack Avenue	Chester Avenue	1934	1962	A. ON C.	0	\$613,000
Stanhope Ave.	Chester Avenue	W. City Limits	1944	1962	A. ON C.	0	\$468,000
Sunningdale Dr.	Fairway Drive	Wedgewood Drive	1934	1962	A. ON C.	0	\$637,000
Sunningdale Dr.	Wedgewood Drive	Morningside Drive	1934	1962	A. ON C.	0	\$478,000
Sunningdale Dr.	Morningside Drive	E. City Limits	1934	1981	A. ON C.	0	\$335,000
Virginia Ln.	Vernier Road	Cul de Sac	1964		CONC.	0	\$42,000
Wedgewood Dr.	Vernier Road	Dead End	1954	1985	A. ON C.	0	\$139,000
<b>Total Replacement Cost:</b>							<b>\$10,941,000</b>

**Section D (1 to 3 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Fleetwood Dr.	Alley	Mack Avenue	1984		CONC.	1-3	\$53,000
Ida Ln.	Ida Ln. W.	Cul-de-Sac	1944		A. ON C.	1-3	\$44,000
Lochmoor Blvd.	Holiday Road	Milk River	1984	1990	CONC.	1-3	\$405,000
Lochmoor Blvd.	Milk River	W. of Fairway Avenue	1934	1973	A. ON C.	1-3	\$393,000
Lochmoor Dr.	Mack Alley	Mack Ave.	1934		CONC.	1-3	\$53,000
Morningside Dr.	Oxford Rd.	Sunningdale Drive	1979		CONC.	1-3	\$654,000
Oxford Rd.	Mack Avenue	Holiday Rd.	1934	1962	A. ON C.	1-3	\$403,000
Roslyn Rd.	Mack Avenue	Marter Road	1934	1985	A. ON C.	1-3	\$934,000
South Renaud Rd.	Fairway Ave.	N. Renaud Rd.	1954	1973	A. ON C.	1-3	\$143,000
Wedgewood Dr.	South Oxford Road	North Oxford Rd.	1954		CONC.	1-3	\$79,000
<b>Total Replacement Cost:</b>							<b>\$3,161,000</b>



**Section D (4 to 8 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Allard Ave.	W. City Limits	Chester Avenue	1964	1962	A. ON C.	4-8	\$446,000
Avon Ct.	Wedgewood Avenue	Dead End	1964		CONC.	4-8	\$98,000
Bramcaster Rd.	Stanhope Ave.	Allard Ave.	1964		CONC.	4-8	\$80,000
Brys Dr.	Eight Mile Road	City Limits	1954		CONC.	4-8	\$35,000
Edmundton Dr.	Charlevoix Ave	Marter Rd.	1964		CONC.	4-8	\$262,000
Fairway Dr.	Sunningdale Avenue	S. Oxford	1954		CONC.	4-8	\$457,000
Hampton Rd.	Mack Avenue	Marter Road	1934	1981	A. ON C.	4-8	\$802,000
Hampton Rd.	Morningside Drive	E. City Limits	1997	1981	A. ON C.	4-8	\$229,000
Lake Shore Ln.	Morningside Drive	E. City Limits	1954		CONC.	4-8	\$195,000
Lochmoor Blvd.	Sunningdale Park	Holiday Road	1984	1990	CONC.	4-8	\$529,000
Lochmoor Blvd.	W. of Morningside Drive	E. City Limits	1934	1973	A. ON C.	4-8	\$283,000
Marion Ct.	River Road	Dead End	1964		CONC.	4-8	\$98,000
Marter Rd.	Hawthorne	Brys Dr.	1964	1985	A. ON C.	4-8	\$413,000
Marter Rd.	Brys Dr.	Blairmoor Ct.	1964		CONC.	4-8	\$161,000
Marter Rd.	Vernier Road	Hawthorne	1964	1985	A. ON C.	4-8	\$243,000

Section D (4 to 8 Year Program)  
City of Grosse Pointe Woods Infrastructure Inventory - Pavement

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Parkway Dr.	Marter Road	River Road	1964		CONC.	4-8	\$223,000
Roslyn Rd.	Marter Road	E. of Milk River Bridge	1934		CONC.	4-8	\$127,000
Toles Ave.	Vernier Road	N. City Limits	1979		CONC.	4-8	\$42,000
Vernier Rd.	Charlevoix Avenue	Wendy Lane	1964		CONC.	4-8	\$627,000
Vernier Rd.	Wendy Lane	Fairway Lane	1964		CONC.	4-8	\$451,000
Wedgewood Dr.	Sunningdale Drive	Hidden Lane	1954		CONC.	4-8	\$125,000
Total Replacement Cost:							\$5,926,000



**Section D (9 to 20 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Aline Ave.	Mack Avenue	E. of Marter Road	1954		CONC.	9-20	\$947,000
Anita Ave.	Charlevoix Avenue	Marter Road	1989		CONC.	9-20	\$256,000
Anita Ave.	Marter Road	E. City Limits	1964		CONC.	9-20	\$1,028,000
Arthur Ave.	S. of Stanhope Ave.	N. of Allard Avenue	1944		CONC.	9-20	\$167,000
Ballantyne Ct.(E&W)	Fairford Avenue	Fairford Avenue	1954		CONC.	9-20	\$279,000
Baltree Ct.	Fairholme Road	S. to Cul-de-Sac	1944		CONC.	9-20	\$70,000
Berns Ct.	Fairholme Road	S. City Limits	1974		CONC.	9-20	\$70,000
Birch Ln.	Fairford Avenue	Morningside Drive	1954		CONC.	9-20	\$279,000
Blairmoor Ave.	Goethe Avenue	Edmundton Avenue	1964		CONC.	9-20	\$683,000
Blairmoor Ave.	River Road	Van "K" Drive	1964		CONC.	9-20	\$766,000
Blossom Ln.	Cook Road	S. City Limits	1944	2001	A. ON C.	9-20	\$125,000
Blossom Pl.	Mack Avenue	Blossom Lane	1944	2001	A. ON C.	9-20	\$56,000
Bournemouth Rd.	Leslie Avenue	Mack Avenue	1934	1981	A. ON C.	9-20	\$432,000
Bramcaster Rd.	Prestwick Road	Allard Avenue	1964		CONC.	9-20	\$460,000
Bramcaster Rd.	Allard Avenue	N. of Huntington Blvd.	1964		CONC.	9-20	\$237,000
Briarcliff Dr.	River Road	Van "K" Drive	1964		CONC.	9-20	\$655,000
Brys Dr.	Marter Road	River Road	1964		CONC.	9-20	\$205,000
Brys Dr.	River Road	Wedgewood Drive	1964		CONC.	9-20	\$785,000
Canterbury Dr.	River Road	Van "K" Drive	1964		CONC.	9-20	\$934,000
Centerbrook Ct.	Yorktown Road	N. City Limits	1964		CONC.	9-20	\$70,000
Charlevoix Ave.	Vernier Road	N. of Aline Drive	1964		CONC.	9-20	\$683,000
Charlevoix Ave.	N. of Aline Drive	N. of Edmundton Drive	1964		CONC.	9-20	\$139,000
Chester Ave.	S. of Stanhope Ave.	N. of Allard Avenue	1944		CONC.	9-20	\$167,000
Christine Ct.	Vernier Road	N. City Limits	1964		CONC.	9-20	\$56,000
Cook Rd.	Mack Avenue	Chalfonte Avenue	1993		CONC.	9-20	\$585,000
Cook Rd.	Chalfonte Avenue	Wedgewood Road	1954		CONC.	9-20	\$725,000
Cook Rd.	Wedgewood Drive	Morningside Drive	1954		CONC.	9-20	\$339,000



**Section D (9 to 20 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Cook Rd.	Morningside Drive	E. City Limits	1954		CONC.	9-20	\$209,000
Coventry Ln.	Morningside Drive	E. of Morningside Drive	1954		CONC.	9-20	\$125,000
Cul De Sac	Canterbury Drive	N. City Limits	1964		CONC.	9-20	\$56,000
Cul De Sac	Canterbury Drive	N. City Limits	1964		CONC.	9-20	\$56,000
Cul De Sac	Canterbury Drive	N. City Limits	1964		CONC.	9-20	\$56,000
Deeplands Rd.	Thorn Tree Road	E. City Limits	1954		CONC.	9-20	\$42,000
Dorthen Ave.	Mack Avenue	Holiday Avenue	1954	2001	A. ON C.	9-20	\$279,000
Doyle Ct.	Fairford Avenue	N. City Limits	1954		CONC.	9-20	\$112,000
Doyle Place East	Fairford Avenue	Doyle Place West	1954		CONC.	9-20	\$460,000
Doyle Place W.	Fairford Avenue	Wedgewood Drive	1954		CONC.	9-20	\$265,000
Eastbourne Ave.	Prestwick Road	Stanhope Avenue	1964		CONC.	9-20	\$376,000
Eastbrook Ct.	Yorktown Road	N. City Limits	1964		CONC.	9-20	\$98,000
Edmundton Dr.	Marter Rd.	Blairmoor Ct.	1964		CONC.	9-20	\$90,000
Edmundton Dr.	N. City Limits	Charlevoix Ave	1964		CONC.	9-20	\$210,000
Edshire Pl.	Cook Road	Pear Tree Lane	1954		CONC.	9-20	\$167,000
Eight Mile Rd.	W. City Limits	Brys Drive	1954		CONC.	9-20	\$110,000
Eight Mile Rd.	Mack Avenue	E. of Mack Avenue	1964		CONC.	9-20	\$434,000
Eight Mile Rd.	E. of Mack	Goethe Avenue	1964		CONC.	9-20	\$181,000
Eight Mile Rd.	Goethe Avenue	Yorktown Road	1964		CONC.	9-20	\$110,000
Emory Ct.	Torrey Road	Torrey Road	1979		CONC.	9-20	\$348,000
Fair Ct.	Mack Avenue	E. City Limits	1984		CONC.	9-20	\$125,000
Fairford Rd.	Torrey Road	Wedgewood Road	1954	2000	A. ON C.	9-20	\$349,000
Fairford Rd.	Fairholme Road	Wedgewood Road	1954	2000	A. ON C.	9-20	\$349,000
Fairford Rd.	Wedgewood Road	Morningside Drive	1954	1981	A. ON C.	9-20	\$233,000
Fairford Rd.	E. of Morningside Drive	E. City Limits	1954	1981	A. ON C.	9-20	\$125,000
Fairholme Rd.	Mack Avenue	W. of Milk River	1944	2007	A. ON C.	9-20	\$585,000
Fairholme Rd.	W. of Milk River Bridge	Fairford Road	1954	2007	A. ON C.	9-20	\$320,000



**Section D (9 to 20 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Fairway Dr.	S. Oxford	Fairford	1999	1999	A. ON C.	9-20	\$256,000
Fairway Dr.	Fairford	Dead End	1954		CONC.	9-20	\$212,000
Fairway Ln.	Vernier Road	Dead End	1964	2000	A. ON C.	9-20	\$223,000
Fleetwood Dr.	Jackson Ave.	Alley	1984		CONC.	9-20	\$99,000
Ford Ct.	Mack Avenue	E. City Limits	1984		CONC.	9-20	\$125,000
Ghesquiere Ct.	Fairholme Road	S. to Cul-de-Sac	1996		CONC.	9-20	\$70,000
Glen Arbor Ln.	Morningside Drive	E. of Morningside Drive	1954		CONC.	9-20	\$125,000
Goethe Ave.	Anita Avenue	N. of Aline Drive	1964		CONC.	9-20	\$557,000
Goethe Ave.	N. of Aline Drive	N. City Limits	1964		CONC.	9-20	\$139,000
Green Ct.	Morningside Drive	E. of Morningside Drive	1979		CONC.	9-20	\$56,000
Hampton Rd.	W. City Limits	Mack Avenue	1954		CONC.	9-20	\$418,000
Hampton Rd.	Marter Road	E. of Milk River Bridge	1999	1999	A. ON C.	9-20	\$117,000
Hampton Rd.	E. of Milk River Bridge	Wedgewood Drive	1974		CONC.	9-20	\$457,000
Hampton Rd.	Wedgewood Drive	Morningside Drive	1984		CONC.	9-20	\$220,000
Hawthorne Ave.	W. City Limits	Mack Avenue	1954		CONC.	9-20	\$418,000
Hawthorne Rd.	Mack Avenue	Goethe Avenue	1954		CONC.	9-20	\$317,000
Hawthorne Rd.	Marter Road	E. City Limits	1979		CONC.	9-20	\$947,000
Heather Ln.	Morningside Drive	E. of Morningside Drive	1954		CONC.	9-20	\$139,000
Helen Ave.	Lochmoor Boulevard	Vernier Road	1954		CONC.	9-20	\$585,000
Helen Ave.	Vernier Road	Brys Drive	1954		CONC.	9-20	\$543,000
Hidden Ln.	E. City Limits	W. of Wedgewood Drive	1954		CONC.	9-20	\$627,000
Hidden Ln.	Cul-de-Sac	Wedgewood Drive	1999	1985	A. ON C.	9-20	\$220,000
Higbie Place (N & S)	Morningside Drive	Morningside Drive	1954		CONC.	9-20	\$279,000
Holiday Rd.	Cook Road	Fairholme Road	1954		CONC.	9-20	\$209,000
Holiday Rd.	Fairholme Road	Sunningdale Drive	1954		CONC.	9-20	\$446,000
Hollywood Ave.	W. City Limits	Mack Avenue	1954		CONC.	9-20	\$418,000
Hollywood Ave.	Mack Avenue	Goethe Avenue	1964	1985	A. ON C.	9-20	\$287,000



**Section D (9 to 20 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Hollywood Ave.	Marter Road	Wedgewood Drive	1954		CONC.	9-20	\$594,000
Hollywood Ave.	Wedgewood Drive	E. City Limits	1954		CONC.	9-20	\$446,000
Huntington Blvd.	W. City Limits	Mack Avenue	1954		CONC.	9-20	\$892,000
Ida Ln.	Cook Road	Cook Road	1944	1985	A. ON C.	9-20	\$432,000
Jackson Ave.	S. of Kenmore Drive	Lochmoor Boulevard	1964		CONC.	9-20	\$251,000
Jackson Ave.	Lochmoor Avenue	VanAntwerp Avenue	1964		CONC.	9-20	\$725,000
Kenmore Dr.	W. City Limits	Mack Avenue	1959	2000	A. ON C.	9-20	\$167,000
Kings Ct.	Cook Road	Cook Road	1944	2002	A. ON C.	9-20	\$320,000
Lee Ct.	Vernier Road	N. City Limits	1964		CONC.	9-20	\$42,000
Lennon Ave.	W. City Limits	Mack Avenue	1934	1997	A. ON C.	9-20	\$418,000
Leslie Ave.	Bournemouth Road	Prestwick Road	1964		CONC.	9-20	\$217,000
Linville Ave.	Bournemouth Road	S. City Limits	1954		CONC.	9-20	\$153,000
Lochmoor Blvd.	W. of Fairway Avenue	Wedgewood Drive	1934	1973	A. ON C.	9-20	\$666,000
Lochmoor Blvd.	Wedgewood Drive	W. of Morningside Drive	1934	1973	A. ON C.	9-20	\$461,000
Manchester Blvd.	W. City Limits	Mack Avenue	1969		CONC.	9-20	\$892,000
Marford Ct.	Fairholme Road	S. City Limits	1944		CONC.	9-20	\$70,000
Marter Rd.	Blairmoor Ct.	Parkway Dr.	1964		CONC.	9-20	\$133,000
Moorland Ave.	River Road	E. City Limits	1964		CONC.	9-20	\$725,000
Morningside Dr.	Cook Road	Oxford Rd.	1954	2002	A. ON C.	9-20	\$967,000
Morningside Dr.	Sunningdale Drive	Hidden Lane	2002		CONC.	9-20	\$517,000
Morningside Dr.	Vernier Road	Hampton Road	1954		CONC.	9-20	\$376,000
Morningside Dr.	Hampton Road	Moorland Drive	1964		CONC.	9-20	\$585,000
Morningside Dr.	Moorland Avenue	N. City Limits	1964		CONC.	9-20	\$293,000
Morningside Dr.	Hidden Lane	Vernier Rd	1954		CONC.	9-20	\$398,000
Newcastle Rd.	W. City Limits	Mack Avenue	1992		CONC.	9-20	\$446,000
North Brys Dr.	Wedgewood Drive	Van "K" Drive	1964		CONC.	9-20	\$404,000
North Oxford Rd.	Oxford Road	Fairway Dr	2008		CONC.	9-20	\$550,000



**Section D (9 to 20 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
North Rosedale Ct.	N. City Limits	Morningside Drive	1964		CONC.	9-20	\$98,000
North Rosedale Ct.	Morningside Drive	Van "K" Drive	1964		CONC.	9-20	\$181,000
Norton Ct.	Torrey Lane	N. City Limits	1974		CONC.	9-20	\$70,000
O'Mara Ct.	Fairford Avenue	S. City Limits	1993		CONC.	9-20	\$98,000
Oxford Rd.	Morningside Drive	E. City Limits	1989		CONC.	9-20	\$195,000
Paget Ct.	Fairholme Road	Fairholme Road	1944	2000	A. ON C.	9-20	\$237,000
Peach Tree Ln.	Thorn Tree Road	Cook Road	1954		CONC.	9-20	\$348,000
Pear Tree Ln.	Wedgewood Drive	Thorn Tree Road	1954		CONC.	9-20	\$362,000
Perrien Rd.	W. of Morningside Drive	Van "K" Drive	1964		CONC.	9-20	\$293,000
Prestwick Rd.	W. City Limits	Leslie Avenue	1934		CONC.	9-20	\$307,000
Prestwick Rd.	Bramcaster Road	Leslie Avenue	1979		CONC.	9-20	\$125,000
Prestwick Rd.	Leslie Avenue	Eastbourne Road	1979		CONC.	9-20	\$84,000
Raymond Dr.	S. City Limits	Bournemouth Road	1954		CONC.	9-20	\$153,000
Renaud	Morningside Drive	E. City Limits	1954	2002	A. ON C.	9-20	\$188,000
Ridgemont Ave.	W. City Limits	Mack Avenue	1954		CONC.	9-20	\$418,000
River Rd.	Brys Drive	North Sub. Line	1964		CONC.	9-20	\$167,000
River Rd.	North Sub. Line	Parkway Drive	1964		CONC.	9-20	\$139,000
River Rd.	Parkway Drive	Moorland Drive	1964		CONC.	9-20	\$167,000
River Rd.	Moorland Drive	N. City Limits	1964		CONC.	9-20	\$111,000
Robert John Rd.	E. City Limits	W. City Limits	1964		CONC.	9-20	\$98,000
Roslyn Rd.	W. City Limits	Mack Avenue	1954		CONC.	9-20	\$418,000
Roslyn Rd.	E. of Milk River Bridge	Wedgewood Drive	1934		CONC.	9-20	\$319,000
Saddle Lane North	Saddle Lane South	Saddle Lane	1964		CONC.	9-20	\$195,000
Saddle Lane South	Saddle Lane North	Saddle Lane	1964		CONC.	9-20	\$209,000
Saddle Ln.	Cook Road	Saddle Lane South	1964		CONC.	9-20	\$125,000
Shoreham Ct.	W. City Limits	Wedgewood	1954		CONC.	9-20	\$237,000
Shoreham Rd.	Wedgewood Drive	E. City Limits	1954		CONC.	9-20	\$418,000



**Section D (9 to 20 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
South Brys Dr.	Morningside Drive	Van "K" Drive	1964		CONC.	9-20	\$181,000
South Renaud Rd.	North Renaud Road	E. of Wedgewood Drive	1954	1973	A. ON C.	9-20	\$227,000
South Renaud Rd.	W. of Wedgewood Drive	Dead End	1954	1997	A. ON C.	9-20	\$79,000
South Rosedale Ct.	N. City Limits	Morningside Drive	1964		CONC.	9-20	\$265,000
South Rosedale Ct.	Morningside Drive	Van "K" Drive	1964		CONC.	9-20	\$181,000
Sunningdale Dr.	Sunningdale Park	Holiday Road	1979		CONC.	9-20	\$337,000
Sunningdale Dr.	Holiday Road	Fairway Drive	1979		CONC.	9-20	\$460,000
Thorn Tree Rd.	Morningside Drive	Cook Road	1954		CONC.	9-20	\$348,000
Torrey Rd.	Mack Avenue	Holiday Avenue	1999		CONC.	9-20	\$617,000
Torrey Rd.	Holiday Road	Fairford Road	1999		CONC.	9-20	\$346,000
Van "K" Dr.	Brys Drive South	S. Esmt. Moorland Drive	1964		CONC.	9-20	\$404,000
Van "K" Dr.	Esmt. S. of Moorland	North Rosedale Court	1964		CONC.	9-20	\$251,000
Van Antwerp Ave.	W. City Limits	Mack Avenue	1934	1997	A. ON C.	9-20	\$418,000
Vernier Rd.	Mack Avenue	Sunningdale Drive	1999	1998	A. ON C.	9-20	\$178,000
Vernier Rd.	Sunningdale Drive	Charlevoix Avenue	1999	1999	A. ON C.	9-20	\$627,000
Vernier Rd.	Fairway Lane	E. City Limits	1934		CONC.	9-20	\$1,239,000
Wedgewood Dr.	Cook Road	Doyle Place East	1954		CONC.	9-20	\$279,000
Wedgewood Dr.	Vernier Road	N. of North Brys Drive	1954		CONC.	9-20	\$683,000
Wedgewood Dr.	N. of North Brys Drive	Esmt. S/Moorland Drive	1964		CONC.	9-20	\$251,000
Wedgewood Dr.	Esmt. S/Moorland Drive	Baircliff Avenue	1964		CONC.	9-20	\$70,000
Wedgewood Dr.	Doyle Place East	Fairford	1954		CONC.	9-20	\$265,000
Wedgewood Dr.	Fairford	Shoreham Road	1954		CONC.	9-20	\$84,000
Wedgewood Dr.	Shoreham Road	South Oxford Road	1954		CONC.	9-20	\$125,000
Wedgewood Dr.	North Oxford Road	North Renaud Road	1954		CONC.	9-20	\$181,000
Wedgewood Dr.	North Renaud Road	Sunningdale Drive	1954		CONC.	9-20	\$223,000
Wendy Ln.	Vernier Road	N. City Limits	1944		CONC.	9-20	\$42,000
Westbrook Ct.	Yorktown Road	N. City Limits	1964		CONC.	9-20	\$70,000



Section D (9 to 20 Year Program)  
City of Grosse Pointe Woods Infrastructure Inventory - Pavement

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Wickes Ln.	Vernier Road	N. City Limits	1979		CONC.	9-20	\$42,000
Williams Ct.	Fairford Avenue	Fairford Avenue	1954		CONC.	9-20	\$376,000
Woods Lane Ct.	Woods Lane	S. City Limits	1964		CONC.	9-20	\$70,000
Woods Ln.	River Road	Van "K" Drive	1964		CONC.	9-20	\$697,000
Yorktown Rd.	N. City Limits	Marter Road	1964		CONC.	9-20	\$376,000
Total Replacement Cost:							\$53,469,000

**Section D (21 to 40 Year Program)**  
**City of Grosse Pointe Woods Infrastructure Inventory - Pavement**

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
Chalfonte Ave.	S. City Limits	Cook Road	1997	2012	A. ON C.	21-40	\$194,000
Clairview Ct.	Torrey Road	Torrey Road	1944		CONC.	21-40	\$279,000
Elford Ct.	Torrey Road	Torrey Road	2004		CONC.	21-40	\$307,000
Fleetwood Dr.	W. City Limits	Jackson Avenue	1934		CONC.	21-40	\$274,000
Harper Ser. Dr.	N. City Limits	S. City Limits	1954		CONC.	21-40	\$207,000
Hawthorne Rd.	Goethe Avenue	Marter Road	1954		CONC.	21-40	\$547,000
Hunt Club Dr.	W. City Limits	Mack Avenue	1934		CONC.	21-40	\$432,000
Littlestone Rd.	W. City Limits	Mack Avenue	2002		CONC.	21-40	\$446,000
Lochmoor Dr.	W. City Limits	Mack Alley	1934		CONC.	21-40	\$379,000
Lochmoor Dr.	Mack Avenue	Sunningdale Park	1934	2007	A. ON C.	21-40	\$128,000
Marter Rd.	Parkway	N. City Limits	1997		CONC.	21-40	\$199,000
North Renaud Rd.	South Renaud Road	South Renaud Road	2004		CONC.	21-40	\$599,000
North Renaud Rd.	South Renaud Road	Morningside Drive	2005		CONC.	21-40	\$1,073,000
Norwood Dr.	W. City Limits	Mack Avenue	1934		CONC.	21-40	\$432,000
Prestwick Rd.	Eastbourne	Mack Ave	1979		CONC.	21-40	\$132,000
Roslyn Rd.	Wedgewood Drive	E. City Limits	1934		CONC.	21-40	\$460,000
Severn Rd.	W. City Limits	Bramcaster Road	2001		CONC.	21-40	\$167,000
South Oxford Rd.	Holiday Road	Fairway	2002		CONC.	21-40	\$1,017,000



Section D (21 to 40 Year Program)  
City of Grosse Pointe Woods Infrastructure Inventory - Pavement

Street Name	From	To	Yr. Built	Yr. Overlaid	Pav't Type	Repl Date	Project Replacement
South Oxford Rd.	Fairway	Morningside Drive	2007		CONC.	21-40	\$553,000
Sunningdale Park	Vernier Road	Sunningdale Drive	2006		CONC.	21-40	\$415,000
Sunningdale Park	Sunningdale Drive	Lochmoor Boulevard	2006		CONC.	21-40	\$121,000
Vernier Cir.	Vernier Road	S. City Limits	1993		CONC.	21-40	\$111,000
Vernier Rd.	W. City Limits	Mack Avenue	2006		CONC.	21-40	\$708,000
Young Ln.	Vernier Road	N. to Cul-de-Sac	1944		CONC.	21-40	\$42,000
Total Replacement Cost:							\$9,222,000



CITY OF GROSSE POINTE WOODS  
MEMORANDUM

RECEIVED

MAY 31 2017

CITY OF GROSSE PTE. WOODS

Date: June 5, 2017

To: Mayor and City Council

Re: FY 2017-18 Budget

During the inputting of the budget document into our general ledger system, I discovered that some expenditure reductions were overlooked during the budget adoption process. The numbers contained in the publication are listed under the Original Budget column and the actual numbers are listed under the Amended Budget column.

In discussing the matter with City audit staff, they are recommending that the Council authorize budget amendments for these three departmental budgets in the general fund to correct. The changes are as follows:

	<u>Original Budget</u>	<u>Amended Budget</u>
Attorney Budget	\$277,801	\$261,726
Claims outside Counsel 101-210-812.000	-\$14,500	
Hospital/Dental/Optical 101-210-719.000	- 1,575	
Reduction	-\$16,075	
City Clerk Budget	\$388,121	\$355,547
Minor Equipment 101-215-970.000	-\$15,000	
Hosp/Dental/Optical 101-215-719.000	-\$17,574	
Reduction	-\$32,574	
Community Center Budget	\$282,724	\$277,724
Minor Equipment 101-780-970.000	-\$5,000	
Reduction	-\$5,000	

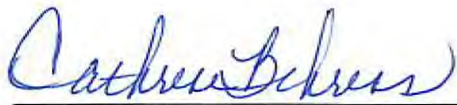
These reductions in general fund expenditures has lowered the amount allocated from the general fund balance for fiscal year 2017-18 from \$198,734 to \$145,085, budget line 101-000-699.000. Re-publication of these amendments is not necessary as these are strictly budget amendments at this time.

**Recommendation**

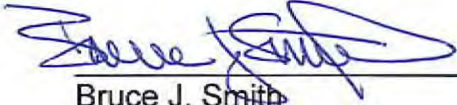
I respectfully request that Council authorize budget amendments in the following general fund department budgets: Reduction of the City Attorney expenditure budget



by \$16,075, reduction of the City Clerk's expenditure budget by \$32,574 and a reduction in the Community Center expenditure budget by \$5,000. These amendments generate an overall decrease to general fund expenditures of \$53,649 resulting in total general fund expenditures in the amount of \$12,809,345.



Cathrene Behrens  
Treasurer/Comptroller



Bruce J. Smith  
City Administrator

\_\_\_\_\_  
City Council Approval



**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**

9C

RECEIVED

MAY 12 2017

CITY OF GROSSE POINTE WOODS

**Date:** May 29, 2017

**To:** Mayor and City Council

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

CB

**Re:** FY 2017-18 Road Debt Budget

Please find attached a copy of the 2017-18 Road Debt Budget document as well a copy of the debt payment schedules on both Issue #1 and Issue #2. As a result of the second issuance on the \$10 million dollar bond, in the amount of \$2.875 million, the City has received a second debt payment schedule which necessitates a budget amendment for this fund for FY 2018. In addition, the recommended millage rate has been increased from 1.5000 to 1.5300 to collect the necessary taxes to cover the debt payment obligation for the fiscal year.

**Recommended Amended Budget**

**Revenues**

Operating Levy	304-000-402.000	\$1,008,958
Interest Earned	304.000.665.000	\$ 2,000
		<u>\$1,010,958</u>

**Expenditures**

Bond Issue #1 Principal	304.990.991.000	\$750,000
Bond Issue #1 Interest	304.990.995.000	\$180,250
Bond Issue #2 Interest	304.990.995.000	<u>\$ 51,177</u>

Total Expenditures		\$999,977
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Net		\$ 10,981
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As you can see, our debt obligation for FY 18 and FY 19 only include interest payments. Based upon the debt schedule, our first principal payment for Issue #2 does not begin until FY 2020. At that time, the millage will have to be adjusted to ensure adequate taxes are collected to pay the debt.

**Recommendation**

I respectfully request that Council authorize the above presented budget amendment to the 2017-18 Road Debt budget and that Council authorize a levy of 1.5300 be placed on the 2017 winter tax bill for the Road Debt millage.



CITY OF GROSSE POINTE WOODS											
BUDGET WORKSHEET - ROAD CONSTRUCTION DEBT											
FY 2017-18											
		FY 15-16	FY 16-17		FY 17-18						
ACCOUNT NO.	ACCOUNT NAME	ACTUAL AMOUNT	BUDGET AMOUNT	7/1/2016 - 2/28/2017 ACTUAL	DEPT REQUESTED	CITY ADMIN RECOMM					
REVENUES											
304.000.402.000	OPERATING LEVY	208,895	976,800	928,119	1,008,958	1,008,958					
304.000.402.001	MTT PROPERTY TAX REFUND	(800)		-							
304.000.665.000	INTEREST EARNINGS	-	2,000	-	2,000	2,000					
	TOTAL REVENUE	208,094	978,800	928,119	1,010,958	1,010,958					
DEBT SERVICE - OTHER											
304.990.991.000	PRINCIPAL	-	750,000	750,000	750,000	750,000					
304.990.995.000	INTEREST	207,605	210,250	112,625	231,427	231,427					
304.999.979.000	FUTURE CAP IMPROVEMENT	-	18,550	-	18,550	18,550					
	TOTAL EXPENSE	207,605	978,800	862,625	999,977	999,977					
NET											
		490	-	65,494	10,981	10,981					

City of Grosse Pointe Woods					
Budget Revenue --ROAD CONSTRUCTION DEBT					
FY 2017-18					
					659,449,995
			Taxable Value	650,668,994	Taxable Value
				7/1/2016 - 2/28/2017	
Acct	Account Name	FY 15-16 Final	FY 16-17 Final	ACTUAL	FY 17-18 Proposed
			1.5000		1.5300
304000402000	Operating Levy	208,895	976,003	928,119	1,008,958
304000402001	MTT Tax Refund	-	-	-	-
304000665000	Interest Earnings	-	2,000	-	2,000
304000668400	Gain on Mkt Value				
304000697000	Trans F/ Reserves	-	-	-	-
Total Solid Waste/Disposal Fund		208,895	978,003	928,119	1,010,958
			978,003		1,010,958



CITY OF GROSSE POINTE WOODS  
BUDGET WORKSHEET - ROAD CONSTRUCTION DEBT  
FY 2017-18  
ACCOUNT DETAIL INFORMATION

ACCOUNT		QTY	UNIT COST	FY 2017-18	
NUMBER	DESCRIPTION			DEPT REQUESTED	CITY ADMIN RECOMM
304990991000	ROAD BOND - PRINCIPAL				
304990991000	Issue # 1--Payable thru 10/2024			750,000	750,000
304990991000	Oct-17			-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
304990991000				-	-
ACCOUNT TOTAL				750,000	750,000

CITY OF GROSSE POINTE WOODS  
BUDGET WORKSHEET - ROAD CONSTRUCTION DEBT  
FY 2017-18  
ACCOUNT DETAIL INFORMATION

ACCOUNT		QTY	UNIT COST	FY 2017-18	
NUMBER	DESCRIPTION			DEPT REQUESTED	CITY ADMIN RECOMM
304990995000	ROAD BOND - INTEREST				
304990995000	Issue # 1, year 2, Payable thru 10/2024				-
304990995000	Oct, 2017			97,625	97,625
304990995000	April, 2018			82,625	82,625
304990995000				-	-
304990995000	<i>Issue #2, year 1, Payable thru 10/2028</i>			<i>51,177</i>	<i>51,177</i>
304990995000				-	-
304990995000				-	-
304990995000				-	-
304990995000				-	-
304990995000				-	-
304990995000				-	-
304990995000				-	-
304990995000				-	-
304990995000				-	-
ACCOUNT TOTAL				231,427	231,427



**CITY OF GROSSE POINTE WOODS**  
**2015 GO Road Construction Bonds**  
**Issue #1**

**SCHEDULE OF PRINCIPAL AND INTEREST REQUIREMENTS**

<b><u>FISCAL</u></b> <b><u>YEAR</u></b>	<b><u>PRINCIPAL</u></b> <b><u>OCTOBER 1</u></b>	<b><u>INTEREST</u></b> <b><u>OCTOBER 1</u></b>	<b><u>INTEREST</u></b> <b><u>APRIL 1</u></b>	<b>TOTAL</b> <b><u>PRINCIPAL</u></b> <b><u>&amp; INTEREST</u></b> <b><u>REQUIREMENTS</u></b>
2016		94,479.86	112,625.00	207,104.86
2017	750,000.00	112,625.00	97,625.00	960,250.00
2018	750,000.00	97,625.00	82,625.00	930,250.00
2019	750,000.00	82,625.00	67,625.00	900,250.00
2020	500,000.00	67,625.00	57,625.00	625,250.00
2021	500,000.00	57,625.00	47,625.00	605,250.00
2022	600,000.00	47,625.00	35,625.00	683,250.00
2023	750,000.00	35,625.00	20,625.00	806,250.00
2024	1,000,000.00	20,625.00	10,625.00	1,031,250.00
2025	1,000,000.00	10,625.00		1,010,625.00
	<b>6,600,000.00</b>	<b>627,104.86</b>	<b>532,625.00</b>	<b>7,759,729.86</b>

<b>ORIGINAL PRINCIPAL</b>	<b>6,600,000.00</b>
<b>TOTAL INTEREST</b>	<b>1,159,729.86</b>
	<b>7,759,729.86</b>

**CITY OF GROSSE POINTE WOODS**  
**2017 GO Road Construction Bonds**  
**Issue #2**

**SCHEDULE OF PRINCIPAL AND INTEREST REQUIREMENTS**

<u>FISCAL YEAR</u>	<u>PRINCIPAL OCTOBER 1</u>	<u>INTEREST OCTOBER 1</u>	<u>INTEREST APRIL 1</u>	<u>TOTAL PRINCIPAL &amp; INTEREST REQUIREMENTS</u>
2018		20,572.94	30,604.38	51,177.32
2019		30,604.38	30,604.38	61,208.76
2020	295,000.00	30,604.38	27,464.10	353,068.48
2021	300,000.00	27,464.10	24,270.60	351,734.70
2022	305,000.00	24,270.60	21,023.88	350,294.48
2023	310,000.00	21,023.88	17,723.93	348,747.81
2024	320,000.00	17,723.93	14,317.53	352,041.46
2025	325,000.00	14,317.53	10,857.90	350,175.43
2026	335,000.00	10,857.90	7,291.83	353,149.73
2027	340,000.00	7,291.83	3,672.53	350,964.36
2028	345,000.00	3,672.53		348,672.53
	<b>2,875,000.00</b>	<b>208,404.00</b>	<b>187,831.06</b>	<b>3,271,235.06</b>
<b>ORIGINAL PRINCIPAL</b>		<b>2,875,000.00</b>		
<b>TOTAL INTEREST</b>		<b>396,235.06</b>		
		<b>3,271,235.06</b>		





**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**

9D

RECEIVED

MAY 16 2017

CITY OF GROSSE PTE. WOODS

**Date:** May 29, 2017

**To:** Mayor and City Council

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

A handwritten signature in blue ink, appearing to be "CB", written over the name "Cathrene Behrens".

**Re:** Unpaid Invoices

Attached is a list of unpaid invoices (Appendix A) for services rendered by the City to residential properties.

Grass Cutting/Property Maintenance	\$2,617.50
Cross Connection Fees	<u>\$750.00</u>
Total Unpaid Invoices	\$3,367.50

Staff has made several attempts to collect these fees but have been unsuccessful. I am requesting Council authorization to transfer the unpaid invoices to the real property tax bills in July 2017.

Thank you.

Appendix A

2016 LANDSCAPE INVOICES			
STREET	ADDRESS	INV #	AMT DUE
Anita	1351	W1001	\$55.00
Anita	1407	W1002	\$55.00
Anita	1713	W1026	\$92.00
Anita	1952	W1016	\$92.00
Anita	1952	W1011	\$290.00
Anita	1952	W1014	\$525.00
Christine Court	20728	W1024	\$92.00
E. Ida	19777	W996	\$75.00
Holiday	20056	W997	\$164.00
Hollywood	2189	W1008	\$55.00
Hunt Club	2056	W1010	\$65.00
Littlestone	1699	W1003	\$102.00
Mack Ave	21151	W991	\$55.00
Mack Ave	19419	W989	\$132.00
Marter	20810	W1023	\$65.00
Marter	20810	W987	\$65.00
Marter	20810	W1006	\$65.00
Oxford	1786	W1012	\$120.50
Ridgemont	2086	W1019	\$65.00
Roslyn	1058	W1005	\$211.00
Vernier	1973	W999	\$65.00
Vernier	2122/2120	W998	\$112.00
	TOTAL LANDSCAPE INVOICES		\$2,617.50
2016 CROSS CONNECTION INVOICES			
STREET	ADDRESS	INV #	AMT DUE
Mack	20853	16-78	\$125.00
Parkway	1190	16-57	\$125.00
Mack	19834	16-14	\$125.00
Mack	20195	16-2	\$125.00
Mack	20207	16-92	\$125.00
Mack	19727	16-6	\$125.00
	TOTAL CROSS CONNECTION INVOICES		\$750.00
GRAND TOTAL OUTSTANDING INVOICES			\$3,367.50



RECEIVED

APR 28 2017

CITY OF GROSSE PTE. WOODS

CITY OF GROSSE POINTE WOODS  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236  
(313) 343-2440

APPLICATION FOR PERMIT/ LICENSE - VENDOR/ SOLICITOR/ PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220

Permit Fees (Annual \$75; Month \$20; Day \$10)

Applicant: Lori A. Rankin Birth Date: \_\_\_\_\_

Home address: 48622 Thorn Tree Ln; Norcross MI, 48044

Telephone: 586-295-2817 Driver's License No. \_\_\_\_\_

Business Name: Comcast Cable Telephone: 800-934-6489

Business Address: 6095 Wall St, Sterling HTS MI, 48312

Description of Business: Cable TV, phone, internet, home security

Assistants: N/A

Name	Address	Date of Birth
------	---------	---------------

Name	Address	Date of Birth
------	---------	---------------

Name	Address	Date of Birth
------	---------	---------------

If vehicle used, describe: 2011 Town & Country, Chrysler, CGN 8296

Year	Make	Model	License Plate #
------	------	-------	-----------------

Other cities served: \_\_\_\_\_

Years previously licensed in Grosse Pointe Woods: NEVER

**VENDOR:** Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

**REFUSE VENDOR:** Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

**SOLICITOR:** Shall not walk on residential or commercial lawns; must use sidewalk.

**NO PERSON:** Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

**LICENSE:** The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: \_\_\_\_\_ Date: 4-26-17

State of Michigan )  
County of Wayne ) ss.

Subscribed and sworn to by Eva Guglielmo  
before me on the 26 day of April, 2017

Eva Guglielmo  
Signature of Notary Public  
My Commission expires: 6-10-2018

	Approve	Deny
Public Safety:	<u>[Signature]</u>	_____
City Clerk:	<u>[Signature]</u>	_____
Council Action:	_____	_____
Plate No.:	_____	_____
Date Issued:	_____	_____
By:	_____	_____



RECEIVED

MAY 16 2017

CITY OF GROSSE PTE. WOODS

CITY OF GROSSE POINTE WOODS  
20025 MACK AVENUE  
GROSSE POINTE WOODS, MI 48236  
(313) 343-2440

**APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL**

Chapter 10 Businesses. Section 10-220  
Permit Fees: Annual \$75; Month \$20; Day \$10

Applicant: John Case Birth Date: \_\_\_\_\_

Home address: 41432 Windmill St, Harrison Township, MI 48045

Telephone: 586.773.0181 Driver's License No. 1

Business Name: Edward Jones Telephone: 586.773.0181

Business Address: 22213 Greater Mack Ave, St. Clair Shores MI 48080

Description of Business: Financial Services

Assistants: Christine Davis 53875 Paul Wood Macomb Township, MI 06/24/1957

Name Address Date of Birth

Name Address Date of Birth

Name Address Date of Birth

If vehicle used, describe: 2015 Chevrolet Silverado

Year Make Model License Plate #

Other cities served: Macomb, Wayne, Oakland and St Clair Counties

Years previously licensed in Grosse Pointe Woods: 2015, 2016

**VENDOR:** Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

**REFUSE VENDOR:** Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

**SOLICITOR:** Shall not walk on residential or commercial lawns; must use sidewalk.

**NO PERSON:** Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

**LICENSE:** The license issued shall expire on December 31 of the year issued. The license fee is to be paid at the time of issuance.

Signed: [Signature] Date: 5/16/2017

State of Michigan )  
County of Wayne ) ss.

Subscribed and sworn to by John Case  
before me on the 16 day of may, 2017

[Signature]  
Signature of Notary Public  
My Commission expires: 4.17.2022

	Approve	Deny
Public Safety:	<u>[Signature]</u>	_____
City Clerk:	<u>[Signature]</u>	_____
Council Action:	_____	_____
Plate No.:	_____	_____
Date Issued:	_____	_____
By:	_____	_____



**Linda Mowen**

**From:** Anne Marie Gattari [anne.gattari@brightstarcare.com]  
**Sent:** Monday, May 15, 2017 7:40 PM  
**To:** Robert E Novitke  
**Cc:** Mark Strek; Lisa Hathaway; Linda Mowen; Stephen Gerhart; huhlig@socservices.org; Kathleen Norris; wittdonald@hotmail.com; joan Thornton; rew2041@aol.com; dmotschall@hotmail.com; 'Sharon Maier'; Sharon Beeby; Todd McConaghy  
**Subject:** Resignation from Senior Citizen Commission

Dear Mayor Novitke,

Thank you for extreme privilege of serving the senior citizens of Grosse Pointe Woods. I am writing to inform you that I have sold BrightStar Care of Grosse Pointe and will be resigning from the Senior Citizen Commission. The May 17 meeting will be my last.

The new owners of BrightStar Care are John and Karen Channing and they are a wonderful couple. I am sure you will have an opportunity to meet them in the community.

I have enjoyed serving on the Commission for the past several years. I wish the city of Grosse Pointe and all of its senior citizens the very best.

Sincerely,

Anne Marie Gattari  
 President | Owner  
 BrightStar Care of Grosse Pointe / Southeast Macomb  
 22811 Greater Mack Ave., Ste. 109  
 St. Clair Shores, MI 48080  
 C 313 670 2804 | O 586 279 3610 | F 586 439 5648  
[grossepointeinfo@brightstarcare.com](mailto:grossepointeinfo@brightstarcare.com)  
<http://www.brightstarcare.com/grosse-pointesoutheast-macomb>

**RECEIVED**

**MAY 16 2017**

**CITY OF GROSSE PTE. WOODS**

  
**BrightStar Care®**  
 HOME CARE | MEDICAL STAFFING  
*A Higher Standard*



Independently Owned and Operated

Disclaimer: The information contained in this electronic message is confidential, proprietary, and intended only for the use of the e-mail address listed as the recipient of this message. If you are not the intended recipient, you are hereby notified that any disclosure, dissemination, distribution, copying of this communication, or unauthorized use of the information is strictly prohibited and subject to prosecution to the fullest extent of the law! If you are not the intended recipient, please delete this electronic message and DO NOT ACT UPON, FORWARD, COPY OR OTHERWISE DISSEMINATE IT OR ITS CONTENTS.

---

**From:** Mark Strek [<mailto:Mark@simaskolaw.com>]

**Sent:** Monday, March 20, 2017 10:26 AM

**To:** Lisa Hathaway <[lhathaway@gpwwmi.us](mailto:lhathaway@gpwwmi.us)>; [lmowen@gpwwmi.us](mailto:lmowen@gpwwmi.us); [sgerhart@gpwwmi.us](mailto:sgerhart@gpwwmi.us); [huhlig@socservices.org](mailto:huhlig@socservices.org); 'Kathleen Norris' <[knorris@gpwwmi.us](mailto:knorris@gpwwmi.us)>; [wittdonald@hotmail.com](mailto:wittdonald@hotmail.com); Joan Thornton <[jmt1212@att.net](mailto:jmt1212@att.net)>; [rew2041@aol.com](mailto:rew2041@aol.com); [dmotschall@hotmail.com](mailto:dmotschall@hotmail.com); 'Sharon Maier' <[smaier1031@yahoo.com](mailto:smaier1031@yahoo.com)>; Anne Marie Gattari <[anne.gattari@brightstarcare.com](mailto:anne.gattari@brightstarcare.com)>; Sharon Beeby <[sbeeby75@gmail.com](mailto:sbeeby75@gmail.com)>; [todd.mcconaghygpw@yahoo.com](mailto:todd.mcconaghygpw@yahoo.com)

**Subject:** Notice Of Meeting and Attachments -- Take 2

Hello All,

Attached please find the Notice of Meeting, Minutes, Etc. for the 3/21 Meeting. A colleague at my office tipped me off that some of our emails were not being sent last week if our inbox was "Too Full." I wasn't sure if this was one of the affected messages in my outbox...



RECEIVED

MAY 19 2017

Approved, SCAO

Original - Court  
1st copy - Defendant2nd copy - Plaintiff  
3rd copy - Return

96

STATE OF MICHIGAN

JUDICIAL CIRCUIT  
3rd JUDICIAL CIRCUIT  
COUNTY PROBATECITY OF GROSSE PTE. WOODS  
SUMMONS AND COMPLAINT

CASE NO.

16-014822-NO

Hon. Lita Masini Popke

Court address

2 Woodward Ave., Detroit, MI48226

Court telephone no.

(313) 224-2953

Plaintiff's name(s), address(es), and telephone no(s).  
Kapusinski, Laura

Plaintiff's attorney, bar no., address, and telephone no.

THOMAS M. LIZZA (P33378)  
BONE BOURBEAU LIZZA & SPAGNUOLO PLLC  
42452 HAYES ROAD, STE 4  
CLINTON TOWNSHIP MI 48038  
586-778-1234

v

Defendant's name(s), address(es), and telephone no(s).

City of Grosse Pointe Woods  
c/o Lisa K. Hathaway, City Clerk  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
(313) 343-2440

16-014822-NO

FILED IN MY OFFICE  
WAYNE COUNTY CLERK

5/16/2017 11:43:31 AM

CATHY M. GARRETT

**SUMMONS** NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified.

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 5/15/2017

This summons expires 8/14/2017

Court clerk/s/ Debra Bynum

\*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

## Family Division Cases

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

## General Civil Cases

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
------------	-------	---------

## VENUE

Plaintiff(s) residence (include city, township, or village) Grosse Pointe Woods, MI	Defendant(s) residence (include city, township, or village) Grosse Pointe Woods, MI
Place where action arose or business conducted Grosse Pointe Woods, MI	

5-16-17  
Date

Signature of attorney/plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.



STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

**LAURA KAPUSCINSKI,**

Plaintiff,

NO. 16-014822-NO

-v-

Hon. Lita Masini Popke

**ANYTIME PLUMBING, INC.,  
and CITY OF GROSSE POINTE WOODS,  
a municipal corporation,**

Defendants.

16-014822-NO

FILED IN MY OFFICE  
WAYNE COUNTY CLERK  
5/15/2017 2:16:36 PM  
CATHY M. GARRETT

Thomas M. Lizza (P33378)  
*Bone, Bourbeau, Bourbeau & Lizza, P.L.L.C.*  
Attorney for Plaintiff  
42452 Hayes Road, Ste. 4  
Clinton Township, MI 48038  
Ph # (586) 778-1234  
Fax # (586) 778-4391

Dane A. Lupo, Jr. (P57039)  
*Lupo & Koczur, P.C.*  
Attorney for Defendant  
44777 Hayes Road, Ste. A  
Sterling Heights, MI 48313  
Ph # (586) 532-5000  
Fax # (586) 532-5001

There is no other pending or resolved  
civil action arising out of the transaction  
or occurrence alleged in the complaint.

/s/ Thomas M. Lizza

Thomas M. Lizza (P33378)

**PLAINTIFF'S FIRST AMENDED COMPLAINT AND JURY DEMAND**

NOW COME the above captioned Plaintiff, LAURA KAPUSCINSKI, by and through her attorneys, BONE, BOURBEAU, BOURBEAU & LIZZA, P.L.L.C. and states unto this Honorable Court as follows:



**GENERAL ALLEGATIONS:**

1. That Plaintiff Laura Kapuscinski at all times is a resident of the City of Grosse Pointe Woods, County of Wayne, State of Michigan.
2. Defendant ANYTIME PLUMBING, INC. is a Michigan corporation located and doing business in Fraser, Macomb County, Michigan.
3. Defendant CITY OF GROSSE POINTE WOODS is a municipality created by state statute with its principle office located at 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236.
4. The amount in controversy exceeds the sum of Twenty-five Thousand (\$25,000.00) Dollars and is otherwise within the jurisdiction of this Court.
5. On or about June 20, 2015, at approximately 3:50 p.m., Plaintiff Laura Kapuscinski was injured due to improper installation of a sidewalk cement slab, which created a trip hazard because of the height differential, located at 1242 Hampton Road, Grosse Pointe Woods, Michigan.
6. Defendant ANYTIME PLUMBING, INC. and/or its contractor, created the trip hazard due to the height differential on or about April 22, 2014, when they were working on the sewer lines and thereafter installing new cement slab of the sidewalk.
7. Defendant ANYTIME PLUMBING, INC. did not properly re-install the sidewalk. The sidewalk was slanted, with a height differential, which created an unnatural trip hazard.
8. On October 7, 2015, Plaintiff provided notice to the CITY OF GROSSE POINTE WOODS of the defective sidewalk within the statutory timeframe.
9. On the aforementioned date and time, Plaintiff Laura Kapuscinski was walking down the sidewalk when suddenly and without warning she tripped on recently installed sidewalk slab that was slanted and had a height differential for more than 30 days. This trip hazard/height differential was created

by the Defendant and/or its contractors, resulting in severe and permanent injuries as further described in this Complaint.

**COUNT I. NEGLIGENCE VS. ANYTIME PLUMBING, INC.**

10. That the plaintiff hereby incorporates by reference and re-alleges herein each and every allegation contained in paragraphs 1-9 as though fully set forth verbatim herein.
11. Defendant worked on plumbing and thereafter installed or worked on sidewalk in April of 2015 located at 1242 Hampton Avenue in City of Grosse Pointe Woods, Michigan.
12. Defendant failed to properly inspect the area that had been repaired and failed to return it to the condition it was in i.e., failed to level the sidewalk slab so that it was even with the adjoining sidewalk slab, thereby creating an unnatural trip hazard.
13. Defendant had a duty toward Plaintiff and other residents to inspect for dangerous conditions, a duty to warn Plaintiff of any dangerous conditions and to eliminate the dangerous conditions which they knew or should have known about.
14. Defendant breached its duties to the Plaintiff as set forth in the following particulars including, but not limited to:
  - a. Negligently installed the concrete sidewalk slab and failed to verify that it was level with the adjacent slab;
  - b. Negligently and carelessly failing to take precautionary measures to correct or alleviate the dangerous conditions and trip hazard they created;
  - c. Negligently and carelessly failing to inspect the area;



- d. Negligently and carelessly failing to warn Plaintiff and others similarly situated of the unsafe condition;
  - e. Negligently and carelessly failing to exercise reasonable care in creating an unsafe condition and failing to correct it.
  - f. Negligently, carelessly, and recklessly failing to remove, mark and/or correct the condition/hazard which they created on a public sidewalk.
15. Defendant's breach of duties as stated above amounts to negligence, active negligence, and/or gross negligence.
16. That the gross and active negligence of Defendant was a direct and proximate cause of the severe and permanent injuries sustained by Plaintiff.
17. That as a direct and proximate result of the negligence of Defendant, Plaintiff Laura Kapuscinski, sustained the following severe and permanent, injuries, all as more specifically hereinafter set forth, but not limited thereto:
- a. Fractured right humerus;
  - b. Fractured scapula, requiring surgery;
  - c. Brachial axillary plexus injury;
  - d. Neuropathy in right arm;
  - e. Reflex sympathetic dystrophy;
  - f. Inability to use right hand or arm;
  - g. Pain and suffering;
  - h. Mental anguish;
  - i. Fright and shock;
  - j. Embarrassment and humiliation;

- k. Medical expenses;
- l. Denial of social pleasures and enjoyments; and
- m. Past, present and future wage loss.

18. That as a direct and proximate result of the negligence of Defendant, Plaintiff Laura Kapuscinski, has suffered immensely; subjecting her to extensive medical treatment and disability therefrom and she will, therefore, be required to undergo additional treatment for the same, all of which will be costly and expensive.

19. That as a direct and proximate result of the negligence of Defendant resulting in injuries to Plaintiff Laura Kapuscinski, she has been unable to perform her normal and usual social, recreational and domestic duties, resulting in damages to the Plaintiff.

20. That Plaintiff's injuries are permanent in nature.

WHEREFORE, Plaintiff Laura Kapuscinski, respectfully requests that this Honorable Court enter a judgment in excess of \$25,000.00 to be determined by the jury, plus interest, costs and attorney fees.

#### **COUNT II. NEGLIGENCE VS. CITY OF GROSSE POINTE WOODS**

21. That the plaintiff hereby incorporates by reference and re-alleges herein each and every allegation contained in paragraphs 1-20 as though fully set forth verbatim herein.

22. Pursuant to MCL 691.1402(A), City of Grosse Pointe Woods has a duty to maintain the sidewalk in reasonable repair.

23. Defendant Grosse Pointe Woods had notice or constructive notice of the trip hazard created by the improper installation of the sidewalk cement slab due to the height differential located at 1242 Hampton Road, Grosse Pointe Woods, Michigan.



24. Defendant failed to properly inspect the area that had been repaired and failed to return it to the condition it was in i.e., failed to level the sidewalk slab so that it was even with the adjoining sidewalk slab, thereby creating an unnatural trip hazard.
25. Defendant had a duty toward Plaintiff and other residents to inspect for dangerous conditions, a duty to warn Plaintiff of any dangerous conditions and to eliminate the dangerous conditions which they knew or should have known about.
26. Defendant breached its duties to the Plaintiff as set forth in the following particulars including, but not limited to:
- a. Negligently and carelessly failing to take precautionary measures to correct or alleviate the dangerous conditions and trip hazard they created;
  - b. Negligently and carelessly failing to inspect the area;
  - c. Negligently and carelessly failing to warn Plaintiff and others similarly situated of the unsafe condition;
  - d. Negligently and carelessly failing to exercise reasonable care in creating an unsafe condition and failing to correct it.
  - e. Negligently, carelessly, and recklessly failing to remove, mark and/or correct the condition/hazard which they created on a public sidewalk.
  - f. Negligently and carelessly failed to maintain the subject sidewalk in reasonable repair.
  - g. Negligently failed to inspect and correct the newly installed slab of concrete done by co-defendant.
27. Defendant's breach of duties as stated above amounts to negligence, active negligence, and/or gross negligence.

28. That the gross and active negligence of Defendant was a direct and proximate cause of the severe and permanent injuries sustained by Plaintiff.

29. That as a direct and proximate result of the negligence of Defendant, Plaintiff Laura Kapuscinski, sustained the following severe and permanent, injuries, all as more specifically hereinafter set forth, but not limited thereto:

- a. Fractured right humerus;
- b. Fractured scapula, requiring surgery;
- c. Brachial axillary plexus injury;
- d. Neuropathy in right arm;
- e. Reflex sympathetic dystrophy;
- f. Inability to use right hand or arm;
- g. Pain and suffering;
- h. Mental anguish;
- i. Fright and shock;
- j. Embarrassment and humiliation;
- k. Medical expenses;
- l. Denial of social pleasures and enjoyments; and
- m. Past, present and future wage loss.

30. That as a direct and proximate result of the negligence of Defendant, Plaintiff Laura Kapuscinski, has suffered immensely; subjecting her to extensive medical treatment and disability therefrom and she will, therefore, be required to undergo additional treatment for the same, all of which will be costly and expensive.



31. That as a direct and proximate result of the negligence of Defendant resulting in injuries to Plaintiff Laura Kapuscinski, she has been unable to perform her normal and usual social, recreational and domestic duties, resulting in damages to the Plaintiff.

32. That Plaintiff's injuries are permanent in nature.

WHEREFORE, Plaintiff Laura Kapuscinski, respectfully requests that this Honorable Court enter a judgment in excess of \$25,000.00 to be determined by the jury, plus interest, costs and attorney fees.

Respectfully Submitted

/s/ Thomas M. Lizza

Thomas M. Lizza (P33378)

*Bone, Bourbeau, Lizza & Spagnuolo, PLLC*

Attorney for the Plaintiff

42452 Hayes, Suite 4

Clinton Twp., MI 48038

Ph# (586) 778-1234

Fax# (586) 778-4391

Dated: May 15, 2017

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

**LAURA KAPUSCINSKI,**

Plaintiff,

NO. 16-014822-NO

-v-

Hon. Lita Masini Popke

**ANYTIME PLUMBING, INC.,  
and CITY OF GROSSE POINTE WOODS,**

Defendants.

---

Thomas M. Lizza (P33378)  
*Bone, Bourbeau, Bourbeau & Lizza, P.L.L.C.*  
Attorney for Plaintiff  
42452 Hayes Road, Ste. 4  
Clinton Township, MI 48038  
Ph # (586) 778-1234  
Fax # (586) 778-4391

Dane A. Lupo, Jr. (P57039)  
*Lupo & Koczkur, P.C.*  
Attorney for Defendant  
44777 Hayes Road, Ste. A  
Sterling Heights, MI 48313  
Ph # (586) 532-5000  
Fax # (586) 532-5001

---

**DEMAND FOR TRIAL BY JURY**

NOW COMES Plaintiff, Laura Kapuscinski, by and through her attorneys, BONE, BOURBEAU, LIZZA & SPAGNUOLO, PLLC, and hereby demands a Trial by Jury in the above entitled cause.

Respectfully Submitted,

/s/ Thomas M. Lizza

Thomas M. Lizza (P33378)  
*Bone, Bourbeau, Lizza & Spagnuolo, PLLC*  
Attorney for the Plaintiff  
42452 Hayes, Ste. 4  
Clinton Twp., MI 48038  
Ph# (586) 778-1234  
Fax# (586) 778-4391

Dated: May 15, 2017



## MEMO 17 - 23

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *FS*  
DATE: May 22, 2017  
SUBJECT: Recommendation – Activities Building Carpet

In March we received four quotes from local flooring businesses to remove the old carpet in the Activities Building at Lake Front Park and furnish and install new carpet. On April 3, 2017 City Council approved a recommendation to provide a purchase order to Eastwood Carpet Sales & Service in the amount of \$5,950.00 to complete this update. Unfortunately, Eastwood Carpet only bid to remove and replace the carpet in half of the building so they cannot honor the price originally quoted. We received the following updated quotes:

All Custom Floors, LLC	\$6,150.00	(Original \$6,800.00)
Empire Today	\$6,583.00	(No change)
Tom Franjac Carpets	\$6,720.00	(No change)
Eastwood Carpet Sales & Service	\$9,600.00	(Original \$5,950.00)

I do not believe any benefit will accrue to the City by seeking further competitive bids. I recommend a purchase order in the amount of \$6,150.00 be issued to All Custom Floors, LLC, 25046 Cunningham Ave., Warren, MI 48091 to remove the old carpet and furnish and install new carpet in the Activities Building at Lake Front Park. This is not a budgeted item included in the 2016/2017 budget. However, funds in the amount of \$10,000.00 were budgeted in 401-902-977.104 for Parks & Recreation capital improvements for gazebo repairs. The repairs needed were re-evaluated and were completed by city employees for a minimal cost. Therefore, funds are available in account 401-902-977.104 to replace the carpet in the Activities Building.

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

c.c. Lisa Hathaway  
O/F

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

  
Bruce Smith, City Administrator

5/31/2017  
Date

Council Approval Required



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/25/2017

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

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

<b>PRODUCER</b> Whitney Insurance Agency Inc 606 N SAGINAW ST STE B		<b>CONTACT NAME:</b> Tamara Whitney <b>PHONE (A/C, No, Ext):</b> (810) 969-4511 <b>E-MAIL ADDRESS:</b> tammy.whitney@whitneyinsurance.net <b>FAX (A/C, No):</b> (810) 969-4375	
<b>LAPEER</b>	MI 48446-4000	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ALL CUSTOM FLOORS LLC 2040 Lancaster St Grosse Pointe MI 48236		<b>INSURER A:</b> MICHIGAN INS CO	<b>NAIC #</b> 10857
		<b>INSURER B:</b> LIBERTY MUTUAL INSURANCE	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		CPJ8986761	03/28/2017	03/28/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		WC5-39S-357284-016	12/15/2016	12/15/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N					
	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

The City of Grosse Pointe Woods is named as Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

The City of Grosse Pointe Woods  
1200 Parkway Drive  
Grosse Pointe Woods, MI 48236

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

AUTHORIZED REPRESENTATIVE



City Council Excerpt  
04/03/17

Motion by Ketels, seconded by Granger, regarding **Contract: Activities Building Carpet**, that the City Council approve the purchase of carpeting for the Activities Building from Eastwood Carpet Sales & Service in an amount not to exceed \$5,950.00, funds to be taken from the Parks & Recreation Capital Improvements Account No. 401-902-977.104.

Motion carried by the following vote:

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

Committee-of-the-Whole Excerpt  
05/15/17

Discussion ensued regarding **fiber internet service, WAN, and phones – Wide Open West**. The Information Technology Manager provided an overview of his memo dated April 27, 2017. He did not recommend going out for bids because WOW fiber is already run throughout the City, and within two to three years more options will be presented. The City Administrator concurred with the I. T. Manager's recommendation.

Motion by Bryant, seconded by Shetler, that the Committee-of-the-Whole recommend that City Council approve a renewal contract with Wide Open West to provide fiber internet service, WAN, and phones for a three-year period.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, that this item be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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



**CITY OF GROSSE POINTE WOODS**  
**INFORMATION TECHNOLOGY**  
**MEMORANDUM**

DATE: April 27, 2017

TO: Bruce J. Smith, City Administrator

FROM: Gary Capps, Information Technology Manager 

SUBJECT: Telephone, Internet, and WAN Renewal

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

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

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

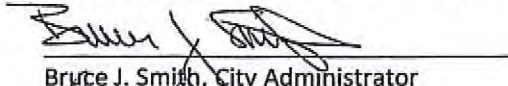
I respectfully request Council's approval for the *36-month* agreement for Internet Services, PRI, Long Distance, and Metro Ethernet from **Wide Open West WOW! Business, 7887 E Belleview Ave Ste 1000, Englewood, CO 80111-6007** and authorize the City Administrator to sign the following contracts not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

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

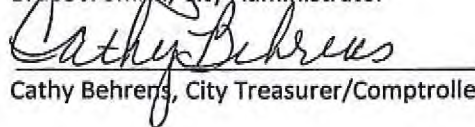
*Quote# OPP-412641* - Metro Ethernet (WAN Link) Public Works. 1200 Parkway, Cable TV fees  
*\$330.65/mo*

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

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

  
Bruce J. Smith, City Administrator

5/1/2017  
Date

  
Cathy Behrens, City Treasurer/Comptroller

5/1/17  
Date

Council Approval Required



# BUSINESS SERVICE ORDER

PENDING  
PRICE  
APPROVAL

**BUSINESS:** GROSSE POINTE WOODS  
CITY HALL

**Phone:** (313) 613-9368

**Date:** 4/10/2017

**CONTACT:** Gary Capps

**Fed Tax ID:**

**Quote #:** OPP-409967

**PHYSICAL ADDRESS**

20025 Mack Ave  
Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza  
Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gina Gasperini

gina.gasperini@wowinc.com

Product	Line Description	New/ Existing	Qty	Sales Price	Install Fees	Monthly Charges
<b>Data</b>						
Ethernet - 10Mbps	Ethernet Connection - 10Mbps	Renewal	1	\$415.00	\$0.00	\$415.00
Static IP (61)	Static (61 Usable)	Renewal	1	\$149.99	\$0.00	\$149.99
DIA - 20Mbps	Dedicated Internet Access - 20Mbps	Renewal	1	\$599.00	\$0.00	\$599.00
<b>Total:</b>					\$ 0.00	\$ 1,163.99
<b>Voice</b>						
PRI - 30 Voice Trunk Call Path Plan	Voice Trunking (PRI) 30 Call Path Plan Includes \$.05/minute Long Distance unless other LD Plan chosen	Renewal	1	\$329.00	\$0.00	\$329.00
Group LD 5,000 Minute Plan	5,000 Minute Long Distance Plan. Specified lines associated with the account share the minutes. Usage after the initial pool is usage based at \$0.025 / minute.	Renewal	1	\$120.00	\$0.00	\$120.00
PRI - DID's (Block of 100)	Block of 100 DID's	Renewal	1	\$20.00	\$0.00	\$20.00
PRI - Line Access Fee	Line Access Fee	Renewal	1	\$25.50	\$0.00	\$25.50
<b>Total:</b>					\$ 0.00	\$ 494.50
<b>Cable TV</b>						
Basic Cable Package	Special Promotional Pricing for Basic TV Package when bundled with 2 or More Phone Lines & 30mbps or faster High Speed Internet Service. (Term Commitment Required)	Renewal	1	\$0.00	\$0.00	\$0.00
Sports Surcharge	Offsets some cost WOW! must pay to sports programmers	Renewal	1	\$2.00	\$0.00	\$2.00
Broadcast TV Fee	Offsets some retransmission cost WOW! must pay to broadcast stations	Renewal	1	\$6.65	\$0.00	\$6.65
Digital Adapter	Digital Adapter	Renewal	6	\$2.00	\$0.00	\$12.00
<b>Total:</b>					\$ 0.00	\$ 20.65
<b>Pricing subject to approval after internal review</b>					\$ 0.00	\$ 1,679.14

**Directory Listing:** City of Grosse Pointe Woods City Hall

**Listing:** Listed

**Directory Address:** 20025 Mack Ave., Grosse Pointe Woods,  
MI. 48236

**Phone:** (313) 343-2308

**YP Heading:** Municipality

**SIC Code:**

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

(Initials)



## WOW! BUSINESS CUSTOMER AGREEMENT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

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

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

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

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

Print Name: Gina Gasperini  
Title: SAM

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

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

Service Address: 20025 Mack Ave Grosse Pointe Woods MI 48236  
Phone: (313) 613-9368

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

**PIN #** \_\_\_\_\_

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



# BUSINESS SERVICE ORDER

**PRICES  
PRICE  
APPROVAL**

**BUSINESS:** DPW Grosse Pointe Woods  
**CONTACT:** Gary Capps

**Phone:**  
**Fed Tax ID:**

**Date:** 4/21/2017  
**Quote #:** OPP-412641

**PHYSICAL ADDRESS**

1200 Parkway Dr  
 Grosse Pointe Woods MI 48236

**BILLING ADDRESS**

20025 Mack Plaza Ave  
 Grosse Pointe Woods MI 48236

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gina Gasperini

gina.gasperini@wowinc.com

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

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

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



## WOW! BUSINESS CUSTOMER AGREEMENT

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

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

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

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

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

Print Name: Gina Gasperini

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

Title: SAM

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

Service Address: 1200 Parkway Dr Grosse Pointe Woods MI 48236

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

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

## PIN #

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



**BUSINESS SERVICE ORDER**

**PENDING  
PRICE  
APPROVAL**

**BUSINESS:** CITY OF GROSSE POINTE  
WOODS

**Phone:**

**Date:** 4/21/2017

**CONTACT:** Don Lundy

**Fed Tax ID:**

**Quote #:** OPP-412049

**PHYSICAL ADDRESS**

23000 E Jefferson  
St Clair Shores MI 48080

**BILLING ADDRESS**

20025 MACK PLAZA DR  
GROSSE POINTE MI  
48236-2343

**CONTRACT TERM**

36 month(s)

**SALES REP**

Gina Gasperini

gina.gasperini@wowinc.com

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

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

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



## WOW! BUSINESS CUSTOMER AGREEMENT

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

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

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

**2. Terms and Conditions of Service.** Customer's use of the WOW! Services is specifically subject to this Agreement, and Customer's agreement to: (i) the Business Customer General Terms and Conditions located at <http://www.wowforbusiness.com/policies-and-terms> (the "General Terms"), which may be modified by WOW! from time to time in accordance with the General Terms and applicable law, and which are incorporated herein by reference and made a part of this Agreement; and (ii) use the Services strictly in accordance with any operating, privacy and/or use policies, and applicable service guides, located at <http://www.wowforbusiness.com/policies-and-terms> or otherwise communicated to you, specifically including any acceptable use policy (the "Service Policies"), which Service Policies may be modified by WOW! from time to time, and which Service Policies are incorporated herein by reference and made a part of this Agreement; and (iii) applicable WOW! Tariffs, which are available for review at <http://www.wowforbusiness.com/policies-and-terms>, are specifically incorporated by this reference and control in the event of a conflict with any other provision of this Agreement. Any new terms or policies adopted by WOW!, or any modifications to the existing terms and/or policies will, subject to any notice provisions of the General Terms and applicable law, become effective upon posting a new version of the document on the WOW! Web site at <http://www.wowforbusiness.com/policies-and-terms> (or any successor url(s)). Accordingly, customers and users of the WOW! Services should regularly visit our web site and review these terms and conditions policy to ensure that their activities conform to the most recent version.

Notwithstanding the foregoing, if WOW! makes a change to the General Terms that applies to Customer and is material and adverse to Customer, Customer has thirty (30) days following notice of the change to terminate the Agreement without the imposition of early termination charges. Customer's continued receipt of services shall be deemed acceptance of any such change. If WOW! agrees not to apply the changed Terms to you, the Agreement is not subject to early termination. In the event of inconsistency among these documents, precedence will be as follows: (1) any jointly executed amendment or addendum to this Agreement ("Addendum"), (2) the General Terms, (3) the Service Policies, and (4) this Customer Agreement.

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

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

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

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

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

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

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

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

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

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

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

WOW! INTERNET, CABLE AND PHONE

CUSTOMER

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

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

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

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

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

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

Print Name: Gina Gasperini

Service Address: 23000 E Jefferson St Clair Shores MI 48080

Title: SAM

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

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

**PIN #** \_\_\_\_\_

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



MEMO 17 - 21

100  
RECEIVED  
MAY 15 2017  
CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services F.S.  
DATE: May 10, 2017  
SUBJECT: Recommendation – Trucking Services

Grosso Trucking & Supply Co. has the current contract to provide trucking services for the City through June 30, 2017. Owner Steve Grosso has offered to extend the 2016/2017 pricing for the 2017/2018 fiscal year. The company is fully insured and bonded and has provided very good and reliable trucking services for the city since 2015. Grosso Trucking again requests an annual fee of \$2,500.00/year for leaving his loader in the DPW yard. His drivers load their trucks themselves at no additional cost to the city allowing DPW employees to work on other tasks. Only one other bid for trucking services was received the last time a bid was mailed in 2011 and the prices not only exceeded Grosso Trucking's current prices but also included \$52,000/year for a loader plus \$45.00/hour for labor plus fuel with a 3% fuel surcharge. Grosso Trucking's employees also assist with clean up in the DPW yard. I do not believe any benefit would accrue to the city by seeking additional bids.

I recommend the city enter into a contract with Grosso Trucking & Supply Co., 10015 Marine City Hwy., Fair Haven, MI 48023 to continue to provide trucking and hauling services from July 1, 2017 through June 30, 2018. This is a budgeted item included in the 2017/18 budget in the amount of \$84,000.00 in account 226-528-818.000, contingent upon council approval of the 2017/18 budget. Attached is a copy of the proposed contract created by the city attorney and used in prior years that will be effective from July 1, 2017 through June 30, 2018, as well as a current certificate of insurance.

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

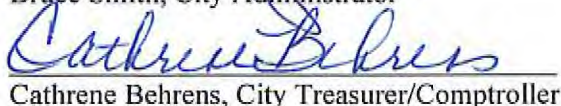
Attachments

c.c. Cathrene Behrens  
O/F

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

  
Bruce Smith, City Administrator

5/15/2017  
Date

  
Cathrene Behrens, City Treasurer/Comptroller

5/15/2017  
Date

Council Approval Required

Grosso Trucking & Supply Co.  
10015 Marine City Hwy.  
Fair Haven, MI 48023  
(586) 725-2935 □ Fax: (586) 725-4153  
Website [www.grossotrucks.com](http://www.grossotrucks.com)

5/9/17

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

Attn: Debbie Mathews

RE: Department of Public Works  
Trucking and Hauling Proposal  
July 1, 2017 to June 30, 2018

The prices for material and trucking will remain the same as last year.

If you have any questions please me a call.

Thank you,

A handwritten signature in black ink, appearing to read "Steve Grosso", written over a horizontal line.

Steve Grosso  
Grosso Trucking



## **GROSSO TRUCKING & SUPPLY CO. AGREEMENT**

This agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2017 between the CITY OF GROSSE POINTE WOODS, a Municipal Corporation, of 20025 Mack Plaza, Grosse Pointe Woods, Michigan ("City"), and Grosso Trucking & Supply Co., 10015 Marine City Hwy., Fair Haven, Michigan 48023;

**WHEREAS**, Grosso Trucking & Supply Co. is engaged in hauling leaves/brush, scrap, concrete, wood chips, debris, dirt, and sand; and

**WHEREAS**, the City desires to utilize the services of Grosso Trucking & Supply Co. as an independent contractor:

### **THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. Award of Contract: Grosso Trucking & Supply Co. is hereby awarded a non-exclusive contract to perform hauling services for the City.
2. Term of Contract: This contract will cover the fiscal year beginning July 1, 2017 and continue through June 30, 2018.
3. Rates: Grosso Trucking & Supply Co. will perform hauling services as instructed by the City at the agreed sums of \$5.00 per yard for leaves/brush, \$5.00 per yard for removal of wood chips, excavation spoils and clean concrete, \$5.00 per yard for delivery of compost; \$8.00 per yard for sand in; \$9.00 for 21AA crushed concrete in; \$13.00 per yard for screened topsoil in; and \$10.00 per yard for miscellaneous debris out.
4. Termination: Notwithstanding the term of this contract, this agreement may be terminated by either party with 30 days written notice to the other party for any reason.
5. Insurance: Grosso Trucking & Supply Co. will keep in full force and affect insurance coverage in accordance with the bid specifications and shall furnish proof of such insurance to the City of Grosse Pointe Woods.
6. Compliance with City Ordinances: Grosso Trucking & Supply Co. 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.

7. City Indemnification: Grosso Trucking & Supply Co. agrees to indemnify and hold harmless the City from any actions, suits, debts, judgments, damages and/or claims arising out of Grosso Trucking & Supply Co.'s performance of this Agreement.
8. Incorporation of Bid Documents: The original bid documents including the notice to bidders, specifications, insurance coverage, and the bid sheet are incorporated into this Agreement by reference. In the event of any inconsistencies between the bid documents and this Agreement, the Agreement controls.

WITNESS:

City of Grosse Pointe Woods

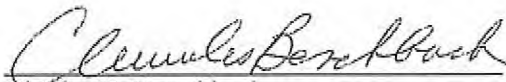
By: \_\_\_\_\_

Bruce Smith  
City Administrator

Grosso Trucking & Supply Co.

By: \_\_\_\_\_

Steve Grosso  
Owner



Charles T. Berschback  
City Attorney

Date: May 9, 2017





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/9/2017

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 Great Lakes Insurance Agency 3928 24th Avenue  Port Huron MI 48060	CONTACT NAME: Terri Miller PHONE (A/C, No. Ex): (810) 824-3159 FAX (A/C, No): (810) 824-3165 E-MAIL: terrim@greatlakesinsurance.com ADDRESS:  INSURER(S) AFFORDING COVERAGE INSURER A: Employers Mutual Casualty Co INSURER B: Hamilton Mutual Ins Co INSURER C: Encasco Insurance Co INSURER D: INSURER E: INSURER F:  NAIC #
INSURED Grosso Trucking and Supply Company 10015 Marine City Hwy  Ira MI 48023-1005	

## COVERAGES

CERTIFICATE NUMBER: MASTER 17-18

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			5D58121	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CDM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5E58121	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			5J58121	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
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 <input type="checkbox"/>	N/A	5H58121	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Grosse Pointe Woods is named as additional insured as respects general liability.

6/1/17 05-11-17  
Leth

## CERTIFICATE HOLDER

## CANCELLATION

Lhathaway@gpwwi.us

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

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

AUTHORIZED REPRESENTATIVE

Stephen Pyryt/LYNN

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COMMITTEE-OF-THE-WHOLE  
05-08-17 – 41

The first item discussed was regarding **Plante Moran Audit Contract**. Mr. Brickey distributed a proposal letter dated May 8, 2017, offering to continue as the City's auditors and to freeze Plante Moran's audit fee for the fiscal year 2017 at the same level as 2016 with a 2% increase for fiscal years 2018, 2019, 2020, and 2021. The Mayor stated Plante Moran would be able to terminate with cause, and has agreed to permit the City of Grosse Pointe Woods to terminate with or without cause.

The Treasurer/Comptroller recommended approval of the contract extension because Plante Moran has held their rate for 2017, a 2% increase is reasonable, and they have agreed to audit the Municipal Court at an added cost of \$5,000.00. The City Administrator concurred with her recommendation. There was a consensus of the Committee to renew the Plante Moran Auditing Services Agreement as presented, and to include the Municipal Court in the audit.

Council Member Ketels was now in attendance.

Motion by Granger, seconded by Shetler, regarding auditing services – Plante Moran, that the Committee-of-the-Whole recommend that City Council approve a contract with Plante Moran to prepare the City's Comprehensive Annual Financial Reports and related Federal Awards Programs for fiscal years ended June 30, 2017, through June 30, 2019, a three-year extension, with an option for two additional years, as presented, and to include the Municipal Court audit at the rates presented; and that an Agreement include clauses permitting Plante Moran to terminate the Agreement with cause and the City to terminate the Agreement with or without cause, and that the Agreement is subject to review and approval by the City Attorney.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Koester, to remove Plante Moran Audit Contract from the Committee-of-the-Whole.

Motion carried by the following vote:

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





## CITY OF GROSSE POINTE WOODS

### MEMORANDUM

**Date:** June 5, 2017

**To:** Mayor and City Council

**Re:** Plante Moran PLLC Letter of Engagement

RECEIVED

MAY 24 2017

CITY OF GROSSE POINTE WOODS

Please find attached two revised letters of engagement and professional services agreement with Plante Moran PLLC for audit services for the City and Municipal Court. Discussion was held at the Committee of the Whole meeting on May 8, 2017 regarding some requested language changes and those are reflected in Section 22. Termination of Engagement which makes clear that the agreement may be terminated by the City without cause or by either party, with cause, upon written notice. Funds have been budgeted and approved for Fiscal Year 2017/18 in the following budget lines for the City portion of the audit:

101-223-818.000	Comptroller Services	\$38,710
202-482-818.000	Major Street Services	\$3,500
203-482-818.000	Local Street Services	\$3,500
226-528-818.000	Solid Waste Services	\$3,500
365-993-818.000	Grosse Gratiot Services	\$5,000
592-536-818.000	Water Services	\$5,000
632-854.818.000	Work Comp Services	\$3,500
640-851-818.000	Vehicle Services	\$2,500

Funds have not been budgeted in the Municipal Court budget so a budget amendment in the amount of \$5,000 to budget line 101-136-818.000, is necessary, to fund this expense. Funds would be drawn from the General Fund Balance, 101-000-395.000

The letter of engagement and contract has been reviewed and approved by the City Attorney for Council consideration.

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

Thank you.

A handwritten signature in blue ink, appearing to read "Bruce Smith", is written over a horizontal line.

Bruce Smith  
City Administrator

A handwritten signature in blue ink, appearing to read "Cathrene Behrens", is written over a horizontal line.

Cathrene Behrens  
Treasurer/Comptroller

\_\_\_\_\_  
City Council Approval

## Lisa Hathaway

---

**From:** Berschback, Ethridge [blbwlaw@yahoo.com]  
**Sent:** Wednesday, May 17, 2017 2:45 PM  
**To:** Cathy Behrens; City Council  
**Cc:** Bruce Smith; Lisa Hathaway  
**Subject:** Re: Bond Counsel Fee - Grosse Pointe Woods [MCPS-ACTIVE.FID1300175]

Dear Staff and Council Members:

I have reviewed Pat McGow's emails explaining how the bond fee is calculated and obviously find it answers the questions that were posed at the last Council meeting.

Chip

*Law Offices*  
24053 Jefferson Avenue  
St. Clair Shores, MI 48080  
586.777.0400 / 0430 fax  
blbwlaw@yahoo.com

On Tuesday, May 16, 2017 3:14 PM, Cathy Behrens <cbehrens@gpwmj.us> wrote:

Good Afternoon,

Attached is an email from Pat McGow detailing the fee structure for municipal bond work. There are two emails which discuss the process by which their fees are compiled.

If you have any questions, please let me know.

Thank you.

Cathrene Behrens  
Treasurer/Comptroller  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, MI 48236  
Phone (313) 343-2604  
Fax (313) 343-2785  
Email: [cbehrens@gpwmj.us](mailto:cbehrens@gpwmj.us)  
Website: [www.gpwmj.us](http://www.gpwmj.us)

---

**From:** McGow, Patrick F. [mailto:mcgow@millerkanfield.com]  
**Sent:** Tuesday, May 16, 2017 2:57 PM  
**To:** Cathy Behrens <cbehrens@gpwmj.us>  
**Cc:** Bruce Smith <bsmith@gpwmj.us>  
**Subject:** RE: Bond Counsel Fee - Grosse Pointe Woods [MCPS-ACTIVE.FID1300175]

As a follow up to the message below regarding our bond counsel fee, you asked what the cost would be for work performed to date if the Council decided not to proceed with the bond issue or if there was a referendum petition submitted by the voters and the financing did not proceed?

My answer is that we would not charge for the work to date or submit an invoice. Again, the reason goes back to the fact that we bill for bond counsel services for the bond transaction and send our invoice at the closing when the bond proceeds are delivered to the City. The only cost would be the publication cost that the City would pay for the Notice of Intent in your local newspaper.



**Patrick F. McGow** | Attorney and Counselor at Law  
**Miller Canfield**  
150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
T 313.496.7684 | F 313.496.8451  
mcgow@millercanfield.com | View Profile + VCard

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This electronic message and all of its contents and attachments contain information from the law firm of Miller, Canfield, Paddock and Stone, P.L.C. which may be privileged, confidential or otherwise protected from disclosure. The information is intended to be for the addressee only. If you are not the addressee, then any disclosure, copying, distribution or use of this message, or its contents or any of its attachments, is prohibited. If you have received this electronic message in error, please notify us immediately and destroy the original message and all copies.

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**From:** McGow, Patrick F.  
**Sent:** Tuesday, May 16, 2017 1:42 PM  
**To:** 'Cathy Behrens'  
**Cc:** 'Bruce Smith'; McGow, Patrick F.  
**Subject:** Bond Counsel Fee - Grosse Pointe Woods [MCPS-ACTIVE.FID1300175]

Cathy-

You asked me to explain our fee for Bond Counsel services and how that worked out on an hourly rate. The answer is that we don't bill our bond counsel services based on an hourly rate, but instead provide a fixed fee quote for the bond issue. Our fee amount is not based on hours x an hourly rate, but is instead a fixed fee based on the size of the bond issue, the structure of the bond issue, the terms and nature of the bond issue, the schedule of the financing and the time we anticipate devoting to the financing and the responsibilities we assume. Like most fees associated with bond issues, the amount of the fixed fee is based upon the size of the bond issue and the above factors, and is larger for larger and more complicated bond issues.

In our engagement letter for the 2016 Capital Improvement Bonds, we anticipated that the City would issue a single series of Bonds in the approximate amount of \$2,200,000 - \$2,500,000 and quoted a fee of \$22,500 including all out-of-pocket expenses (travel costs, document production, deliveries, telephone charges, etc.). That fixed fee amount is then built into the bond issue sizing along with other issuance costs related to the bonds (underwriter's fee, financial advisor's fee, rating agency fee, paying agency fee, Treasury filing fee, Municipal Advisory Council fee, publishing and printing costs).

There are various reasons why bond counsel fees (and other issuance costs fees) are based on a fixed amount rather than an hourly basis. First, we are not getting paid to prepare or review documents, participate in calls or meetings, or for the hourly time of the attorneys and other legal professionals working on the transaction. That is part of our role, but at the end of the deal, we are getting paid to provide an approving opinion at the closing on the bond issue which is relied upon by the Issuer, bond purchaser and other really market participants that the bond issue is legal, valid and binding and the interest is tax-exempt to the holders. That bond opinion is necessary for the market to accept the bond issue and carries with it some risk and that risk is greater on larger bond issues, or more complicated bond issues, and our fee proposal and price will reflect that. Second, by providing a fixed fee for our costs and the other issuance costs, there is certainty involved that the bond issue will pay for the issuance costs. Our fee generally will not change from our quoted fixed fee, even though we may spend more time or less than anticipated. It is hard to predict up front with certainty how many hours are required for a bond issue, and the mix of attorneys and legal assistants required for an issue may be different from transaction to transaction. We don't really know until after the closing how many hours it takes and the client needs to know, in many cases, that the bond proceeds allocated for issuance costs is sufficient, but not too much, to cover those costs within a minor contingency of less than a \$5,000 bond.

I would also add that I am not the only attorney who would work on any given bond issue for the City. In a typical municipal bond issue, there are at least 4 different attorneys and 1 legal assistant involved in the process. I and another bond associate are involved drafting documents, attending meetings, and interfacing with other market and finance team participants. Every bond issue has one or more of our tax attorneys review the bond issue and interface with the bond underwriting desk to ensure compliance with the federal tax law requirements to be able to give our tax-exempt bond opinion. Every bond issue has a legal assistant who coordinates the closing documents, closing transcripts and post-closing filings working with the participants. And we also have a quality control review process where we have one associate attorney and one partner review every bond form and opinion for accuracy for quality control and second partner review processes. The amount of time and rates for those different legal professionals differs.

I believe the fee which was quoted for the \$2.2 M - \$2.5 M capital improvement bond issue of \$22,500 is consistent with our fees for prior bond issues.



In the past 5 years that I have been working with the City, we have charged the City the following amounts for bond issues:

5/31/17-	\$2,875,000	2017 Unlimited Tax General Obligation Bonds - <u>\$25,500</u>
4/30/15-	\$6,600,000	2015 Unlimited Tax General Obligation Bonds - <u>\$37,500</u>
5/15/13-	\$3,190,000	Water Supply and Sewage Disposal System Revenue Refunding Bonds, Series 2013 – <u>\$27,500</u>
9/18/12-	\$3,525,000	Water Supply and Sewage Disposal System Junior Lien Revenue Bonds, Series 2012 – <u>\$33,500</u>

I would add that we have not billed the City for miscellaneous matters during the last 5 years and have not billed for questions from the City staff for work related to any of those miscellaneous questions regarding millage proposals, charter amendments, etc.

I'd be happy to discuss or explain in further detail our bond counsel fee if there are further questions.

---

**Patrick F. McGow** | Attorney and Counselor at Law  
**Miller Canfield**  
150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
T 313.496.7684 | F 313.496.8451  
mcgow@millercanfield.com | View Profile + VCard

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Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.





**Plante & Moran, PLLC**  
1098 Woodward Avenue  
Detroit, MI 48226-1906  
Tel: 313.496.7200  
Fax: 313.496.7201  
plantemoran.com

May 18, 2017

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

RECEIVED  
MAY 31 2017  
CITY OF GROSSE PTE. WOODS

Dear Mr. Smith:

Thank you for your selection of Plante & Moran, PLLC to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Grosse Pointe Woods ("the City").

### Scope of Services

We will audit the City's financial statements as of and for the year ended June 30, 2017.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services. The City of Grosse Pointe Woods has designated the Controller to oversee the financial statement preparation services Plante Moran provides.

If you require any additional services, including accounting, consulting, or tax assistance, those services will be detailed in a separate engagement letter.

### Timing of Services

We expect to begin fieldwork for this engagement at your offices on September 25, 2017. We anticipate that our on-site audit work will end during October 2017 and that our report will be issued by December 31, 2017.

### Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that Plante Moran staff expend at our current hourly rates. As stated in the proposal letter, our fee for this engagement will not exceed the following:

Audit for year ending June 30, 2017	\$54,000
Audit for year ending June 30, 2018	\$55,100
Audit for year ending June 30, 2019	\$57,350
Audit for year ending June 30, 2020	\$58,500
Audit for year ending June 30, 2021	\$59,675

If a Single Audit is necessary, we expect our fee to be as follows for one major program, and \$4,000 for each additional major program.



Mr. Bruce Smith  
City of Grosse Pointe Woods

2

May 18, 2017

Single Audit for year ending June 30, 2017	\$4,200
Single Audit for year ending June 30, 2018	\$4,300
Single Audit for year ending June 30, 2019	\$4,400
Single Audit for year ending June 30, 2020	\$4,500
Single Audit for year ending June 30, 2021	\$4,600

As indicated above, the audit procedures are expected to begin on September 25, 2017. It is our expectation that the trial balance as well as supporting documents will be complete and ready for audit when we start fieldwork. If for any reason there is a delay in the scheduled start date for completion of required schedules, Plante Moran will communicate the impact of that scheduling change on our audit fee to the City Council.

Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



William E. Brickey

**Agreed and Accepted**

**We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Grosse Pointe Woods and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.**

City of Grosse Pointe Woods

\_\_\_\_\_  
Mr. Bruce Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

plante  
moran



**Professional Services Agreement – Audit Services**  
**Addendum to Plante & Moran, PLLC Engagement Letter**

This Professional Services Agreement is part of the engagement letter for audit services dated May 18, 2017 between Plante & Moran, PLLC (referred to herein as "PM") and City of Grosse Pointe Woods (referred to herein as "the City").

1. **Financial Statements** – The financial statements of the City being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – The City management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of the City personnel responsible for the City's underlying accounting and financial records.

The City personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit. This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, the City will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. The City will allow PM unrestricted access to personnel within the City from whom PM determines it necessary to obtain audit evidence.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. The City has designated Cathy Behrens to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the City involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the City financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that the City's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with the City management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by the City of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – The City is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable



## **Professional Services Agreement – Audit Services**

laws and regulations. PM, in making its risk assessments, will consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of the City's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.

6. **Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the City financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, the City acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
7. **Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of the City, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of the City's governing board, and the City acknowledges and agrees that communication in this manner is sufficient for the City's purposes.

Communication to Group Auditor – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. The City permits such communication. PM will discuss matters being communicated with those responsible for governance of the City.

8. **Accounting and Financial Records** – The City agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all the City financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on the City providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of the City's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to the City's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

9. **Audit Adjustments** – PM will recommend adjustments to the City's accounting records that PM believes are appropriate. The City management is responsible for adjusting the City accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the City financial statements specified in this agreement.
10. **Management Representations** – The City is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from the City officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.



## **Professional Services Agreement – Audit Services**

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, the City acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this agreement. In addition, as a condition of its audit engagement, the City agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in the City financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 11. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. the City may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. The City agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if the City intends to make reference to PM in a publication of any type, the City agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. The City acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the City's Internet website, the City understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 12. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event the City elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and request PM's consent to such incorporation or reference, the City understands that PM must perform additional procedures, the nature and extent of which will be at PM's sole discretion, and agree that additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.

- 13. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If the City requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.

- 14. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City, and PM will not use such information for any purpose other than its audit or disclose such information to any other person or entity without the prior written consent of the City.

In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory



## **Professional Services Agreement – Audit Services**

authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should it attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

**15. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City's information to such service providers to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The City's consent shall be continuing until the services provided for this engagement agreement are completed.

**16. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by the City regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. The City acknowledges that the following circumstances may result in an increase in fees:

- Failure by the City to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by the City to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by the City causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

**17. Payment Terms** – PM's invoices for audit services are due on the agreed-upon dates. Other invoices are due upon receipt. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. The City agrees that in the event PM stops work or terminates this Agreement as a result of the City's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.



## **Professional Services Agreement – Audit Services**

- 18. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. The City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
- 19. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 20. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the City but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the City agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 21. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with the City and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and the City acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 22. Termination of Engagement** – This agreement may be terminated by the City without cause or by either party with cause upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. The City will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
- 23. Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
- 24. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 25. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). The City acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 26. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 27. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

## **End of Professional Services Agreement – Audit Services**





Plante & Moran, PLLC  
1098 Woodward Avenue  
Detroit, MI 48226-1906  
Tel: 313.496.7200  
Fax: 313.496.7201  
plantemoran.com

May 18, 2017

RECEIVED  
MAY 31 2017  
CITY OF GROSSE PTE. WOODS

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

Dear Mr. Smith:

Thank you for your selection of Plante & Moran, PLLC to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Grosse Pointe Woods Municipal Court ("the Court").

#### Scope of Services

We will audit the Court's financial statements as of and for the year ended June 30, 2017.

In connection with our audit engagement, we will assist you in drafting your financial statements, supplementary information, and related notes. This assistance is considered a non-audit service; you agree to the contemporaneous provision of these audit and non-audit services. The Court of Grosse Pointe Woods has designated the Controller to oversee the financial statement preparation services Plante Moran provides.

If you require any additional services, including accounting, consulting, or tax assistance, those services will be detailed in a separate engagement letter.

#### Timing of Services

We expect to begin fieldwork for this engagement at your offices on September 25, 2017. We anticipate that our on-site audit work will end during October 2017 and that our report will be issued by December 31, 2017.

#### Fees and Payment Terms

Our fee for this engagement will be based on the value of the services provided, which is primarily a function of the time that Plante Moran staff expend at our current hourly rates. As stated in the proposal letter, our fee for this engagement will not exceed the following:

Audit for year ending June 30, 2017	\$5,000
Audit for year ending June 30, 2018	\$5,100
Audit for year ending June 30, 2019	\$5,200
Audit for year ending June 30, 2020	\$5,300
Audit for year ending June 30, 2021	\$5,400





May 18, 2017

Invoices for other services and out-of-pocket costs will be rendered as services are provided and are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

Plante & Moran, PLLC



William E. Brickey

**Agreed and Accepted**

**We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between the City of Grosse Pointe Woods Municipal Court and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.**

City of Grosse Pointe Woods

\_\_\_\_\_  
Mr. Bruce Smith

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

plante  
moran



**Professional Services Agreement – Audit Services**  
**Addendum to Plante & Moran, PLLC Engagement Letter**

This Professional Services Agreement is part of the engagement letter for audit services dated May 18, 2017 between Plante & Moran, PLLC (referred to herein as "PM") and City of Grosse Pointe Woods Municipal Court (referred to herein as "the Court").

1. **Financial Statements** – The financial statements of the Court being audited by PM are to be presented in accordance with accounting principles generally accepted in the United States of America (GAAP).
2. **Management Responsibilities** – The Court management is responsible for the preparation and fair presentation of these financial statements in accordance with the applicable financial reporting framework, including compliance with the requirements of accounting principles generally accepted in the United States of America and the completeness and accuracy of the information presented and disclosed therein. Management is also responsible for the capability and integrity of the Court personnel responsible for the Court's underlying accounting and financial records.

The Court personnel will provide PM, in a timely and orderly manner, with access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and additional information that the auditor may request from management for the purpose of the audit. This includes providing assistance and information PM requests during the course of its audit, including retrieval of records and preparation of schedules, analyses of accounts, and confirmations. A written request for information to be provided will be submitted under separate cover and supplemented by additional written and oral requests as necessary during the course of PM's audit. In addition, the Court will provide PM with all information in its possession that has a material impact on any material transaction and that information will be complete, truthful, and accurate. The Court will allow PM unrestricted access to personnel within the Court from whom PM determines it necessary to obtain audit evidence.

Management is responsible for making all management decisions and performing all management functions relating to the financial statements, supplementary financial information, and related notes and for accepting full responsibility for such decisions, even if PM provides advice as to the application of accounting principles or assists in drafting the financial statements, supplementary financial information, and related notes. The Court has designated Cathy Behrens to oversee financial statement related services PM provides. Management will be required to acknowledge in the management representation letter that it has reviewed and approved the financial statements, supplementary financial information, and related notes prior to their issuance and have accepted responsibility for the adequacy of the financial statements.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing PM about all known or suspected fraud affecting the Court involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. Management's responsibilities include informing PM of its knowledge of any allegations of fraud or suspected fraud affecting the Court received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

3. **Objective of an Audit of Financial Statements** – The objective of PM's audit is the expression of an opinion on the Court financial statements specified in the accompanying engagement letter. PM offers no guarantee, express or implied, that its opinion will be unmodified or that it will be able to form an opinion about these financial statements in the event that the Court's internal controls or accounting and financial records prove to be unreliable or otherwise not auditable. If PM's opinion is to be modified, PM will discuss the reasons with the Court management in advance of the issuance of its audit report. If, for any reason, PM is prevented from completing its audit or is unable to form an opinion on these financial statements, PM may terminate the engagement and decline to issue a report.
4. **Supplementary Information** – In any document that contains supplementary information to the basic financial statements that indicates that the auditor has reported on such supplementary information, management agrees to include the auditor's report on that supplementary information. In addition, management agrees to present the supplementary information with the audited financial statements or to make the audited financial statements readily available no later than the date of issuance by the Court of the supplementary information and the auditor's report thereon.
5. **Internal Controls** – The Court is responsible for the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including controls established for the purpose of preventing or detecting errors in



## ***Professional Services Agreement – Audit Services***

financial reporting, preventing fraud or misappropriation of assets, and identifying and complying with applicable laws and regulations. PM, in making its risk assessments, will consider internal control relevant to the Court's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. PM's audit will not be designed to provide assurance on the design or operating effectiveness of the Court's internal controls or to identify all conditions that represent significant deficiencies in those internal controls. PM will communicate all significant deficiencies and material weaknesses in internal controls relevant to the audit of the financial statements, instances of fraud, or misappropriation of assets that come to PM's attention.

- 6. Audit Procedures and Limitations** – PM's audit will be conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and will include examination, on a test basis, of evidence supporting the amounts and disclosures in the Court financial statements specified in this engagement letter. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. An audit in accordance with GAAS involves judgment about the number of transactions to be tested and the overall approach to testing in each area. As a result, PM's audit can only be designed to provide reasonable rather than absolute assurance that these financial statements are free from material misstatement. In addition, an audit in accordance with GAAS is not designed to detect errors or fraud that are immaterial to the financial statements. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected always exists, even in an audit properly planned and performed in accordance with GAAS. In recognition of these limitations, the Court acknowledges that PM's audit cannot guarantee that all instances of error or fraud will be identified.
- 7. Auditor Communications** – PM is obligated to communicate certain matters related to the audit to those responsible for governance of the Court, including instances of error or fraud and significant deficiencies and material weaknesses in internal control that PM identifies during its audit. PM will communicate these matters to the members of the Court's governing board, and the Court acknowledges and agrees that communication in this manner is sufficient for the Court's purposes.

Communication to Group Auditor – In instances where PM has been engaged as a component auditor for the purposes of a Group Audit, the terms of the engagement may include communication of certain matters related to the audit to the Group Auditor. The Court permits such communication. PM will discuss matters being communicated with those responsible for governance of the Court.

- 8. Accounting and Financial Records** – The Court agrees that it is responsible for providing PM with accounting and financial records that are closed, complete, accurate, and in conformity with the requirements of GAAP, for providing schedules and analyses of accounts that PM requests, and for making all the Court financial records and related information available to PM for purposes of PM's audit. Where PM has provided estimates of the timing of its work and completion of PM's engagement and issuance of PM's report, those estimates are dependent on the Court providing PM with all such accounting and financial records, schedules, and analyses on the date PM's work commences. PM will assess the condition of the Court's accounting and financial records, schedules, and analyses of accounts prior to commencing its work. In the event that such records, schedules, and analyses are not closed, complete, accurate, or in conformity with GAAP, PM may have to reschedule its work, including the dates on which PM expects to complete its on-site procedures and issue its audit report.

In any circumstance where PM's work is rescheduled due to the Court's failure to provide information as described in the preceding paragraph, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of the audit work or issuance of its audit report. Because rescheduling audit work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for the additional time PM incurs as a result of rescheduling its work. These fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

- 9. Audit Adjustments** – PM will recommend adjustments to the Court's accounting records that PM believes are appropriate. the Court management is responsible for adjusting the Court accounting records and financial statements to correct material misstatements and for affirming to PM in writing that the effects of any unrecorded adjustments identified during PM's audit are immaterial, both individually and in the aggregate, to the Court financial statements specified in this agreement.
- 10. Management Representations** – The Court is responsible for the financial statements being audited and the implicit and explicit representations and assertions regarding the recognition, measurement, presentation, and disclosure of information therein. During the course of the audit, PM will request information and explanations from the Court officers, management, and other personnel regarding accounting and financial matters, including information regarding internal controls, operations, future plans, and the nature and purpose of specific transactions. PM will also require that management make certain representations to PM in writing as a precondition to issuance of PM's report.



## **Professional Services Agreement – Audit Services**

PM's audit procedures will be significantly affected by the representations and assertions PM receives from management and, accordingly, false representations could cause material error or fraud to go undetected by PM's procedures. Accordingly, the Court acknowledges and agrees that it will instruct each person providing information, explanations, or representations to an auditor to provide true and complete information, to the best of his or her knowledge and belief. It is also agreed that any deliberate misrepresentation by any director, officer, or member of management, or any other person acting under the direction thereof ("Client Personnel"), intended to influence, coerce, manipulate, or mislead PM in the conduct of its audit of the financial statements will be considered a material breach of this agreement. In addition, as a condition of its audit engagement, the Court agrees to indemnify and hold PM and its partners, affiliates, and employees harmless from any and all claims, including associated attorneys' fees and costs, based on PM's failure to detect material misstatements in the Court financial statements resulting in whole or in part from deliberate false or misleading representations, whether oral or written, made to PM by Client Personnel. This indemnity will be inoperative only if, and to the extent that, a court having competent jurisdiction has determined that PM failed to conduct its audit in accordance with generally accepted auditing standards and such failure resulted in PM not determining such misrepresentation by Client Personnel was false.

- 11. Use of Report** – PM's report on the financial statements must be associated only with the financial statements that were the subject of PM's audit engagement. the Court may make copies of the audit report, but only if the entire financial statements (including related footnotes and supplemental information, as appropriate) are reproduced and distributed with that report. The Court agrees not to reproduce or associate PM's audit report with any other financial statements, or portions thereof, that are not the subject of this engagement.

If PM's report on the financial statements being audited is to be published in any manner or if the Court intends to make reference to PM in a publication of any type, the Court agrees to submit proofs of the publication to PM for review prior to such publication and cooperate with PM in PM's performance of any additional audit procedures PM deems necessary in the circumstances, the nature and extent of which will be at PM's sole discretion. The Court acknowledges and agrees that additional fees for such work will be determined in accordance with the Fee Adjustments provision of this agreement. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the Court's Internet website, the Court understands that electronic sites are a means to distribute information and, therefore, PM is not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

- 12. Securities Offerings** – PM's audit does not contemplate, and does not include, any services in connection with any offering of securities, whether registered or exempt from registration. In the event the Court elects to incorporate or make reference to PM's report in connection with any offering of debt or equity securities and request PM's consent to such incorporation or reference, the Court understands that PM must perform additional procedures, the nature and extent of which will be at PM's sole discretion, and agree that additional fees for such work will be determined based on the actual time that PM staff expend at current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 13. Tax Return Preparation** – This engagement does not include preparation of any tax returns or filings. If the Court requires tax services, including tax consulting or preparation of tax returns, those services will be detailed in a separate engagement letter.
- 14. Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the Court, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the Court, and PM will not use such information for any purpose other than its audit or disclose such information to any other person or entity without the prior written consent of the Court.

In the interest of facilitating PM's services to the Court, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other electronic method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the Court recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the Court and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory



## **Professional Services Agreement – Audit Services**

authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the Court in a timely manner of such request and to cooperate with the Court should it attempt, at the Court's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the Court as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the Court's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The Court acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

**15. Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist with its services. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the Court. In order to enable these service providers to assist PM in this capacity, the Court, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the Court's information to such service providers to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The Court's consent shall be continuing until the services provided for this engagement agreement are completed.

**16. Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on information provided by the Court regarding the nature and condition of its accounting, financial, and tax records; the nature and character of transactions reflected in those records; and the design and operating effectiveness of its internal controls. The Court acknowledges that the following circumstances may result in an increase in fees:

- Failure by the Court to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure by the Court to complete the audit preparation work by the applicable due dates;
- Significant unanticipated or undisclosed transactions, audit issues, or other such unforeseeable circumstances;
- Delays by the Court causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances, or report disclosures that impact the current year engagement;
- An excessive number of audit adjustments.

PM will advise the Court in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

**17. Payment Terms** – PM's invoices for audit services are due on the agreed-upon dates. Other invoices are due upon receipt. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's audit work or issuance of PM's audit report upon resumption of PM's work. The Court agrees that in the event PM stops work or terminates this Agreement as a result of the Court's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.



## **Professional Services Agreement – Audit Services**

- 18. Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. The Court acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.
- 19. Exclusion of Certain Damages** – In no event shall either party be liable to the other, whether a claim be in tort, contract, or otherwise, for any indirect, consequential, punitive, exemplary, lost profits, or similar damages in claims relating to PM's services provided under this engagement.
- 20. Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the Court but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the Court agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
- 21. Subsequent Discovery of Facts** – After the date of PM's report on the financial statements, PM has no obligation to make any further or continuing inquiry or perform any other auditing procedures with respect to the audited financial statements covered by PM's report, unless new information that may affect the report comes to PM's attention. If PM becomes aware of information that relates to these financial statements but was not known to PM at the date of its report, and that is of such a nature and from such a source that PM would have investigated it had it come to PM's attention during the course of the audit, PM will, as soon as practicable, undertake to determine whether the information is reliable and whether the facts existed at the date of PM's report. In this connection, PM will discuss the matter with the Court and request cooperation in whatever investigation and modification of the financial statements that may be necessary. Additional fees for such work will be determined based on the actual time that PM staff expend at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and the Court acknowledges and agrees that payment for all such additional fees will be made in accordance with the payment terms provided in this agreement.
- 22. Termination of Engagement** – This agreement may be terminated by the Court without cause or by either party with cause upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. The Court will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
- 23. Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
- 24. Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
- 25. Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). The Court acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
- 26. Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
- 27. Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

## **End of Professional Services Agreement – Audit Services**





**CITY OF GROSSE POINTE WOODS**  
**MEMORANDUM**

10E

**Date: May 29, 2017**

**To: Mayor and City Council**

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

**Re: IBEX Insurance Company - York Risk Services**

RECEIVED

MAY 23 2017

CITY OF GROSSE PTE. WOODS

Please find attached a copy of the proposal for the City's Worker's Compensation administrative services presented by IBEX Insurance Company, administered through York Risk Management. York Risk Management, formerly known as Citizens Insurance, has handled the City's workers compensation administration since 2007. In July 2015 the City signed a two-year agreement for administrative fees paid to York of \$21,444 per year (\$42,888). York has presented a proposal for FY 2017-18 to extend this same price for a one-year period.

IBEX is recommending a one-year contract extension at this time because the City's Excess Worker's Compensation and Employers Liability Indemnity Policy, through Midwest Employers Casualty Insurance, expires on June 30, 2018. At that time, IBEX will be soliciting insurance quotes for the City policies and will present a complete package for both our excess coverage plans and our Worker's Compensation services.

City Administrator Smith and I met with our IBEX Representative, Mark Sledzinski, as well as the members of the City's Worker's Compensation "team" with York Risk Services. We were able to discuss our current open claims, close out two claims, and get a solid understanding of the process behind which a self-insured municipality must operate.

Funds have been budgeted in FY 2017-18 for the administrative cost of these services in the amount of \$21,444 in the Worker's Compensation Budget under line 632-854-914.000, Insurance Premium.

The proposal and contract has been reviewed, minor changes incorporated into the amendment, and approved by the City Attorney for Council consideration.

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

  
Bruce Smith, City Administrator

  
Cathrene Behrens, Treasurer/Comptroller

\_\_\_\_\_  
City Council Approval



## **Lisa Hathaway**

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**From:** Berschback, Ethridge [blbwlaw@yahoo.com]  
**Sent:** Wednesday, May 24, 2017 9:28 AM  
**To:** Cathy Behrens  
**Cc:** Lisa Hathaway  
**Subject:** Re: City of Grosse Pointe Woods - Amendment

Cathy:

Thank you for the York Services package. I have now compared the existing contract with the First Amendment. As you know, the First Amendment basically renews the existing contract for an additional year from July 1, 2017 to July 1, 2018. It amends the fee schedule to reflect a one year fee. Fortunately, the other amendment revises the hold harmless agreement. The original agreement had a number of exceptions which would exclude indemnification based on misconduct, negligence or fraud by CMI. The First Amendment has a much cleaner hold harmless agreement agreeing to indemnify and hold us harmless including attorney fees "resulting from or arising out of or in connection with errors or omissions of York".

Rather than do a separate letter to the Mayor and Council, please consider this email as my approval of the First Amendment and entering into the new one year term with York. Thank you.

*Chip Berschback*  
*Law Offices*  
*24053 Jefferson Avenue*  
*St. Clair Shores, MI 48080*  
*586.777.0400 / 0430 fax*  
*[blbwlaw@yahoo.com](mailto:blbwlaw@yahoo.com)*

On Friday, May 19, 2017 2:44 PM, Cathy Behrens <[cbehrens@gpwmil.us](mailto:cbehrens@gpwmil.us)> wrote:

Chip

Attached is the complete package for York Services with your changes incorporated. Let me know when you have a chance.

Thank you.

Cathrene Behrens  
Treasurer/Comptroller  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods, MI 48236  
Phone (313) 343-2604  
Fax (313) 343-2785  
Email: [cbehrens@gpwmil.us](mailto:cbehrens@gpwmil.us)  
Website: [www.gpwmil.us](http://www.gpwmil.us)

---

**From:** Wehrung, Patricia [<mailto:Patricia.Wehrung@yorkrsg.com>]  
**Sent:** Friday, May 19, 2017 1:41 PM  
**To:** Cathy Behrens <[cbehrens@gpwmil.us](mailto:cbehrens@gpwmil.us)>  
**Cc:** Mark Sledzinski <[marks@ibexagency.com](mailto:marks@ibexagency.com)>  
**Subject:** City of Grosse Pointe Woods - Amendment

Good Afternoon Cathy:

Per our discussion yesterday, I have attached both the expiring contract, and the amendment, which outlines the changes and is addendum to, that expiring contract. On Page 3 of the amendment, a representative of the City should sign the document, and scan back to me. I will then have our executive sign it and return to you with the final copy.



Please note that our Legal required the name of a representative of the law firm, which you provided, but then they also requested the name of the law firm. I went ahead and called Chip to get the name of the firm and was advised that the amendment should have Don's name on it; no firm name. So I went ahead and had Legal make that change.

If you have any questions, please let me know.

---

**Pat Wehrung**  
Sr. Account Executive

248.825.2636 office  
517.338.5138 fax  
[patricia.wehrung@yorkrsg.com](mailto:patricia.wehrung@yorkrsg.com) email



**York Risk Services Group**  
P. O. Box 620  
Howell, MI 48844

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## **FIRST AMENDMENT TO THE SERVICE CONTRACT**

This First Amendment to that certain Service Contract dated as of July 1, 2015 (the "Agreement") by and between CITY OF GROSSE POINTE WOODS ("Client") and YORK RISK SERVICES GROUP, INC. ("YORK") (as assignee of CMI, a York Risk Services Company, Inc. ("CMI"));

### **WITNESSETH**

WHEREAS, CMI and Client entered into the Agreement, whereby CMI agreed to provide certain claims administration services for Client; and

WHEREAS, CMI assigned to its affiliate, York Risk Services Group, Inc. all of its rights and obligations under the Agreement; and

WHEREAS, York Risk Services Group, Inc. has moved to a new corporate office and herein provides notice of the address change for purposes of Client providing any notice to York as required by the Agreement; and

WHEREAS, CLIENT wishes to update its notice addresses in the Agreement; and

WHEREAS, the parties wish to extend the term of their Agreement; and

WHEREAS, the parties wish to amend the fee schedule of this Agreement as set forth herein; and

WHEREAS, the parties wish to amend Section V ("GENERAL PROVISIONS"), Paragraph O ("HOLD HARMLESS") of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The "CONTRACT PERIOD" shall be revised to include the following:

"The term of this Agreement has been extended from July 1, 2017 to July 1, 2018."

2. Effective July 1, 2017, the provisions set forth in Section 2 shall no longer apply. From and after such date, the provisions set forth in the attached Exhibit A shall apply instead.
3. Section V ("GENERAL PROVISIONS"), Paragraph O ("HOLD HARMLESS") shall be revised as follows:



The last sentence of Section V, Paragraph O shall be replaced by the following:

“YORK agrees to indemnify, defend and hold harmless CLIENT and its directors, officers, shareholders, elected and appointed officials, employees and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including all attorney fees resulting from or arising out of or in connection with errors or omissions of YORK.”

4. The Agreement is hereby revised so that any notice to York shall be sufficient if sent via certified or express mail (with capacity to demonstrate receipt) and addressed to:

York Risk Services Group, Inc.  
Attn: Jody A. Moses, Senior Vice President  
333 City Boulevard West, S. 1500  
Orange, CA 92868

With a copy to:

Michael Krawitz, General Counsel  
York Risk Services Group, Inc.  
One Upper Pond Rd.  
Building F, 4th Floor  
Parsippany, NJ 07054

5. The Agreement is hereby revised so that any notice to CLIENT shall be sufficient if sent via certified or express mail (with capacity to demonstrate receipt) and addressed to:

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

with a copy to:

Don R. Bershback  
24053 Jefferson Avenue  
St. Clair Shores, MI 48080

6. In addition, York represents that it is an affiliate of CMI and unconditionally assumes all of the obligations of its affiliates, CMI, under the Agreement. CMI agrees to remain fully liable for all of its obligations under the Agreement.
7. All other terms of the Agreement shall remain in force and unchanged. Any conflicts between this Amendment and the original Agreement, including prior executed amendments, shall be superseded by the terms provided herein.

In Witness Whereof, the parties have executed this amendment to be effective as of July 1, 2017.

CITY OF GROSSE POINTE WOODS

CMI, A YORK RISK SERVICES  
COMPANY, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

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

E. Harry Creasey  
Executive Vice President

YORK RISK SERVICES GROUP, INC.

By: \_\_\_\_\_

Jody Moses  
Senior Vice President



# EXHIBIT A

## Claims Services

York will provide claims handling at the following rate(s):

LINE OF BUSINESS/SERVICE	EXPIRING RATE	YEAR ONE RENEWAL RATE
<b>Workers' Compensation</b>	\$21,444	\$21,444
<b>Loss Prevention</b>	2 Included	2 Included
<b>Annual Fee</b>	<b>\$21,444</b>	<b>\$21,444</b>

### *Definitions:*

*Annual Fee:* York's Annual Fee quotation is a guaranteed flat annual fee and applies to claims administration services provided during the 12 month contract term. Any additional administration beyond the initial 12 month contract term will be subject to an additional negotiated flat annual fee or other mutually agreed upon rate structure.

### *Workers' Compensation Definitions:*

- **Indemnity Claim:** Any claim resulting in lost time, litigation, serious injury, fractures, severe burns, cumulative trauma, chemical exposure, subrogation, or death.
- **Medical Only:** Claims for minor injuries with no lost time, no litigation and that are expected to resolve in less than six months with medical treatment, and with no potential for subrogation recovery. Jurisdictional requirements will always take precedent.
- **Record Only:** The recording in York's system of an incident that at some point in the future may have the potential to develop into a claim. Record Only claims will be identified as such upon presentation to York and will have no adjuster/examiner involvement. Subsequent adjuster/examiner involvement will result in the "Record Only" becoming reclassified and billed as a Claim.

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**Standard Monthly Reporting is provided at no additional charge.**

**Services of the Account Manager, along with telephonic claim reviews, are provided at no additional charge.**

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## General Fees, Services, Terms and Conditions

- If additional loss prevention service is desired, the cost will be \$1,100 per day for regular engineering service and \$1,200 per day for Industrial Hygiene Service. The per day charge

includes survey, research and preparation time spent in conjunction with the written report. Any laboratory fees incurred will also be billed separately.

- Pricing for each subsequent year of a multi-year contract will be subject to the greater of 3.0% or the percentage increase as reported by the U.S. Department of Labor – Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>) for the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, All Items, covering the prior twelve month period, valued as of the month ending two months prior (to allow time for reports to be published) to the anniversary date of the contract.
- Billing: Quarterly. Payments shall be due and payable no later than thirty days from the invoice date.
- City of Grosse Pointe Woods *will* have the right to direct that the services York performs be rendered in a particular or different way or additional services be provided. If such direction increases York's cost of providing the services, York shall be entitled to an equitable adjustment in its compensation.
- Subrogation: York's fee per feature pricing includes placing responsible parties on notice. Pursuit of subrogation beyond this point can be performed at 25% of recovery, plus costs, such as locate searches, skip traces, etc.
- Claims and Allocated Loss Adjustment Expenses (ALAE) may be handled in two ways:
  - City of Grosse Pointe Woods may elect to fund an escrow account established and maintained by York. In this case, City of Grosse Pointe Woods will need to maintain the appropriate amount of funds in the escrow account to pay all Claims and ALAE and to avoid penalties and late payments. York will electronically provide a monthly recap of all deposits as well as Claims and ALAE payments. City of Grosse Pointe Woods will be responsible for bank fees with respect to the account.
  - City of Grosse Pointe Woods may elect to maintain and fund a client-owned account from which York will issue all Claim and ALAE payments. In this case, City of Grosse Pointe Woods will provide York with the facsimile signature of an officer, director, partner or employee of City of Grosse Pointe Woods to print digitally on the checks. City of Grosse Pointe Woods will be responsible for bank fees with respect to the account.

### **Allocated Loss Adjustment Expenses**

York will arrange for various services and other costs as agent for our client. These costs are referred to as Allocated Loss Adjustment Expenses (ALAE). A list of these expenses follows. Payment of ALAE is the responsibility of City of Grosse Pointe Woods. York's fees do not cover ALAE, and York is under no obligation to pay ALAE with its own funds.

- Fees of outside counsel for claims in suit, coverage opinions and litigation and for representation at hearings or pretrial conferences
- Fees of court reporters
- All court costs, court fees and court expenses
- Fees for service of process
- Costs of undercover operatives and detectives



- Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams
- Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought
- Costs for independent medical examination or evaluation for rehabilitation
- Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceeding
- Costs for copies of any public records or medical records
- Costs of depositions and court reported or recorded statements
- Costs and expenses of subrogation
- Costs of engineers, handwriting experts or any other type of expert used in the preparation of litigation or used on a one-time basis to resolve disputes
- Witness fees and travel expenses
- Costs of photographers and photocopy services
- Costs of appraisal fees and expenses (not included in flat fee or performed by others)
- Costs of indexing claimants
- Services performed outside York's normal geographical regions
- Costs of outside investigation, signed or recorded statements
- Out of the ordinary expenses incurred in connection with an individual claim or requiring meeting with Customer
- Any other extraordinary services performed by York at Customer's request
- Investigation of possible fraud including SIU services and related expenses
- Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Customer.

York may, but need not, elect to utilize its own staff to perform these services. Associated fees and costs will be charged as ALAE.

**Managed Care Fees:**

DETAIL	FEE
<b>MEDICAL BILL REVIEW – WORKERS COMPENSATION &amp; AUTO LIABILITY PIP CLAIMS</b>	
Fee Per Bill	Included
State EDI Reporting in Required States	Add \$1.45 per Bill
Enhanced Audit Savings	30% of Savings
PPO Network & Out of Network Savings	30% of Savings
<b>CASE MANAGEMENT</b>	
Telephonic Case Management	\$98.00 per Hour
Field Case Management	\$98.00 per Hour, Plus Mileage (IRS Reimbursement Rate & Expenses)
Life Care Plan	\$150.00 per Hour
WellComp Nurse Hotline (24/7 Nurse Triage)	\$95.00 per Incident
Alternative RTW (MDOS)	\$695.00 per placement plus FCM hourly rate for initial visit
<b>UTILIZATION REVIEW / CERTIFICATION</b>	
Nurse Review	\$95.00 per Review
Physician Review (additional fee when applicable)	\$195.00 per Review
Appeal Reviews	\$275.00 per Review
<b>PEER REVIEW</b>	
Peer Review	\$195.00 - \$400.00 per Hour Depending on Specialty
Physician Intervention Review (Pharmacy Review w/P2P)	\$275.00 per Hour
Rush Fee	\$100.00
<b>MEDICARE SECONDARY PAYER SERVICES (MSA)</b>	
Mandatory CMS MMSEA Reporting	\$8.75 per claim
Standard MSA	\$2,950.00 per Referral
Complex/Catastrophic MSA	\$3,500.00 per Referral
Rush MSA Additional	\$500.00 per Referral
MSA CMS Submission	\$500.00 per Referral
Medical Cost Projections	\$1,750.00 per Referral
Conditional Payment Request	\$150.00 per Inquiry



# **CMI, A York Risk Services Company, Inc.**

**645 WEST GRAND RIVER SUITE 100**

**HOWELL, MICHIGAN 48843**

## **SERVICE CONTRACT SPECIFIC CONDITIONS**

This contract is effective for the period of 12:01 A.M. standard time  
on July 1, 2015 to 12:01 A.M. standard time on July 1, 2017

between

**City of Grosse Pointe Woods**

(Client)

**20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236**

(Address)

hereinafter called "CLIENT" and "CMI" with its office at 645 West Grand River, Suite 100, Howell, Michigan 48843.

Both parties do hereby agree to the following terms and conditions:

1. This contract covers operations of the CLIENT in the State of Michigan only.
2. The CLIENT agrees to pay CMI a FLAT two-year service fee in the amount of \$42,888. The minimum two-year service fee is \$42,888. In the event of cancellation or non-renewal of this or future contracts, CMI will continue to handle claims at no additional fee for 12 months beyond cancellation or non-renewal date. Beginning 12 months after cancellation or non-renewal date, CLIENT agrees to pay \$750 per claim, per year or partial year, for each claim that remains open. In exchange for this payment, CMI agrees to provide the following services:
  - A. Claims handling of all claims incurred during the life of the contract until final resolution.
  - B. Up to four (4) days of Loss Prevention and zero (0) days of Industrial Hygiene Service. If additional loss prevention service is desired, the cost will be \$1,100 per day for regular engineering service and \$1,200 per day for Industrial Hygiene Service. The per day charge includes survey, research and preparation time spent in conjunction with the written report. Any laboratory fees incurred will also be billed separately.
  - C. Miscellaneous administrative and underwriting functions.
  - D. Standard Loss Runs - Monthly

E. Annual premium audits.

F. It is further understood and agreed that any service or reports not specifically listed above that the **CLIENT** may want will only be produced after being requested in writing with a full, detailed description of what is needed. This request to be made in a timely fashion (with a minimum of two weeks lead time and an adequate lead time to be agreed) and for which a charge may be made. The charge to be agreed upon.

3. This contract applies to claims arising out of losses covered by the Workers' Compensation Act of the State of Michigan and those Employers' Liability losses for which coverage is provided under the applicable excess policy.

A. Claims or damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions are not provided under our service contract.

4. For any claim reported by the **CLIENT** and exceeding the number specified in "2." above as the maximum number of claims anticipated by the service fee, the **CLIENT** will pay a per claim fee of \$ N/A. **THIS SECTION IS NOT APPLICABLE.**

5. The service contract fee and any subsequent additional fees must be paid to **CMI** within fifteen (15) days after the billing date.

6. Service fees shall be determined annually and shall be effective upon any anniversary date of the effective date of this contract.

7. **CLIENT** will make sufficient funds available to **CMI** for allocated loss expense and claim payments.

To maintain sufficient funds, **CMI** will request additional funds to be paid by **CLIENT** upon receipt of request.

8. **CLIENT** hereby gives **CMI** settlement authority as described:

No settlement authority is granted.

**CMI** will retain full authority and control in all matters pertaining to the administration, handling, investigation, adjustment, settlement, denial and defense of all claims that exceed the specific and/or the aggregate retention.

9. The **CLIENT**'s claim files will be destroyed according to the following procedure and schedule:

All closed indemnity claim files will be retained by **CMI** for ten (10) years after the claim is closed. All other claim files will be retained for three (3) years after closing.

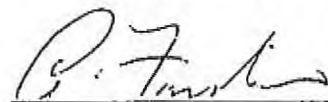
10. The general conditions attached hereto are made a part hereof as though fully set out herein.



IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by authorized representatives of the parties hereto on the date as set forth below:

City of Grosse Pointe Woods

BY



DATE

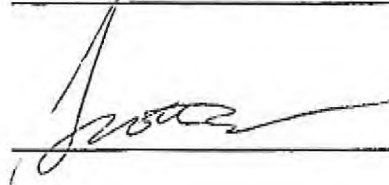
6-10-15

TITLE

CITY ADMINISTRATOR

CMI

BY



DATE

5-27-15

TITLE

President

# CMI, A York Risk Services Company, Inc.

645 WEST GRAND RIVER SUITE 100  
HOWELL, MICHIGAN 48843

## SERVICE CONTRACT GENERAL CONDITIONS

### I. OBLIGATIONS OF CMI UNDER THIS CONTRACT:

A. To administer, investigate, adjust and settle, or otherwise dispose of claims and arrange for the defense of claims in suit as in our judgement is deemed necessary. Claims administration would encompass but would not necessarily be limited to the following functions (all with the CLIENT's consent where applicable):

1. Accept or deny, on the CLIENT's behalf, all claims submitted on the basis of the Workers' Disability Compensation Act of the State of Michigan and the rules and regulations pertaining thereto.
2. Provide and maintain panels of selected physicians, surgeons and medical specialists for treatment of injured workers.
3. Audit, inspect and closely follow all medical expenses and adjust all charges in accordance with existing fee schedule(s).
4. Prepare and effect all compromises and releases falling within the settlement authority indicated in item "8." of the Specific Conditions. Any settlement amount not within the settlement authority so indicated will be discussed with the CLIENT and agreement reached before a settlement is offered.
5. Compute and pay all compensation benefits and medical expenses from funds provided by the CLIENT for that purpose at all times being aware of the settlement authority granted in the Specific Conditions. Such payments will be disbursed from a loss fund. Checks/drafts will be issued by CMI with a monthly reconciliation provided or as needed to maintain a sufficient loss fund to make current loss payments.

To maintain sufficient funds, CMI will request additional funds to be paid by CLIENT upon receipt of request.

6. Create and maintain complete files on each reported claim and assist in effecting collections from the CLIENT's excess reinsurer(s) on all cases wherein it is entitled to reimbursement for a loss in excess of its retention.
7. Provide standard monthly loss reports which will indicate where and when the injury occurred; name of claimant; description of injury sustained by claimant; amount paid, medical and lost time; unpaid amounts set aside for each claim and the outstanding liability existing at the time each report is made.



8. The cost of services such as fees to attorneys, independent or undercover operatives and other costs normally considered as Allocated Loss Expenses are not included in our fee. Such costs are charged to the individual claim file and paid from the loss fund.
  9. Non-staff rehabilitation and hearing representative services are not provided under our service contract. Such expenses, if incurred, are chargeable as allocated loss expenses.
  10. Claims or damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions are not provided under our service contract.
- 
- B. To determine on your behalf, subject to the Settlement Authority Limit designated in the Specific Conditions, what, if anything, should be paid in settlement of any claim in view of the nature of the particular claim and the applicable laws.
  - C. To determine on your behalf what Allocated Loss Expenses should be incurred in the investigation, adjustment, settlement, and defense of any claim.
  - D. To make payments in settlement of claims and to pay Allocated Loss Expenses, both out of funds provided by you to us in advance of payment. It will not be the responsibility of CMI to make payments to anyone unless funds are provided.
  - E. To maintain a claim file on each reported claim, which will be available to you for inspection with reasonable notice at the CMI office responsible for the claim.
  - F. To endeavor to advise you of major developments which arise in the administration, investigation, adjustment, settlement or defense of a particular claim.
  - G. To provide loss experience reports in the quantity and with the frequency set forth in the Specific Conditions.
  - H. To avoid disclosing the contents of your files to third parties, except as is reasonably necessary in carrying out our responsibilities under this contract or as we are legally required to do so.
  - I. To provide for Loss Prevention and Industrial Hygiene service as set forth in the Specific Conditions. This includes, but is not necessarily limited to:
    1. Providing qualified Safety and Industrial Hygiene professionals in the numbers necessary and in such timely fashion as to abide by the Specific Conditions.
    2. Providing copies of all loss prevention reports or industrial hygiene reports to the CLIENT within (thirty) 30 calendar days of the inspection.
    3. Counseling with the CLIENT as to loss prevention or industrial hygiene needs as set forth in the Specific Conditions.

- 4. Conducting safety seminars as requested by the **CLIENT** and as specified in item "2." of the Specific Conditions. These seminars will include instruction in safety practices and loss prevention practices.
- 5. Assisting in loss analysis.
- J. To comply with all terms and conditions in the General Conditions and Specific Conditions of this contract.
- K. CMI will assume responsibility for the proper reporting to and advising the specific and aggregate excess insurance carrier(s), in accordance with the excess insurance contracts in force for the respective self-insured period.

## **II. YOUR OBLIGATIONS UNDER THIS CONTRACT:**

It is your obligation under this contract:

- A. To pay us Service Fees in the amount and in the manner prescribed by the Specific Conditions.
- B. To make sufficient funds available upon which we may draw at any time for all Loss Expense and for all payments in settlement of claims. You must make such funds available to us within the number of days and in the manner set forth in the Specific Conditions. All Allocated Loss Expense and all payments in settlement of claims must be borne by you.
- C. To report to us in writing for servicing by us in accordance with this contract all claims which would fall within the definition of Claim under Section VI. C of this contract.
- D. To comply with all other terms and conditions in the General Conditions and Specific Conditions of this contract.

## **III. HANDLING CLAIMS TO CONCLUSION AND HANDLING LATE REPORTED CLAIMS**

Claims reported to us under this contract will be processed and adjusted to conclusion and paid by us subject to the condition that you continue to maintain the required claims account. We are responsible for handling claims reported subsequent to the termination of this contract, but only if they meet all criteria designated in the "Claim" definition in Section VI. C. of this contract. We will handle all claims (as defined) occurring during the term of this contract unless relieved of that responsibility in writing by the Michigan Department of Energy, Labor & Economic Growth Workers' Compensation Agency.



#### IV. CANCELLATION OF THIS CONTRACT

This contract may be canceled by either party giving to the other party thirty (30) days written notice setting forth the reason for the Cancellation and the date upon which Cancellation is to be effective. In the event of Cancellation, you must pay us the balance of any monies owing to us through the effective date of the cancellation within fifteen (15) days of the effective date of the cancellation.

#### V. GENERAL PROVISIONS

- A. We will have full authority and control in all matters pertaining to the administration, handling, investigation, adjustment, settlement, denial and defense of claims, except as set forth in the Specific Conditions. We may make such Allocated Loss Expense as we deem proper subject to the Settlement Authority Limit as set forth in the Specific Conditions.
- B. We will have the right to deposit and commingle in standard banking accounts all monies which you pay to us and retain any interest earned thereon.
- C. If you fail to make funds available for us to pay claims and Allocated Loss Expense, we will have the right to suspend payments of claims and Allocated Loss Expense without prior notice to you until such funds are available. If the amount of a claim payment and/or Allocated Loss Expense at any time exceeds the amount of money in your Loss Fund, upon notification to you we may wait until you have increased the amount in the Loss Fund sufficiently to cover the claim payment and/or Allocated Loss Expense before making any payment on your behalf. We will not be liable for any penalties, fees, assessments or legal judgments rendered for or based upon the failure to pay claims or Allocated Loss Expense when such funds are not available to us.
- D. If you fail to pay CMI Claim Service Fees or the Minimum Contract Fee as required or to maintain the required Loss Fund or in any other way breach this contract, CMI will be free to request from the Michigan Department of Energy, Labor & Economic Growth Worker's Compensation Agency, relief from any other further claims servicing obligations. We will handle all claims (as defined) occurring during the term of this contract unless so relieved in writing. If we elect to exercise our rights under this paragraph, in addition to all other legal remedies, we will have the right to charge a full Service Fee and any excess monies in your Claims Account may be retained by us and applied to end amounts owed to us.
- E. We have the right to amend the amount of money you are required to keep in your Claims Account, subject to industry standards and negotiation between parties.
- F. If you fail to make timely payments of any monies owing to us whether for Claims Settlements, Allocated Loss Expense or fees for services rendered, we will have the right to charge you interest on late payment(s) at prime rate plus two (2) "points." In the event that we incur collection expenses in obtaining from you monies owing to us, we will have the right to recover those expenses from you. This is subject to timely prior notice.
- G. We will have the right to communicate with the insurance carrier providing coverage in excess of your self-insured retention/deductible exposure when in our judgement it is deemed necessary to do so. We may provide information to that carrier relating to any open or closed



claim(s) or loss(es) regardless of whether such claim(s) or loss(es) involve or may involve the carrier.

- H. Failure by us to settle a claim within the Settlement Authority Limit will not subject us to liability above the Settlement Authority Limit in the event of an adverse judgement, nor will such failure to settle subject us to any liability whatsoever.
- I. The provisions of this contract are for the sole benefit of the parties and we will not be liable to any person not a party to this contract for loss, liability, damage, or expense. This contract may not be assigned without our prior written consent.
- J. The General Conditions and Specific Conditions contain the entire agreement by and between the parties with respect to the matters described herein. This contract may be modified or amended only in writing signed by both parties. No handwritten or typed amendments to this contract are enforceable unless signed or initialed by all parties to the contract.
- K. The interpretation and performance of this contract shall be governed by the laws of the State of Michigan.
- L. We have the right to keep copies of all claim files.
- M. **CLIENT** shall hold **CMI** free of liability for all penalties, fees, fines, costs and/or any other charges which are imposed against **CLIENT** due to delinquent medical payments caused by **CLIENT**'s delay in forwarding bills to **CMI** for payment.
- N. In the event of a change of administrators, the **CLIENT** will provide sixty (60) days written notice to **CMI** THIS SECTION IS ONLY APPLICABLE TO GROUP ACCOUNTS.
- O. **HOLD HARMLESS**

The **CLIENT** agrees to indemnify, defend and hold harmless **CMI** and its directors, officers, shareholders, employees and agents against any and all claims, lawsuits, settlements, judgements, costs, penalties and expenses, including all attorney's fees of any kind whatsoever resulting from or arising out of or in connection with:

- a. Any service, duty, obligation or function of **CMI** under this Agreement, unless it was the consequence of misconduct, negligence or fraud by **CMI** or any of its directors, officers, employees or agents:
- b. Actions taken by **CMI** pursuant to instructions from **CLIENT** or its directors, officers, shareholders, employees or agents.
- c. The failure of the drawee bank to honor any draft by reason of inadequacy of funds in the Bank Account, whether such claim is brought by a payee, endorser, endorsee, holder, or any bank.

**CMI** agrees to indemnify, defend and hold harmless **CLIENT** and its directors, officers, shareholders, employees and agents against any and all claims, lawsuits, settlements,



judgements, costs, penalties and expenses, including all attorney fees resulting from or arising out of or in connection with errors or omissions of CMI

## VI. DEFINITIONS

- A. Allocated Loss Expense means any cost or expense incurred on your behalf as a result of our exercising our right to engage the service of firms or persons outside our organization for work in connection with the investigation, adjustment, settlement or defense of a particular claim. Allocated Loss Expense includes, but is not limited to, subrogation; rehabilitation; automobile appraisal; all court costs, fees and expenses; fees for services of process; fees to attorneys; the cost of services of undercover operations and detectives; fees of independent adjusters or attorneys for investigation or adjustment of claims in areas removed from reasonable access to our salaried employees; the cost of employing experts for the purpose of preparing maps, photographs, diagrams, chemical or physical analysis, or giving expert advice or opinion; the cost of copies of transcripts of testimony at coroner's inquests or criminal or civil proceedings; the cost of obtaining copies of any public records; and the costs of depositions and court reporter or recorded statements. Allocated Loss Expense is not included in either the Minimum Contract Fee nor the Claims Service Fees. Allocated Loss Expense is not subject to the Settlement Authority Limit. Penalties assessed against the **CLIENT** for the late reporting of a claim are not included in Allocated Loss Expense nor in the service fee. If such penalty arises out of a failure by **CMI**, such penalty will be borne by **CMI**. Such penalties are to be borne by the responsible party outside this contract.
- B. Cancellation means the revocation of this contract prior to the end of the contract period stated in the Specific Conditions.
- C. Claim(s) means each monetary demand against you based upon damage(s) resulting from bodily injury to a covered worker if the demand:
1. is based on or arises out of an occurrence which takes place during the term of this contract or, in the event of cancellation, is based on or arises out of an occurrence which takes place during the term of this contract and prior to the effective date of such cancellation; and
  2. constitutes the type of claim described in paragraph 3 of the Specific Conditions.
- D. Service Fees means the amount owing to **CMI** as set forth in the Specific Conditions and does not include Allocated Loss Expenses or claim payments.
- E. Late Reported Claim means a claim which is reported to us after the Cancellation or Termination of this contract.
- F. Loss Fund means the money which you have made available to us for use in paying Allocated Loss Expense and claim payments on your behalf.
- G. Minimum Service Contract Fee means the minimum amount which you must pay to **CMI** for services rendered. This fee is set forth in the Specific Conditions.

- H. Settlement Authority Limit means the total amount of money which you are authorizing us to spend (without seeking any prior approval from you) in order to settle any single claim. This limit is set forth in the Specific Conditions. Allocated Loss Expenses are not subject to the Settlement Authority Limit.
- I. Termination means the expiration of this contract at the end of the contract period stated in the Specific Conditions.
- J. We, Our and Us means CMI and its employees, representatives, entities, or person to whom CMI delegates or subcontracts any of its responsibilities under this contract.
- K. You and Your means the person, persons, entity, or entities listed as the "CLIENT" in the Specific Conditions of this contract.

ServContract  
{rev: JGG/12/12/95pk}  
{rev: CS/05/14/96pk}  
{rev: JGG/1/7/97km}  
{rev: SG/2/4/97nn}  
{rev: AD/10/1/97/nk}  
{rev: GW/6/8/98/nk}  
{rev: SG/7/18/01/pt}  
{rev: LC/05/05/04/pt}

CityOfGrossePteWoods-0715  
05-27-15/CB



**CMI, A York Risk Services Company, Inc.**

645 WEST GRAND RIVER SUITE 100  
HOWELL, MICHIGAN 48843

**SERVICE CONTRACT  
ADDENDUM No. 1  
Medicare Claim Reporting**

This addendum is to service contract between

**City of Grosse Pointe Woods**

---

(Client)

**20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236**

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(Address)

Hereinafter called "CLIENT" and "CMI" with its office at 645 West Grand River, Suite 100, Howell, Michigan 48843.

**CONTRACT PERIOD:** July 1, 2015 to July 1, 2017

**EFFECTIVE DATE:** July 1, 2015

Both parties do hereby agree to the following terms and conditions:

CMI agrees to provide the following additional services:

For any claim reported by the CLIENT, CMI will provide for the proper reporting to the Center for Medicare & Medicaid Services (CMS), in accordance with the Medicare Secondary Payor Mandatory Reporting Provisions in Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (the MMSEA- 42 U.S.C. 1395y(b)(7) & (b)(8)) (the "Act")

**CLIENT OBLIGATIONS UNDER THIS ADDENDUM:**

It is your obligation under this contract addendum:

- A. To register with CMS as Responsible Reporting Entity (RRE) and assign an Authorized Representative in compliance with MMSEA 111.
- B. To setup an account with CMS Coordination of Benefits Contractor (COBC) and assign an Account Manager and obtain an "RRE ID".
- C. To make CMI an "Account Designee" under CLIENTS "RRE ID" on the COBC Secure Web Site so that CMI report required claims data on CLIENTS behalf.

In connection with the Act, the CLIENT agrees to indemnify, defend and hold harmless CMI and its directors, officers, shareholders, employees and agents against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses, including all attorney's fees of any kind whatsoever resulting from or arising out of or in connection with:

Any service, duty, obligation or function of CMI, unless it was the consequence of willful misconduct, gross negligence or fraud by CMI or any of its directors, officers, employees or agents.



<b>Conditional Payment Dispute Resolution</b>	\$125.00 per Hour
<b>Final Settlement Document Submission</b>	\$125.00 per Referral
<b>Medicare / Medicaid Investigation</b>	\$50.00 per Inquiry
<b>Medical Cost Projection to MSA Conversion</b>	\$1,200.00 per Referral

York's medical management services include a complete suite of all ancillary medical services, using multiple networks that address our clients' needs – including, but not limited to, pharmacy benefit management, diagnostics, durable medical equipment, transportation and translation, home health, physical therapy, and independent medical exams. These services are subject to the bill review rates as quoted above, plus the applicable percentage of network savings achieved below the fee schedule or usual & customary charges.

**IT/RMIS Fees:**

SERVICE	DESCRIPTION	FEES
<b>Custom Software Development</b>	Any software development, including, but not limited to: creating system features; creating data extracts; creating interfaces	\$185 per Hour
<b>Annual Maintenance of Data Feed</b>	Maintaining data feed	\$5,000 per Year
<b>Standard Data Feeds to Third Parties</b>	York Data feed in York Standard format	\$1,500 per feed
<b>Custom Data Feeds to Third Parties</b>	Data feeds such as third party RMIS vendors	\$185 per Hour (Development and Set-up: minimum\$1,500 set up plus five hours at \$185 per Hour)
<b>Exit Data Services</b>	ITD Claim, transactions, notes, images (standard formats)	\$10,000 at Exit Customization work @ \$185 per Hour
<b>Claim FROI/SROI (State EDI)</b>	Submission of FROI/SROI to the States	\$2 per Submission



10F

RECEIVED  
MAY 25 2017  
CITY OF GROSSE POINTE WOODS

MEMO 17 - 22

TO: Bruce Smith, City Administrator  
FROM: Frank Schulte, Director of Public Services *F.S.*  
DATE: May 19, 2017  
SUBJECT: Recommendation – Road Salt 2017/2018 Season

A bid request for supplying road salt for the 2017/2018 winter maintenance season was posted on the Michigan Intergovernmental Trade Network (MITN) website by the City of Farmington Hills for the Oakland County Road Commission on March 28, 2017 on behalf of 30 cooperative participants, including the City of Grosse Pointe Woods. The bid deadline was April 11, 2017 and bids were received from four companies as shown below.

<u>Delivered</u>	<u>Before 10/01/17</u>	<u>After 10/01/17</u>
Cargill, Inc.	\$52.99/ton	\$52.99/ton
The Detroit Salt Co.	\$57.31/ton	\$57.81/ton
Compass Minerals America	\$57.81/ton	\$57.81/ton
Morton Salt Co.	\$57.96/ton	\$57.96/ton

Cargill, Inc. is the lowest qualified bidder and was approved by the City of Farmington Hills on behalf of the MITN/Oakland County Road Commission cooperative on April 24, 2017. The Cargill, Inc. price of \$52.99 per ton is \$3.58 per ton less than the Detroit Salt Co. price of \$56.57 per ton paid in the 2016/2017 season. Therefore, I concur with the decision of the cooperative and recommend that we purchase road salt for the 2017/2018 winter maintenance season from Cargill, Inc., 24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070 at a price of \$52.99 per ton in a total amount not to exceed \$50,000.00. This is a budgeted item included in the 2017/2018 budget in accounts 202-478-757.000 (\$12,500) and 203-478-757.000 (\$37,500).

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

c.c. Cathy Behrens  
Salt File  
O/F

Recommended for Approval as Submitted:

*[Signature]*  
Bruce Smith, City Administrator  
*[Signature]* *May 24, 2017*  
Date  
*[Signature]* *Cathy Behrens, Treasurer/Comptroller*

Council Approval Required





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/2017

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

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

<b>PRODUCER</b> Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402	1-612-333-3323	<b>CONTACT NAME:</b> Janet Rodriguez or Dawn Heinemann <b>PHONE (A/C, No, Ext):</b> 612-333-3323 <b>FAX (A/C, No):</b> 612-373-7270 <b>E-MAIL ADDRESS:</b> dheinemann@hayscompanies.com
<b>INSURED</b> Cargill Incorporated, Its Subsidiaries, and Businesses *(see attached for additional named insureds) PO Box 5612, MS12 Minneapolis, MN 55440-5612		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> OLD REPUBLIC INS CO <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES** **CERTIFICATE NUMBER: 49928529** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" 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	X	MWZY310323	06/01/17	06/01/18	EACH OCCURRENCE \$ 15,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 15,000,000 GENERAL AGGREGATE \$ 50,000,000 PRODUCTS - COMP/OP AGG \$ 50,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Cargo Legal	X	X	MWTB310326 (AOS)	06/01/17	06/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ Included
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 N	X	MWC31032400 (AOS)	06/01/17	06/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 15,000,000 E.L. DISEASE - EA EMPLOYEE \$ 15,000,000 E.L. DISEASE - POLICY LIMIT \$ 15,000,000
A	EXCESS WORKER'S COMP.			MWX8310322 (OH, USLH)	06/01/17	06/01/18	STATUTORY EXCESS 1,000,000SIR

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

**\*\*SEE ATTACHED FOR ADDITIONAL INSURED/PRIMARY/NONCONTRIBUTORY/WAIVER OF SUBROGATION.**

Those parties identified in the contract with Cargill, Inc. are provided additional insured status if required in that written contract.

*for per CO sheet left*

## CERTIFICATE HOLDER

City of Grosse Pointe Woods, MI

20025 Mack Plaza Dr.

Grosse Pointe Woods, MI 48236

USA

## 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

*[Signature]*



# SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE  
05/24/2017

NAME OF INSURED: Cargill Incorporated, Its Subsidiaries, and Businesses  
\*(see attached for additional named insureds)

\*\*Entities identified in the contract with the Named Insured are included as Additional Insured-Vendors on the Insured's General Liability policy and Additional Insureds on the Insured's Automobile Liability policy, and coverage will be on a primary basis, where these are requirements in the written contract with the insured, subject to the policy terms and conditions. Waiver of Subrogation applies as respects Insured's General Liability, Automobile Liability and/or Workers' Compensation policy, where required by the written contract with the insured, subject to the policy terms and conditions.

A partial listing of U.S. Subsidiaries and Businesses includes (but is not limited to):

Cargill AgHorizons  
Cargill Animal Nutrition (Cargill Feed & Nutrition, Cargill Premix & Nutrition and Cargill Aqua Nutrition)  
Cargill Case Ready  
Cargill Cocoa and Chocolate, Inc.  
Cargill Corn Milling North America  
Cargill Deicing Technology  
Cargill Dressings, Sauces & Oils  
Cargill Dry Corn Ingredients, Inc.  
Cargill Financial Services Corporation  
Cargill Food Distribution  
Cargill Grain and Oilseed Supply Chain North America  
Cargill Kitchen Solutions, Inc.  
Cargill Malt  
Cargill Meat Logistics Solutions, Inc.  
Cargill Meat Solutions Corporation  
Cargill Beef  
Cargill Salt  
Cargill Specialty Seeds & Oils  
Cargill Texturizing Solutions  
Cargill Turkey Production, LLC  
Cargill Value Added Protein  
Cargill Turkey & Cooked Meats  
G & M Stevedoring Co., Inc.  
Black River Asset Management LLC  
Provimi North America, Inc.  
Toshoku America, Inc.  
Five Star Custom Foods LTD

## Lisa Hathaway

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**From:** Berschback, Ethridge [blbwlaw@yahoo.com]  
**Sent:** Wednesday, May 24, 2017 11:22 AM  
**To:** Lisa Hathaway  
**Subject:** Re: Cargill Certificate of Liability Ins

approved. ctb.

### *Law Offices*

24053 Jefferson Avenue  
St. Clair Shores, MI 48080  
586.777.0400 / 0430 fax  
[blbwlaw@yahoo.com](mailto:blbwlaw@yahoo.com)

On Wednesday, May 24, 2017 10:16 AM, Lisa Hathaway <[LHathaway@gpwmi.us](mailto:LHathaway@gpwmi.us)> wrote:

Chip,

For your review and approval.

Thank you,

Lisa Kay Hathaway, CMMC/MMC  
City Clerk/F.O.I.A. Coordinator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
313 343-2447  
313 343-5667 (Fax)

Director-Michigan Association of Municipal Clerks (MAMC)  
Chair - MAMC Membership/CMMC Program  
Member - MAMC Legislative Committee

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**From:** Dawn Heinemann [<mailto:dheinemann@hayscompanies.com>]  
**Sent:** Wednesday, May 24, 2017 9:58 AM  
**To:** Lisa Hathaway  
**Subject:** RE: Cargill Certificate of Liability Ins

Please find attached the amended certificate of insurance.  
Any questions, please let us know.  
Thank you,

**Dawn Heinemann**  
**(612) 373-7284**  
Hays Companies



All. Together. Certain.

---

**From:** Lisa Hathaway [<mailto:LHathaway@gpwmi.us>]  
**Sent:** Tuesday, May 23, 2017 4:03 PM



**To:** Dawn Heinemann <dheinemann@hayscompanies.com>

**Subject:** Cargill Certificate of Liability Ins

Dawn,

Per our discussion, our City Attorney has reviewed this certificate and has agreed to approve it for consideration by Council to award a contract to Cargill if the following is added under description of operations:

"Those parties identified in the contract with Cargill, Inc. are provided additional insured status if required in that written contract."

Please email me the amended certificate.

Sincerely,

Lisa Kay Hathaway, CMMC/MMC  
City Clerk/F.O.I.A. Coordinator  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
313 343-2447  
313 343-5667 (Fax)

Director-Michigan Association of Municipal Clerks (MAMC)  
Chair - MAMC Membership/CMMC Program  
Member - MAMC Legislative Committee

**Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.**

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This communication is intended only for the recipient(s) named above; may be confidential and/or legally privileged; and, must be treated as such in accordance with state and federal laws. If you are not the intended recipient, you are hereby notified that any use of this communication, or any of its contents, is prohibited. If you have received this communication in error, please return it to the sender and delete the message from your computer system.

**Property of the City of Grosse Pointe Woods. If you have received this transmission in error, please delete immediately.**



All. Together. Certain.

**Hays Companies**

IDS Center, Suite 700

80 South 8th Street

Minneapolis, MN 55402

612.333.3323 phone

612.373.7270 fax

[www.hayscompanies.com](http://www.hayscompanies.com)

Dear Risk Management,

RE: Additional Insured wording on Certificates of Insurance.

Please be advised, this year we have created "blanket" additional insured wording for Cargill Incorporated, it's Subsidiaries and Business Units.

The wording was discussed, reviewed and agreed to by Cargill's legal department. The blanket wording states: "Those PARTIES IDENTIFIED IN THE CONTRACT with Cargill, Inc. are provided additional insured status if required in that written contract."

Since contracts are amended quite frequently, e.g. new management, company name change etc., this allows for less changes/corrections through-out the year on re-issuing certificates of insurance.

If you have any questions or concerns regarding this, please let us know.

Thank you,

Dawn DeBuhr

Hays Companies

80 So. 8<sup>th</sup> Street, Minneapolis, MN 55402





COPY

DEPARTMENT OF CENTRAL SERVICES

March 30, 2017

**TO:** Suppliers/Contractors  
**FROM:** Kelly Monico-Director of Central Services  
**RE:** ITB-FH-16-17-2003-Rock Salt for Ice Control-Addendum #2

Please be advised of the following Addendum the above referenced Bid. Responses are due Tuesday, April 18, 2017, 10:00 a.m. E.D.T. Please include one original & two copies of this addendum with your bid response. Bids will then be publicly opened and available for inspection. If you have any questions, please contact Kelly Monico at (248) 871-2435 or kmonico@fhgov.com. Thank you for your interest in the City of Farmington Hills.

**Addendum #2**

Please strike through the 150 ton quantity listed for Lower Huron, Willow & Oakwoods. They have dropped out of the Co-op

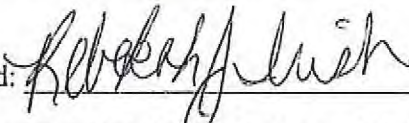
Oakland County Agencies	Delivery Address	City/State	Estimated Quantities
Lower Huron, Willow & Oakwoods	Deliver to Kensington 2240 W. Buno Rd	Milford, MI	150

This will increase the overall quantity for Macomb quantity. Please make the change directly on the bid as follows, strike through the old quantity and write in the new amount of 19,250

Rock Salt – Oakland County	\$	\$	33,050	\$
Total			32,900	

**Authorization & Acceptance of Addendum #2**

Company Name: Cargill, Inc. - Deicing Technology Business

Signed: 

Printed: Rebekah Irish - Customer Solutions Specialist

Date: April 17, 2017



DEPARTMENT OF CENTRAL SERVICES

March 29, 2017

**TO:** Suppliers/Contractors  
**FROM:** Kelly Monico-Director of Central Services  
**RE:** ITB-FH-16-17-2003-Rock Salt for Ice Control

Please be advised of the following Addendum the above referenced Bid. Responses are now due Tuesday, April 18, 2017, 10:00 a.m. E.D.T. Please include one original & two copies of this addendum with your bid response. Bids will then be publicly opened and available for inspection. If you have any questions, please contact Kelly Monico at (248) 871-2435 or kmonico@fhgov.com. Thank you for your interest in the City of Farmington Hills.

**Addendum #1**

**Item #1-Postponement of Deadline.**

As noted above the bid deadline is postponed until Tuesday, April 18, 2017, 10:00 a.m. E.D.T.

**Item #2-Please add City of Centerline quantities under Macomb County as follows**

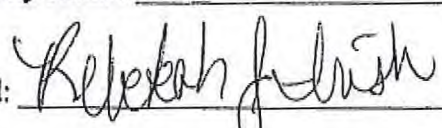
Macomb County Agencies	Delivery Address	City/State	Estimated Quantities
Centerline, City of	6685 E. 10 Mile	Centerline, MI 48015	650

This will increase the overall quantity for Macomb quantity. Please make the change directly on the bid as follows, strike through the old quantity and write in the new amount of 19,250

Rock Salt - Macomb County Agencies	\$	\$	<del>18,600</del> 19,250	\$
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**Authorization & Acceptance of Addendum #1**

Company Name: Cargill, Inc. - Deicing Technology Business

Signed: 

Printed: Rebekah Irish - Customer Solutions Specialist

Date: April 17, 2017



## INVITATION TO BID

ITB:	#itb-fh-16-17-2003
ITEM:	Rock Salt for Ice Control
DEADLINE:	Wednesday, April 12, 2017, 10:00 a.m. E.D.T.
QUESTIONS:	Accepted in writing via email to Kelly Monico, Director of Central Services <a href="mailto:kmonico@fhgov.com">kmonico@fhgov.com</a> or Kevin McCarthy, DPW Superintendent, <a href="mailto:kmccarthy@fhgov.com">kmccarthy@fhgov.com</a>

### 1. SUBMISSION AND RECEIPT OF BID

Bids to receive consideration shall be received prior to the specified time of opening as designated on the bid form. **NO LATE BIDS WILL BE ACCEPTED.** The City of Farmington Hills reserves the right to postpone the opening for its own convenience. Bidders shall use the bid documents furnished as none other may be accepted. Bids are considered received when in the possession of the Farmington Hills City Clerk. All bids shall be labeled with the ITB number, item, as well as the aforementioned deadline date/time and the vendor name and address on the outside of the envelope. Bids shall be sealed when submitted. Separate bids shall be submitted on each bid number and shall be typewritten or written in ink and legibly prepared. Bids having any erasures or corrections thereon may be rejected unless explained or initialed by the bidder. **If you are submitting a "No Bid", do not follow the above directions but send a letter to the Purchasing Division indicating a "No Bid.** Bids shall be mailed or delivered to City of Farmington Hills, City Clerk's Office, 31555 Eleven Mile Road, Farmington Hills, MI 48336-1165 before the stated deadline. **No faxed or emailed bids will be accepted.**

### 2. RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified, the City of Farmington Hills reserves the right to accept any item in the bid. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City of Farmington Hills reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is provided. Alterations to the written requirements will negate any response. The City of Farmington Hills promotes "green" technologies and the reduction of waste. When possible, your response should be double sided to reduce paper usage. Other factors including source of supply may be used in award recommendations.

### 3. OFFICIAL DOCUMENTS

The City of Farmington Hills shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is Vendor's responsibility to acquire knowledge of any change, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any change, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of changes, modifications or additions made by the City of Farmington Hills to the Authorized Version of the bid, and that Vendor fails to accept the award, the City of Farmington Hills may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that document appearing on the MITN with amendments and updates.

The City of Farmington Hills officially distributes bid documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of documents obtained from any other source are not considered official copies. Only those vendors who obtain documents from either the Purchasing Division or the MITN system is guaranteed access to receive addendum information, if such information is issued.



If you obtained this document from a source other than MITN, it is recommended that you register on the MITN site, [www.mitn.info](http://www.mitn.info) and obtain an official copy and any addenda.

**4. INTERPRETATION OF BID AND/OR CONTRACT DOCUMENTS**

Any interpretation to a bidder regarding the Bid and/or Contract Documents or any part thereof is valid only if given by the City's Purchasing Division staff. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other bidders will be in writing and issued by the Purchasing Division. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**5. CHANGES AND ADDENDA TO BID DOCUMENTS**

Each change or addendum issued in relation to this bid will be on file in the Purchasing Division. It shall be the bidder's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all bidders shall be bound by such changes or addenda.

**6. SPECIFICATIONS**

Unless otherwise stated by bidder, the bid will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the document. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

**7. ALTERNATES**

Bidders are cautioned that any alternate bid, unless requested by Purchasing, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive, and at the opinion of the City, may result in rejection of the bid.

**8. PRICING**

Prices shall be stated in units of quantity specified in the Document. In case of a discrepancy in computing the amount of the bid, the unit price will govern.

**9. TAXES, TERMS AND CONDITIONS**

The City of Farmington Hills & all agencies listed in this request are exempt from Federal Excise and State Sales Tax. Please review The State of Michigan's REVENUE ADMINISTRATIVE BULLETIN 1999 – 2 for clarification <http://www.treas.state.mi.us/lawrules/rabs/1999/rab9902.htm> The City's tax number is 38-6006902. General payment terms are Net 30 days upon receipt of goods (unless otherwise stated below). Cooperative members will provide their tax-exempt status as required by the awarded vendor.

**10. QUANTITIES**

All quantities stated, unless indicated otherwise are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

**11. DELIVERY**

Bids shall include all charges for delivery, packing, crating, etc., unless otherwise stated in the bid document. All deliveries will be FOB: Delivered. General delivery hours are 8:30 a.m. to 3 p.m. Monday-Friday.



## 12. AWARD

To be considered your company must specialize in and have provided the services listed herein as indicated in the specification section. Submit one (1) original & Two (2) copies of the bid in one sealed envelope or box.

The bid will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bid, in part or whole and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the document the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or groups of items provided unit prices are clearly shown and a notation is made on the document clearly indicating Bidder's intent.

## 13. WITHDRAWAL OF BID

Bids may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the stated bid deadline. No bid may be withdrawn for at least 90 days after bid opening except the successful company whose prices shall remain firm for the entire contract period. In case of error by the bidder in making up a bid, the Purchasing Division staff may, by discretion, reject such a bid upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

## 14. DEFAULT CONDITIONS

In case of default by the contractor, the City of Farmington Hills may procure the articles or services from other sources and hold the bidder responsible for any excess cost occasioned thereby. In case of error by the bidder relating to a Contract, the Purchasing Division may, by discretion, upon presentation of a written explanation by the bidder substantiating the error, reject the Contract and award to the next qualified bidder; such error may be subject to default conditions.

## 15. INFRINGEMENTS AND INDEMNIFICATIONS

The bidder, if awarded a contract, agrees to protect, defend, and save the City and the cooperative members listed herein, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the parties by or from any of the facts of the contractor, the contractor's employees, or agents; from all liability claims, demands, judgments and expenses to persons or property occasioned, wholly, or in part, by the acts or omissions of the bidder, contractor, agents or employee.

## 16. SAMPLES

Generally, when required, samples will be specifically requested in the Request for Bids. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at an offeror request, transportation collect.

## 17. PATENTS, COPYRIGHTS, ETC.

The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

## 18. NON-COLLUSION

By signing the bid the offeror certifies that the bid submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action



with, any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition.

#### **19. CANCELLATION**

Unless otherwise stated in the additional terms and conditions listed in the ITB, any contract entered into as a result of this bid may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating agency may cancel its participation upon 30 days written notice. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

#### **20. DEFAULT AND REMEDIES**

Any of the following events shall constitute cause for the City of Farmington Hills to declare Contractor in default of the contract: A. Nonperformance of contractual requirements or B. A material breach of any term or condition of this contract. Please note, The City of Farmington Hills shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the City of Farmington Hills may do one or more of the following: A. Exercise any remedy provided by law; B. Terminate this contract and any related contracts or portions thereof; 4. Impose liquidated damages; or D. Suspend contractor from receiving future bid solicitations.

#### **21. LAWS AND REGULATIONS**

Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

#### **22. GOVERNING LAW**

This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the participating entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the participating entity's State.

#### **23. ASSIGNMENT/SUBCONTRACT**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the City of Farmington Hills.

#### **24. NONDISCRIMINATION**

The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting agencies, upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual agency's certification requirements, if any, as stated in the additional terms and conditions listed in the solicitation. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every



subcontract relating to purchases by the agencies to insure that subcontractors and vendors are bound by this provision.

**25. SEVERABILITY**

If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**26. FORCE MAJEURE**

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The City of Farmington Hills may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**27. BID PREPARATION COSTS**

The City of Farmington Hills is not liable for any costs incurred by the offeror in bid preparation.

**28. CONFLICT OF INTEREST**

The City of Farmington Hills Code of Ethics prohibits City officials and employees from using their official position to unreasonably secure, request, or grant any privileges, exemptions, advantages, contracts or preferential treatment for themselves or others, and further, requires the reporting of certain financial or other interests held by themselves or their family members in any organization that does business with the City. Consistent with the principles of the City of Farmington Hills Code of Ethics, and in accordance with applicable federal regulations, no employee, officer or agent of the City shall be permitted to participate in the selection, the award, or the administration of a contract if the employee, officer or agent of the City, or his or her immediate family member or members, or his or her business partner or partners, works for, or has any financial or other interest in any company bidding for the contract.

In order to determine whether your company presents any potential conflict of interest with respect to the award of the subject contract, on a separate piece of paper, please disclose any familial or business relationships you have with any current or former employee, agent, consultant, officer or elected or appointed official of the City of Farmington Hills, or others who are or have been within the past year, in a decision making position with the City of Farmington Hills, and who may be able to grant favorable treatment with respect to being awarded this contract. Please disclose the full nature and extent of your relationship.

The City will review the relationship for conflict of interest. If a determination is made that the relationship is contrary to Federal Regulations 24 CFR 570.611 your company will be removed from the bid process. Requests for exceptions will be reviewed by the HUD Detroit Field Office in accordance with the standards set forth in 24 CFR 570.611(d).

Violation of the City's Code of Ethics as the result of non-disclosure will be reviewed in accordance with Section 5 of the City of Farmington Hills Code of Ethics and may result in disciplinary action, and/or termination of the subject contract.

**29. INDEPENDENT CONTRACTOR**

The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the City of Farmington Hills or the respective agencies to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the City of Farmington Hills or participating agencies, except as expressly set forth herein.

**30. THIRD PARTY BENEFICIARIES**

There are no third party beneficiaries to this Agreement, and nothing expressed or referred to in this Agreement will be construed to give any person or entity other than the parties to this Agreement any legal or equitable right, remedy,



or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties named.

**31. CITY POLICY ON SMOKING**

The bidder, if awarded a contract, agrees to follow the City of Farmington Hills Smoking Policy which states: "The City of Farmington Hills is dedicated to providing a healthy, smoke free work place for employees, residents and visitors." To that end; smoking is prohibited in all municipal buildings, in all municipal owned, leased or rented vehicles and within twenty five (25) feet from any municipal building entrance, outdoor air intakes and operable windows. Smoking is permitted in outside designated smoking areas or in personal vehicles. Smokers are responsible for properly disposing of all smoking related litter, which includes cigarette and cigar butts, tobacco, etc. Disposal of any smoking litter is not permitted on City property except in the provided receptacles.

**32. NON-IRAN LINKED BUSINESSES**

By signing the bid, I certify and agree on behalf of myself and the company submitting this bid the following: (1) that I am duly authorized to legally bind the company submitting this bid; and (2) that the company submitting this bid is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard."

**33. INSURANCE (REQUIRED FOR WORK ON OR WITHIN CITY PROPERTY/FACILITIES)**

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to The City of Farmington Hills. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

- A. Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.
- C. Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Farmington Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming The City of Farmington Hills as additional insured, coverage afforded is considered to be primary and any other insurance The City of Farmington Hills may have in effect shall be considered secondary and/or excess.
- E. Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice



of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The City of Farmington Hills, Central Services Department, 31555 West Eleven Mile Road, Farmington Hills, MI, 48336.

- F. Proof of Insurance Coverage: The Contractor shall provide The City of Farmington Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance **as well as the required endorsements**. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- G. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to The City of Farmington Hills at least ten (10) days prior to the expiration date.

### 34. DESCRIPTION

The City of Farmington Hills, on behalf of the entities listed herein, requests your bid for sodium chloride to be used for ice and snow removal and control. The sodium chloride shall be either mined rock salt or evaporated salt and shall conform to the requirements specified herein. The evaporated salt shall be compressed and crushed to produce the particle sizes as specified herein under "Gradation". Each entity reserves the right to award the bid and will issue individual purchase orders.

### 35. CHEMICAL COMPOSITION-SODIUM CHLORIDE TYPE A CRUSHED ROCK SALT

The sodium chloride shall conform to ASTM designation for Sodium Chloride Type 1, Grade 1, #D632 except that a tolerance in gradation will not be allowed and the following requirements as to chemical composition:

Sodium Chloride (NaCl), minimum, percent 95.0 purity before treatment  
GRADATION:

Sieve Size	Percent passing(by weight)
.5 inch(12.5 mm)	100
3.8 inch (9.5 mm)	95 - 100
No. 4 – (4.75 mm)	20 - 90
No. 8 – (2.36 mm)	10 - 60
No. 30 – (0.60 mm)	0 - 15

### 36. MOISTURE CONTENT

The moisture content of the sodium chloride at the point of delivery shall not exceed 1.5 percent, by weight. A weight adjustment will be made for moisture content in excess of 1.5%.

### 37. GENERAL REQUIREMENTS

- A. Packing and marking, inspection, rejection and methods of sampling and testing shall conform to the respective requirements as specified under the Specifications for Sodium Chloride, ASTM Designation; #D632 chloride will be sampled at the producer's plant.
- B. Salt shall be treated with yellow Prussiate of Soda to prevent caking.
- C. Upon placing an order for sodium chloride, delivery will be received within seventy-two hours. Deliveries will be made between 8:00 a.m. and 3:00 p.m. local time, Monday through Friday.
- D. A material safety data sheet will be provided before a delivery is made.



- E. Salt that is delivered that fails to meet these specifications will be rejected replaced or credited. Debris such as gravel, dirt and trash intermixed in the delivery will be rejected.
- F. Each agency will guarantee to order a minimum of 70 percent of their estimated quantity from the lowest qualified and approved bidder for year one of the contract term. Any salt (of the guaranteed 70%) may be carried over and applied to the second year's estimated usage. Each entity will then be allowed to adjust their second year estimated quantity prior to the beginning of the season.
- G. Each entity will be allowed to order up to 130 percent of their estimated quantity each year.
- H. Each agency will provide a purchase order or award notice to the awarded vendor. Some agencies may provide intent to award prior to the start of their budget year.
- I. Upon mutual consent, the MITN cooperative and lowest response bidder can elect to award year two pricing. Please see adjustment clause below.

### 38. PRICING

#### YEAR 1

2017/18 Season Item - Location	Early fill Price per ton delivered before 10/1/2017	Price per ton – delivered on/after 10/1/2017	Estimated quantity	Total
Rock Salt – Oakland County Agencies	\$56.69	\$56.69	<del>33,050</del> 32,900	\$1,865,101.00
Rock Salt – Macomb County Agencies	<del>\$56.35</del>	\$56.35	<del>18,600</del> 19,250	\$1,084,737.50
Rock Salt – Wayne County Agencies	\$52.99	\$52.99	11,850	\$627,931.50

#### YEAR 2

2018/19 Season Item - Location	Early fill Price per ton delivered before 10/1/2018	Price per ton – delivered on/after 10/1/2018	Estimated quantity	Total
Rock Salt – Oakland County Agencies	\$59.69	\$59.69	<del>33,050</del> 32,900	\$1,963,801.00
Rock Salt – Macomb County Agencies	\$59.35	\$59.35	<del>18,600</del> 19,250	\$1,142,487.50
Rock Salt – Wayne County Agencies	\$55.99	\$55.99	11,850	\$663,481.50

#### YEAR 2 – ADJUSTMENT OF QUANTITIES

In order to more accurately discern needs for year two (2) agencies would like the opportunity to adjust volume for year two (2) quantities. Please list the % adjustment (either + or -) allowed by your company to year two (2) quantities in order to maintain the prices listed.

Agencies can increase the quantity below by negotiable% and still maintain the same price per ton

Agencies can decrease the quantity below by negotiable% and still maintain the same price per ton



Signature of Company Representative



## 42. COOPERATIVE PARTICIPANTS

The following agencies reserve the right to utilize another supplier should the awarded vendors be unable to fulfill the salt supply.

Agency	Delivery Address	City/State	Estimated quantity (tons)
<b>Oakland County Agencies</b>			
Auburn Hills, City of	1500 Brown Road	Auburn Hills, MI	2,000
Berkley, City of	3238 Bacon	Berkley, MI 48072	1,400
Bloomfield Township	4200 Telegraph	Bloomfield, MI 48303	4,300
Clawson, City of	635 W. Elmwood	Clawson, MI 48017	1,400
Farmington Hills, City of	27245 Halsted	Farmington Hills, MI 48336	5,000
Huron-Clinton Metroparks at:			
Kensington Metropark	2240 W. Buno Rd.	Milford, MI	300
Stony Creek Metropark	4250 26 Mile	Shelby Twp, MI	300
Hudson Mills Metropark	8801 N. Territorial Rd.	Dexter, MI	100
Indian Springs Metropark	5199 Indian Trail	White Lake, MI	50
Huron Meadows Metropark	8765 Hammel Rd.	Brighton, MI	50
LakeSt. Clair Metropark	31300 Metro Parkway	Harrison Twp, MI	100
Lower Huron, Willow & Oakwoods	Deliver to Kensington 2240 W. Buno Rd.	Milford, MI	750
Oak Park, City of	10600 Capital	Oak Park, MI 48237	600
Orchard Lake, City of	3955 Orchard Lake Rd.	Orchard Lake, MI 48323	500
Rochester, City of	1141 Wilcox	Rochester, MI 48307	1,500
Rochester Hills, City of	511 E. Auburn Rd.	Rochester Hills, MI 48309	3,000
Royal Oak, City of	1600 N. Campbell	Royal Oak, MI 48067	5,500
Southfield DPW, City of	25501 Clara Lane	Southfield, MI	3,500
Southfield Public Schools	24661 Lahser	Southfield, MI 48033	350
South Lyon, City of	520 Ada	South Lyon, MI 48178	900
Walled Lake, City of	1499 E. West Maple	Walled Lake, MI	750
Wixom, City of	2041 Charms Rd.	Wixom, MI 48393	1,300
<b>Oakland County Total</b>			<b>32,900</b>
<b>Macomb County Agencies</b>			
Eastpointe, City of	17800 Ten Mile	Eastpointe, MI 48021	2,000
Roseville, City of	29411 Calahan Street	Roseville, MI 48066	3,000
St. Clair Shores, City of	19700 Pleasant	St. Clair Shores 48080	2,100
Sterling Heights, City of	7200 18 Mile Road	Sterling Heights, MI 48311	5,500
Warren, City of	12801 Stephens	Warren, MI 48093	6,000
Centerline, City of	66815 E. 10 Mile	650 tons	
<b>Macomb County Total</b>			<b>19,250</b>
<b>Wayne County Agencies</b>			
Grosse Pointe Woods, City of	1200 Parkway Drive	Grosse Pointe Woods, MI 48236	1,000
Livonia, City of	12973 Farmington	Livonia, MI 48154	2,500
Romulus, City of	12600 Wayne Road	Romulus, MI 48174	3,000
Grosse Pointe Shores, Village	795 Lake Shore Road	Grosse Pointe Shores, MI 48236	350
Westland, City of	37137 Marquette	Westland, MI 48185	5,000
<b>Wayne County Total</b>			<b>11,850</b>



**43. EXCEPTIONS**

Note any exceptions to the specifications herein: N/A

**44. ACKNOWLEDGEMENT OF OFFICIAL DOCUMENTS**

I Rebekah Irish, certify that I have read section 3 (Official Documents) of the invitation to bid and that the bid proposal documents contained herein were obtained directly from the City of Farmington Hills Purchasing Office or MITN website, www.mtln.info and is an official copy of the authorized version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Rebekah Irish

**45. ACCEPTANCE OF SPECIFICATIONS**

The undersigned herein submits this bid and agrees to enter into an agreement with the City of Farmington Hills & other agencies listed herein in accordance with the specification documents. In submitting this completed and signed bid, it is understood that the right is reserved by the City of Farmington Hills to reject any or all bids and to make such award that, in the opinion of the City Council, is in the best interest of the City of Farmington Hills.

SIGNED

Rebekah Irish

COMPANY

Cargill, Inc. - Deicing Technology Business

PRINTED

Rebekah Irish

ADDRESS

24950 Country Club Blvd., Suite 450

TITLE

Customer Solutions Specialist

CITY/STATE/ZIP

North Olmsted, OH 44070

PHONE

800-600-7258

FAX

888-739-8705

CONTACT PERSON

Customer Service

OR

EMAIL

Bid\_Cdt@cargill.com

WEBSITE

www.cargilldeicing.com

FEIN:

41-0177680

DATE:

April 17, 2017

POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS, That Cargill, Incorporated, a Corporation duly organized and existing under the laws of the State of Delaware, and having its Home Office in the City of Minneapolis, Minnesota, has made, constituted and appointed, and does by these presents, constitute and appoint:

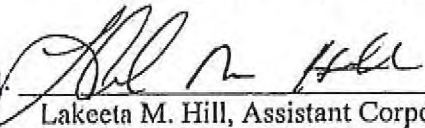
Hannah Akers	Chris Gampfer	Lisa O'Neal
Jim Anderson	Nadine Gilbert	Aileen Orlando
Dawn Bekoscke	Jim Hart	Angele Peterson
Thomas Bowling	Kenneth G. Howe	Stewart Petrick
Stacey Bruzda	Gail Hubbell	John Petryszyn
Pamela S. Burcewicz	Brittney Ingold	Sean M. Riley
Deseree Caver	Rebekah Irish	Tameka Roby
Jean Davis	Robin Kiewatt	Christine M. Rupert
Elaine Dembinski	Mary Kleiner	Anna Sarley
Tony DiPietro	Amanda Knaus	Ashley Sliffe
Adam Donegan	Denise A. Koch	George Varga
Ken Ellen	Sarah Liederbach	Ryann Walsh
Ron Erjavec	Alison Marincek	Danielle Wilford
Joshua D. Evcic	Richard Maxfield	Roger Wilson
Courtney Fugate	Bill Miller	Chet Womack

each its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver bids, bid bonds, contracts, performance bonds, and such other documents as may be necessary or required in connection with the bid, sale or delivery of mineral rock salt, solar salt, salt chemical mixtures, evaporated salt, and/or road deicing salt, to any state, county, city, municipality, or corporate body with which the Company may do business and to bind the Corporation thereby as fully and to the same extent as if such documents were signed by an officer of Salt, sealed with the Corporate Seal of the Corporation and duly attested by its Assistant Corporate Secretary, hereby ratifying and confirming all the said Attorney(s)-in-Fact may do in the premises.

IN WITNESS WHEREOF, Cargill, Incorporated has caused these presents to be signed by its President, Cargill Deicing Technology, and its Assistant Corporate Secretary, and its Corporate Seal to be hereunto affixed this 6th day of March, 2017.

Cargill, Incorporated

By:   
Richard Maxfield, President, Cargill Deicing Technology

Attest:   
Lakeeta M. Hill, Assistant Corporate Secretary



STATE OF OHIO

) ss

COUNTY OF Lorain

On 4/17/2017 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Rebekah Irish known to me to Attorney-in-Fact of CARGILL, INCORPORATED, the Corporation described in and that executed the within and fore-going instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation; and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in the certificate above.

*Pamela S. Burcewicz*  
Notary Public – Pamela Burcewicz



PAMELA S BURCEWICZ

NOTARY PUBLIC, STATE OF OHIO

MY COMMISSION EXPIRES 9/13/2021



# SAFETY DATA SHEET

## 1. Identification

**Product identifier** Bulk Ice Control Salt with YPS

**Other means of identification**

**SDS number** NB2

**Synonyms** Sodium Chloride (Salt). \* Ice Control Salt.

**Recommended use** Salt may be intended for food or animal feed (agricultural) as well as several industrial applications including deicing and water conditioning.

**Recommended restrictions** None known.

### Manufacturer/Importer/Supplier/Distributor information

#### Manufacturer

**Company name** Cargill Incorporated

**Address** Minneapolis, MN 55440

**Telephone** 1-888-385-7258

**Website** [www.cargillsalt.com](http://www.cargillsalt.com)

**Emergency telephone number** CHEMTREC (800) 424-9300

## 2. Hazard(s) identification

**Physical hazards** Not classified.

**Health hazards** Not classified.

**OSHA defined hazards** Not classified.

#### Label elements

**Hazard symbol** None.

**Signal word** None.

**Hazard statement** The mixture does not meet the criteria for classification.

#### Precautionary statement

**Prevention** Observe good industrial hygiene practices.

**Response** Wash hands after handling.

**Storage** Store away from incompatible materials.

**Disposal** Dispose of waste and residues in accordance with local authority requirements.

**Hazard(s) not otherwise classified (HNOC)** None known.

## 3. Composition/information on ingredients

#### Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	95.8-99.8
Sodium Ferrocyanide Decahydrate	13601-19-9	0.0050-0.0100

GRAS Substance (Generally Recognized As Safe).

## 4. First-aid measures

**Inhalation** If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.

**Skin contact** Wash off with soap and water. Get medical attention if irritation develops and persists.

**Eye contact** Rinse with water. Get medical attention if irritation develops and persists.



<b>Ingestion</b>	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
<b>Most important symptoms/effects, acute and delayed</b>	Direct contact with eyes may cause temporary irritation.
<b>Indication of immediate medical attention and special treatment needed</b>	Treat symptomatically.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

## 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Water fog, Foam, Dry chemical powder, Carbon dioxide (CO <sub>2</sub> ).
<b>Unsuitable extinguishing media</b>	Do not use water jet as an extinguisher, as this will spread the fire.
<b>Specific hazards arising from the chemical</b>	During fire, gases hazardous to health may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
<b>Fire-fighting equipment/instructions</b>	Use water spray to cool unopened containers.
<b>Specific methods</b>	Use standard firefighting procedures and consider the hazards of other involved materials.
<b>General fire hazards</b>	This product is not flammable or combustible.

## 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
<b>Methods and materials for containment and cleaning up</b>	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
<b>Environmental precautions</b>	Avoid discharge into drains, water courses or onto the ground.

## 7. Handling and storage

<b>Precautions for safe handling</b>	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.
<b>Conditions for safe storage, including any incompatibilities</b>	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

## 8. Exposure controls/personal protection

<b>Occupational exposure limits</b>	No exposure limits noted for ingredient(s).
<b>Biological limit values</b>	No biological exposure limits noted for the ingredient(s).
<b>Appropriate engineering controls</b>	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
<b>Individual protection measures, such as personal protective equipment</b>	
<b>Eye/face protection</b>	Unvented, tight fitting goggles should be worn in dusty areas.
<b>Skin protection</b>	
<b>Hand protection</b>	Wear appropriate chemical resistant gloves.
<b>Other</b>	Wear suitable protective clothing.
<b>Respiratory protection</b>	Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.



**General hygiene considerations**

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

**9. Physical and chemical properties**

Appearance	White crystalline solid
Physical state	Solid.
Form	Crystalline solid.
Color	White to opaque
Odor	Halogen odor when heated
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	1473.8 °F (801 °C)
Initial boiling point and boiling range	2669 °F (1465 °C) (760 mmHg)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	2.4 mm Hg (1376.6 °F (747 °C))
Vapor density	Not available.
Relative density	2.16 (H <sub>2</sub> O = 1)
Solubility(ies)	
Solubility (water)	26.4 %
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	35 - 83 lb/ft <sup>3</sup>
Molecular formula	NaCl
Molecular weight	58.44
pH in aqueous solution	6 - 9

**10. Stability and reactivity**

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
Incompatible materials	Avoid contact with strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.



## 11. Toxicological information

### Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	Inhalation of dusts may cause respiratory irritation.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	Dust in the eyes will cause irritation.

### Symptoms related to the physical, chemical and toxicological characteristics

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

### Information on toxicological effects

**Acute toxicity** In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

Components	Species	Test Results
------------	---------	--------------

Sodium Chloride (CAS 7647-14-5)

#### Acute

##### Oral

LD50

Mouse

4000 mg/kg

Rat

3000 mg/kg

##### Other

LD50

Mouse

2602 mg/kg

**Skin corrosion/irritation**

Prolonged skin contact may cause temporary irritation.

**Serious eye damage/eye irritation**

Dust in the eyes will cause irritation.

### Respiratory or skin sensitization

**Respiratory sensitization**

Not available.

**Skin sensitization**

This product is not expected to cause skin sensitization.

**Germ cell mutagenicity**

No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

**Carcinogenicity**

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

**Reproductive toxicity**

This product is not expected to cause reproductive or developmental effects.

**Specific target organ toxicity - single exposure**

Not classified.

**Specific target organ toxicity - repeated exposure**

Not classified.

**Aspiration hazard**

Due to the physical form of the product it is not an aspiration hazard.

## 12. Ecological information

### Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
------------	---------	--------------

Sodium Chloride (CAS 7647-14-5)

#### Aquatic

Crustacea

EC50

Water flea (Daphnia magna)

340.7 - 469.2 mg/l, 48 hours

Fish

LC50

Rainbow trout, donaldson trout (Oncorhynchus mykiss)

4747 - 7824 mg/l, 96 hours

**Persistence and degradability**

No data is available on the degradability of this product.

**Bioaccumulative potential**

No data available.

Mobility in soil	No data available.
Other adverse effects	None known.

### 13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

### 14. Transport information

#### DOT

Not regulated as dangerous goods.

#### IATA

Not regulated as dangerous goods.

#### IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not applicable.
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### 15. Regulatory information

US federal regulations	All components are on the U.S. EPA TSCA Inventory List. This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
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#### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

#### OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

#### CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

#### Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No
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#### SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical	No
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SARA 313 (TRI reporting)	Not regulated.
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#### Other federal regulations

##### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

##### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)	Not regulated.
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## US state regulations

### US. Massachusetts RTK - Substance List

Not regulated.

### US. New Jersey Worker and Community Right-to-Know Act

Not listed.

### US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

### US. Rhode Island RTK

Not regulated.

### US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

### US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

## International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

## 16. Other information, including date of preparation or last revision

Issue date 12-August-2014

Revision date -

Version # 01

HMIS® ratings  
Health: 1  
Flammability: 0  
Physical hazard: 0  
Personal protection: A

**Disclaimer**  
All statements, technical information and recommendations contained herein are, the best of our knowledge, reliable and accurate; however no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.



## Technical Information

# Bulk Ice Control Salt

### DESCRIPTION:

Bulk Ice Control Salt is a coarse screened, translucent to white crystalline solid obtained from underground bedded salt deposits by physical mining. The salt is exploited by drilling and blasting with explosives in a manner similar to that used in other types of mineral mining. The mined salt is then crushed, screened and hoisted to the surface where it is stockpiled awaiting distribution as a highway deicing product.

### COMPLIANCE:

Bulk Ice Control Salt is not approved for human or animal consumption. It is intended for use only as a chemical deicer on roadways and thoroughfares. This salt complies fully with ASTM Specification D 632-99 Type 1, Grade 1.

### ADDITIVES:

Bulk Ice Control Salt may contain Yellow Prussiate of Soda, which is added to improve caking resistance.

### APPLICATIONS:

Bulk Ice Control Salt is intended for use as an ice and snow removal agent on highways and other roadways.

### PACKAGING AND SHIPPING:

Bulk Ice Control Salt is available only in bulk form. Bulk quantities are shipped by rail or truck.

### METHODS OF ANALYSIS:

Methods of analysis and product performance evaluation are taken from the ASTM designations D 632 and E 534.

### CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry basis) <sup>1</sup>	%	95.8	95.0 min.
Calcium & Magnesium (as Ca) <sup>1</sup>	%	1.1	-
Sulfate (as SO <sub>4</sub> ) <sup>1</sup>	%	2.7	-
Water Insolubles <sup>1</sup>	%	0.4	2.0 max.
Surface Moisture <sup>2</sup>	%	0.1	1.0 max.
Yellow Prussiate of Soda <sup>3</sup>	ppm	50	100 max.

<sup>1</sup>By difference of impurities before conditioning.

<sup>2</sup>110°C for 2 hours before conditioning.

<sup>3</sup>Optional anticaking agent (sodium ferrocyanide decahydrate).

### SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2"	0.500	12500	100	100 min.
3/8"	0.375	9500	98	95 - 100
4	0.187	4750	71	20 - 90
8	0.0937	2360	39	10 - 60
30	0.0232	600	11	15 max.

Note: Sieve analysis is reported as percent passing.

### BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	75	71 - 79
Grams per Liter	1200	1135 - 1265

Note: Bulk density is reported as loose (uncompacted).

**PRODUCING LOCATION: CLEVELAND, OH**

**Material Number 100011135**

**No. 4700 Revised December 2013**

### CARGILL SALT

P.O. Box 5621  
Minneapolis, MN  
55440  
1-888 385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.



## CITY OF GROSSE POINTE WOODS PROCLAMATION

WHEREAS, **ELEANOR RUSSELL** celebrated her 100<sup>th</sup> birthday on June 22, 2017; and

WHEREAS, in 1917, **ELEANOR RUSSELL** was born in Chipley, FL, the only child of Reverend Frederick Schell and Louise Schell; and

WHEREAS, **ELEANOR RUSSELL** attended Wheaton College in Wheaton, IL, for three years, before leaving in 1938; and

WHEREAS, **ELEANOR RUSSELL** married Frederick Campbell Russell in 1940, and, after briefly residing in Philadelphia, PA, moved to the Detroit area, settling into Grosse Pointe Woods in 1956; and

WHEREAS, **ELEANOR RUSSELL**, and her late husband, Frederick, raised two children, Cathy Maertzluft, of Troy, MI, a retired teacher and librarian, and Don Russell, of Downieville, CA, the editor of The Mountain Messenger; and

WHEREAS, **ELEANOR RUSSELL** selflessly provided around the clock care for her husband, while he battled Amyotrophic lateral sclerosis (Lou Gherig's disease), until he succumbed to the disease in July of 1965, just two months before what would have been the celebration of their 25<sup>th</sup> wedding anniversary; and

WHEREAS, **ELEANOR RUSSELL** has many hobbies and interests, including traveling throughout Russia and other parts of Europe, being active in the Philanthropic Educational Organization and the Financial Femmes Investment Club, oil painting, and a love of gardening that resulted in her being honored twice with a Grosse Pointe Woods Beautification Award; and

WHEREAS, **ELEANOR RUSSELL** is described by her family and neighbors as very kind, independent, "full of spunk", well-known in the neighborhood, and always befriending new neighbors.

NOW, THEREFORE, I, **ROBERT E. NOVITKE**, Mayor of the City of Grosse Pointe Woods, Michigan, on behalf of the City Council, and residents of Grosse Pointe Woods, extend best wishes to **ELEANOR RUSSELL** on her 100<sup>th</sup> Birthday.

\_\_\_\_\_  
Mayor Robert E. Novitke  
June 22, 2017







# CITY OF GROSSE POINTE WOODS

Office of the City Treasurer/Comptroller

## Memorandum

RECEIVED

MAY 22 2017

CITY OF GROSSE POINTE WOODS

**DATE:** June 5, 2017

**TO:** Mayor and City Council

**FROM:** Cathrene Behrens, Treasurer/Comptroller *CB*

**SUBJECT:** Resolution to Commit Fund Balance for Repairs and Equipment Purchases  
Resolution to Commit Fund Balance for Local Street Fund

The Governmental Accounting Standards Board (GASB 54) requires City Council action to "commit" or carry forward any budgeted expenses that are paid in the next fiscal year. There are repair projects that have not been completed and the repair of the Maintenance Building Roof at Lake Front Park that will not be received until after fiscal year ending June 30, 2017.

The 2016-2017 budget includes expenses for the following:

Municipal Improvement Fund	
Marter/Morningside/Vernier Federal Aid Project (MDOT)	\$13,158.22
Lake Front Park Maintenance Roof Repair	\$10,000.00
Road Construction Fund	
AEW Engineering Fees	\$50,436.91
Major Road Fund	
Concrete Maintenance	\$22,317.92
Joint Sealing District #8	\$4,715.44
Local Street Fund	
Concrete Maintenance	\$22,317.92
Joint Sealing District #8	\$9,574.09
Water/Sewer Fund	
Concrete Maintenance	\$36,157.34
Concrete Engineering Fees	\$435.53

I respectfully request City Council to commit Fund Balance in the following funds: \$23,158.22 in the Municipal Improvement Fund, \$50,436.91 in the Road Construction Fund, \$27,033.36 in the Major Road Fund, \$31,892.01 in the Local Street Fund, and \$36,592.87 in the Water/Sewer Fund for year ending June 30, 2017.

The Local Street Fund must also be "committed" prior to year end because the majority of the revenue comes from the General Fund, not Act 51 State Funding. This action places a constraint on the Local Street Fund Balance so it will be used for improvement of Local Streets.

I respectfully request City Council to adopt a resolution committing 100% of the Local Street Fund Balance at year end June 30, 2017.





## City of Grosse Pointe Woods Water Bill Penalty Waiver Policy

12B

### **SUBJECT: WATER BILL PENALTY WAIVER**

#### **I. OBJECTIVE:**

- A. To provide a mechanism for City Administrative staff to waive the ten percent (10%) penalty for delinquent water bills under special circumstances.

#### **II. SCOPE**

- A. The policy applies to all users of the City's municipal water supply system including but not limited to residential, commercial and industrial.

#### **III. POLICY:**

- A. The customer's water bill account is free of penalty for a minimum of 18 prior consecutive billing cycles.
- B. The customer must have a valid reason that would allow a reasonable person to comprehend the circumstances of how the payment was delayed, including, but not limited to:
  - 1. Mail delivery problem; receiving the bill / sending the payment
  - 2. Medical problem / incapacitation
  - 3. Absence from the City
  - 4. Change of address
  - 5. Credit card fraud / Bank fraud
  - 6. Unforeseen emergency
- C. The penalty is the only portion of the bill that may be excused.
- D. The amount waived shall not exceed \$250.00.
- E. A water customer will not receive a penalty waiver more than once every five years, on a rolling year basis.
- F. The Comptroller has the final authority to approve a penalty waiver in accordance with this policy. In their absence, the City Administrator may approve a waiver.

#### **IV. RESPONSIBILITY:**

The City Comptroller is responsible for the administration of this policy.

---

Cathrene Behrens  
City Comptroller

\*Approved at the June \_\_\_\_\_, 2017 Council Meeting



**THE CITY OF GROSSE POINTE WOODS  
CITY COUNCIL RESOLUTION  
ADOPTING A POLICY FOR CONSIDERING  
A WATER BILL PENALTY WAIVER**

A regular meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan (the "City"), was held on \_\_\_\_\_, 2017 at 7:30 o'clock p.m., Eastern Standard Time.

PRESENT: Members

ABSENT: None

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, the City of Grosse Pointe Woods has recently amended Chapter 44 Utilities by adding Sec. 44-144 to allow City Administration to waive the ten percent (10%) penalty for delinquent water bills based on special circumstances; and

**WHEREAS**, the City Council has previously reviewed, debated and finalized the proposed policy for considering a water bill penalty waiver; and

**WHEREAS**, the ordinance allows a policy to be adopted by City Council Resolution as may be amended from time to time.

**NOW THEREFORE** based on a motion made at a regularly scheduled council meeting on \_\_\_\_\_, 2017, **IT IS HEREBY RESOLVED** that the policy for considering a water bill penalty waiver as attached to this Resolution is adopted effective the date of this Resolution.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Lisa Kay Hathaway, City Clerk

**CERTIFICATION**

I, Lisa K. Hathaway Clerk of the City of Grosse Pointe Woods, do hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council on \_\_\_\_\_, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and will be, or have been, made available as required by said Act.

\_\_\_\_\_  
Lisa Kay Hathaway, City Clerk

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

MAY - 5 2017

CITY OF GROSSE POINTE WOODS

DON R. BERSCHBACK  
OF COUNSEL

April 25, 2017

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

RE. Water Bill Penalty Waiver Resolution

Dear Honorable Mayor and Council:

The ordinance regarding the 10% water bill penalty will be before you for a second reading. A question was raised at the April 24<sup>th</sup> meeting regarding the appropriate timing of adopting a City Council Resolution in accordance with that ordinance. I believe that any Resolution should be adopted after the effective date of the ordinance. Accordingly, the City Council Resolution will be in front of you on the first regularly scheduled Council meeting that falls after the effective date of the new ordinance. Thank you.

Very truly yours,

  
CHIP BERSCHBACK

CTB:gmr

cc: Bruce Smith  
Lisa Hathaway  
Cathy Behrens  
Betty Meli



COMMITTEE-OF-THE-WHOLE EXCERPT  
05/01/17

Discussion ensued along with review of the **proposed 2017/18 budget**. The Chair addressed the revised budget sheets presented as a result of changes made at the prior meeting. Now placed back into the budget was City Hall tuck pointing, City Hall painting, and the Absent Voter Office upgrades. The Treasurer/Comptroller stated that funds would not have to be taken out of fund balance, and that funds are available in the municipal improvement fund, which has a balance in the amount of \$150,000.00. She stated these are projects that administration felt were important enough to be completed. Following discussion, there was a consensus of the Committee to complete City Hall tuck pointing and City Hall painting; and, to eliminate the Absent Voter Office upgrades from the budget. There was a consensus of the Committee to request the Director of Public Services to look at the condition of Absent Voter Office and report back.

The Treasurer/Comptroller provided an overview of the supplement budget sheets dated April 28, 2017. Discussion ensued regarding a need for an additional \$35,000.00 for the Activities Building roof that was not previously on the list of projects for bonding. Following discussion, there was a consensus of the Committee to add \$35,000.00 to the bond for the Activities Building roof, increasing the bond amount to \$2,215,140.00. The Treasurer/Comptroller stated \$55,000.00 for painting and \$7,000.00 for tuck pointing will be drawn from the municipal improvement budget line.

The Chair requested a summary of budget statistics, and the Treasurer/Comptroller provided the following:

- General Fund Budget - \$12,862,994.00;
- Total Budget \$40,322,878 (including the \$20,000.00 to be taken out for eliminating the absent voter office);
- Total Transfers \$1,202,660.00;
- SEV Taxable \$659,449,995.00;
- 1 mil \$659,449.00;
- 2.25% increase in taxable value.



The first item on tonight's agenda was regarding **bonding** for the purpose of necessary municipal improvements. The Mayor discussed costs and stated the Committee needed to determine a list of necessary projects that could be included in a bond, rather than taking money out of the fund balance. The list presented with the agenda did not include a new 911 system at a cost of \$130,000.00, nor two (2) leaf machines at a cost of \$150,000.00. Mr. Bendzinski stated the 911 system and two multi-purpose vehicles used for leaves, grass cutting, and snow could be included in bonding at a lesser cost than financing. There was a consensus of the Committee to include a new 911 system in the bond. The City Administrator stated that the new 911 system, it has the capability to be expanded to Next Generation 911 in the future. Mr. McGow stated that the bond would be paid over twenty years with the exception of the 911 System, which must be paid in five years. Discussion ensued regarding longevity of existing equipment including the street sweeper. The Director of Public Services recommended purchasing two leaf machines to save on staff time, and because the machines have multi-use capabilities.

Discussion then ensued regarding the rest of the projects on the list. A question arose regarding \$880,000.00 for repaving the public works yard, and the Director recommended doing the entire yard at one time. Mr. McGow stated by issuing bonds in more than one series, projects could be spread out over time.

Mr. Bendzinski stated for total bonding in the amount of \$3,569,000.00 including \$100,000 in bonding fees, the annual payments would be \$270,000.00 at 4% for twenty years. The Treasurer/Comptroller stated the unencumbered fund balance is at \$4.6 million. Once eliminating the roof and HVAC for City Hall from the proposed FY 2017/18 budget, funds needed from the fund balance would be \$300,000.00 for each year.

Mr. McGow stated when going out for a bond, it is more efficient to include capital improvements in the bond as opposed to separately financing the projects, and that legally the City is only able to bond if the projects are capital improvements, and not operational or maintenance projects. He questioned mortar work and remodeling/painting projects on the list, and stated the City is allowed to finance items for no longer than the useful life. He questioned tuck pointing, repainting city hall, and absent voter office projects.

The Mayor queried the Committee regarding which of the listed projects should be included in bonding. There was a majority consensus of the Committee to include the two (2) leaf vehicles at \$350,000.00, 911 system at \$130,000.00, bonding costs at \$100,000.00, City Hall Roof/HVAC at \$715,000.00, and the bathhouse boiler at \$60,000.00. The Treasurer/Comptroller was asked to back these items out of the proposed FY 2017/18 budget.

Discussion continued regarding bonding with and without vote of the people. McGow stated capital improvement bonds can be issued without a vote of the people, and timing is a factor at this point to go for a vote of the people. Ballot wording of proposals qualified to appear on the ballot must be certified to the Clerk by May 16, 2017, for the August 8<sup>th</sup> Primary Election, and by August 15<sup>th</sup> for the November 7<sup>th</sup> General Election. The process without a vote of the people, generally, would be that Council would need to adopt a Notice of Intent Resolution and publish



it in the paper offering the people (10%) 45 days to file a referendum. He stated bonds may be staggered and issued in one or more series with a timetable of roughly 180 days. He further stated that the City's bond rating will not change regardless of whether it goes to a vote, and that every million dollars bonded will require repayment of about \$75,000.00 per year.

The Chair recessed the Committee-of-the-Whole Meeting at 7:28 p.m., and reconvened at 8:30 p.m. Council Member McConaghy was now in attendance.

The Chair recapped the earlier meeting; that there was a majority consensus of the Committee to move forward with bonding the 911 system at \$130,000.00; two (2) leaf vehicles at \$175,000.00 each or \$350,000.00 total, and bonding fees at approximately \$100,000.00 including Mr. Bendzinski and Mr. McGow, City Hall roof/HVAC at \$715,000.00, and bath house boiler at \$60,000.00 totaling approximately \$1.4 million.

The Chair focused on identifying a list of projects that would be included in bonding, and to determine whether to obtain a vote of the people. These decisions will impact the proposed budget. Further discussion and review of the list ensued. Each of the remaining projects were reviewed and although some projects were not included in bonding, such as the municipal complex tuck pointing at \$7,000.00, repainting of City Hall at \$55,000.00, asphalt rear public works yard at \$880,000.00, and boardwalk path lighting, administration was asked to give these projects additional attention because something needs to be done with each of these projects. Following further discussion, the Committee determined that all roof projects would be included as well as all parking lot projects. There was a consensus to use crushed stone rather than asphalt in the rear public works yard. There was a consensus of the Committee to bond for up to \$2.2 million. Administration was asked to look at the budget to see if additional items can be trimmed. Administration was asked to provide additional cost savings, and alternative funding that would support a \$175,000.00 per year payment for the bonds.

The Chair summarized the majority consensus of the Committee was to bond the following projects at a total cost estimated at \$2,180,140.00:

1. 911 System - \$130,000.00;
2. Two (2) leaf vehicles at \$175,000.00 each - \$350,000.00;
3. Bonding fees - \$100,000.00;
4. City Hall Roof/HVAC - \$715,000.00;
5. Police Garage Roof - \$22,000.00;
6. Public Works Administration Building Roof - \$20,000.00;
7. City Hall Parking Lots - \$280,000.00;
8. Public Works Parking Lot - \$88,000.00;
9. Ghesquiere Park Jackson Lot - \$48,000.00;
10. Ghesquiere Park Bramcaster Lot - \$36,000.00;
11. Lake Front Park Bath House Roof - \$331,140.00;
12. Lake Front Park Bath House Boiler - \$60,000.00.





## CITY OF GROSSE POINTE WOODS MEMORANDUM

**Date:** June 5, 2017

**To:** Mayor and City Council

**Re:** Capital Improvement Bond Resolution

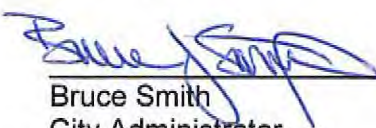
RECEIVED  
MAY 25 2017  
CITY OF GROSSE POINTE WOODS

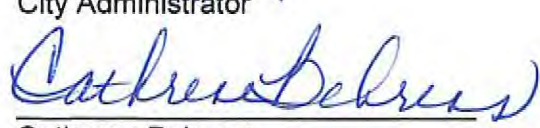
Please find attached a copy of a "Notice of Intent" resolution drafted by Bond Attorney Patrick McGow, Miller Canfield, for the Capital Improvement Bond issuance discussed during the Committee of the Whole meeting held on April 24, 2017 and May 1, 2017. The proposed project list has been attached for your information as a consensus was achieved at the Committee of the Whole meeting to fund these projects. Mr. McGow has crafted the Notice of Intent Resolution to incorporate these projects for the public disclosure.

Pending City Council's approval of the Notice of Intent Resolution, notice would be published by the City Clerk of the City's intent to issue limited tax capital improvement bonds not to exceed \$2.5 million for a maximum of 20 years. Upon notice of publication, therein begins a 45-day window in which the public has the right to file a referendum to delay the bonding and have it placed on the November ballot for voter approval. Should no referendum be filed, the City can then move forward with the bonding process as outlined in the attached document entitled "Procedure Outline to Issue Capital Improvement Bonds".

A copy of the minutes from the Committee of the Whole meeting of April 24, 2017 and May 1, 2017 have been attached for your review.

Thank you.

  
Bruce Smith  
City Administrator

  
Cathrene Behrens  
Treasurer/Comptroller

\_\_\_\_\_  
City Council Approval



Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

PATRICK F. MCGOW  
TEL (313) 496-7684  
FAX (313) 496-8450  
E-MAIL [mcgow@millercanfield.com](mailto:mcgow@millercanfield.com)

Miller, Canfield, Paddock and Stone, P.L.C.  
150 West Jefferson, Suite 2500  
Detroit, Michigan 48226  
TEL (313) 963-6420  
FAX (313) 496-7500  
[www.millercanfield.com](http://www.millercanfield.com)

MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Kalamazoo • Lansing • Troy

FLORIDA: Tampa

ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati

CANADA: Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wroclaw

Cathrene Behrens  
Treasurer/Comptroller  
City of Grosse Pointe Woods  
20025 Mack Avenue  
Grosse Pointe Woods MI 48236-2397

Re: City of Grosse Pointe Woods Capital Improvement Bonds

Dear Cathy:

As we discussed, I have enclosed a Notice of Intent Resolution for consideration for approval by the City Council at its meeting on June 5th. This Resolution authorizes the publication of a Notice of Intent relating to a proposed bond issue to be issued for the purpose of paying all or part of the cost to acquire, construct, furnish and equip City Hall improvements, including a new roof and HVAC equipment; roof improvements to Lake Front Park bath house, Department of Public Works administration building and police garage; City parking lot improvements at municipal buildings and parks; public safety 911 system equipment; Lake Front Park bath house boiler replacement; and Department of Public Works equipment; together with all related appurtenances and attachments (the "Project").

The enclosed Notice of Intent Resolution indicates the City's intent to issue its limited tax full faith and credit Capital Improvement Bonds in an amount not to exceed \$2,500,000 to pay all or part of the cost of the Project. The Notice of Intent Resolution authorizes the City Clerk to publish a notice of intent to issue Bonds in the *Grosse Pointe News* indicating the City's intent to issue Bonds for the project in an amount not to exceed \$2,500,000. The Resolution does not obligate the City to issue Bonds up to the full amount. The City can downsize the Bond issue prior to the sale of the Bonds.

The Notice provides that the City will pledge its limited tax full faith and credit as security for the Bonds. The proceeds of the Bonds may be used to pay for the construction of the Project as well as reimburse the City for the engineering, design and other preliminary costs related to the Project. The Bonds will also be used to pay issuance costs related to the Bonds. The Bonds are secured by the City's limited tax full faith and credit pledge.

The Revised Municipal Finance Act requires the City to notify the electors of the City of its intent to issue the Bonds by publishing a notice which gives the voters a referendum right on the issuance of the Bonds. The Bonds can be issued without a vote of the City electors unless a

RECEIVED  
May 30, 2017 MAY 31 2017  
CITY OF GROSSE POINTE WOODS



MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Ms. Cathrene Behrens

-2-

May 30, 2017

petition is filed with the City Clerk within 45 days of publication of the notice signed by at least 10% of the registered electors of the City. The form of Notice of Intent is included in the Resolution on page 3. **The Notice of Intent must be published as a display advertisement at least one-quarter (1/4) page in size in a newspaper of general circulation in the City.**

Paragraph 4 of the Resolution contains language required by the Internal Revenue Code which authorizes the City to reimburse itself from Bond proceeds for certain costs relating to the project incurred prior to issuance of the Bonds. The language of the Resolution is taken from the IRS regulations and, not surprisingly, it therefore reads as tax jargon. This is intended to provide you with flexibility relating to the use of the Bond proceeds in the event the City incurs hard construction costs before the Bonds are actually issued.

If the Notice of Intent Resolution is approved by Council and the Notice of Intent is published shortly thereafter, the 45 day referendum period will expire in late July. After the referendum period expires, in order to issue and sell the Bonds, the City Council would need to adopt a resolution to authorize the issuance of the Bonds and that resolution would determine the size of the Bond issue and the scope of the Project to be financed.

We would appreciate receiving three (3) certified copies of the Resolution upon its adoption as well as three (3) Affidavits of Publication from the newspaper in which the Notice of Intent is published. **Please remind the newspaper that the Notice must be a quarter page ad.**

If you have any questions, please do not hesitate to contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: 

Patrick F. McGow

Enclosure

Bruce Smith, City Administrator  
Lisa Hathaway, City Clerk  
Robert J. Bendzinski  
Dorothy J. Heebner, Esq.



# CITY OF GROSSE POINTE WOODS

## CAPITAL IMPROVEMENT BOND PROJECT LIST

Project	Reason	Cost Estimate	Useful life
City Hall Roof/Mechanical	Engineering report shows asphalt shingles are long past life expectancy, roof leaking in multiple locations. Air Handling mechanical for HVAC last replaced in the 1960s. Parts unavailable. Rusted out cooling coils. See AEW Project Report.	\$715,000	20 years
911 System Replacement	E-911 System replacement	\$130,000	7-10 years
Police Garage Roof	Shingles are falling off; roof long past life expectancy.	\$22,000	20 years
DPW Administration Bldg Roof	Flat roof deteriorating – ongoing leaks – replaced in 2003 – 14 years old.	\$20,000	20 years
City Hall Parking Lots	Severely deteriorated asphalt parking lot – needs resurfacing for resident and employee safety – numerous cracks and potholes.	\$280,000	20 years
DPW Parking Lot	Severely deteriorated asphalt parking lot – needs resurfacing for resident and employee safety – numerous cracks and potholes.	\$88,000	20 years
Ghesquiere Park Jackson Lot	Severely deteriorated asphalt parking lot – needs resurfacing for resident and employee safety – numerous cracks and potholes.	\$48,000	20 years
Ghesquiere Park Bramcaster Lot	Severely deteriorated asphalt parking lot – needs resurfacing for resident and employee safety – numerous cracks and potholes.	\$36,000	20 years
Bath House Roof Lake Front Park	Needs replacement. Roof has ventilation and insulation issues. Plywood sheets are curling up causing the roof to leak and insulation has deteriorated. Replace three 1975 air handling units – units are obsolete and parts are no longer available.	\$331,140	20 years
Activities Building Roof Replacement	Needs Replacement – Budgeted during 2016-17 FY but funds were not expended to attempt better pricing by “bundling” roofing projects.	\$35,000	20 years
Bath House Boiler	The boiler provides hot water for showers. Is original from 1975. Parts are not readily available. It is long past its useful life and has become unreliable. Many complaints when no hot water is available. Has required numerous repairs.	\$60,000	20 years
Municipal Tractor (2)	Solid Waste Fund Expense	\$350,000	15 years
Bond Costs		\$100,000	
Total		2,215,140.00	

**NOTICE OF INTENT RESOLUTION  
CAPITAL IMPROVEMENT BONDS**

---

**CITY OF GROSSE POINTE WOODS**  
County of Wayne, State of Michigan

---

Minutes of a regular meeting of the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, held on the 5th day of June, 2017, at 7:30 o'clock p.m. prevailing Eastern Time.

PRESENT: Members \_\_\_\_\_

ABSENT: Members \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

WHEREAS, the City of Grosse Pointe Woods, County of Wayne, State of Michigan (the "City"), intends to authorize the issuance and sale of one or more series of general obligation limited tax bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended ("Act 34"), to pay all or part of the cost to acquire, construct, furnish and equip City Hall improvements, including a new roof and HVAC equipment; roof improvements to Lake Front Park bath house, Department of Public Works administration building and police garage; City parking lot improvements at municipal buildings and parks; public safety 911 system equipment; Lake Front Park bath house boiler replacement; and Department of Public Works equipment; together with all related appurtenances and attachments (the "Project"); and

WHEREAS, the total amount of bonds to be issued to finance the acquisition and construction of the Project shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000); and

WHEREAS, a notice of intent to issue bonds must be published before the issuance of the aforesaid bonds in order to comply with the requirements of Section 517 of Act 34; and

WHEREAS, the City intends at this time to state its intention to be reimbursed from proceeds of the Bonds for any expenditures undertaken by the City for the Project prior to issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:



1. The City Clerk is hereby authorized and directed to publish a notice of intent to issue the Bonds in the *Grosse Pointe News*, a newspaper of general circulation in the City.

2. The notice of intent shall be published as a **display advertisement not less than one-quarter (1/4) page in size** in substantially the form attached to this Resolution as Exhibit A.

3. The City Council does hereby determine that the foregoing form of Notice of Intent to Issue Bonds, and the manner of publication directed, is adequate notice to the taxpayers and electors of the City, and is the method best calculated to give them notice of the City's intent to issue the Bonds, the purpose of the Bonds, the security for the Bonds, and the right of referendum of the electors with respect thereto, and that the provision of forty-five (45) days within which to file a referendum petition is adequate to insure that the City's electors may exercise their legal rights of referendum, and the newspaper named for publication is hereby determined to reach the largest number of persons to whom the notice is directed.

4. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

(a) The City reasonably expects to reimburse itself with proceeds of the Bonds for certain costs of the Project which were paid or will be paid from funds of the City subsequent to sixty (60) days prior to today.

(b) The maximum principal amount of debt expected to be issued for the Project, including issuance costs, is \$2,500,000.

(c) A reimbursement allocation of the capital expenditures described above with the proceeds of the Bonds will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the Bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

AYES: Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Members \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Lisa Hathaway  
City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Grosse Pointe Woods, County of Wayne, State of Michigan, at a regular meeting held on June 5, 2017, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Open Meetings Act.

\_\_\_\_\_  
Lisa Hathaway  
City Clerk



## **EXHIBIT A**

### **NOTICE TO ELECTORS OF THE CITY OF GROSSE POINTE WOODS OF INTENT TO ISSUE BONDS SECURED BY THE TAXING POWER OF THE CITY AND OF RIGHT OF REFERENDUM THEREON**

PLEASE TAKE NOTICE that the City Council of the City of Grosse Pointe Woods, County of Wayne, intends to authorize the issuance and sale of general obligation capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended, in one or more series in a total principal amount of not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), for the purpose of pay all or part of the cost to acquire, construct, furnish and equip City Hall improvements, including a new roof and HVAC equipment; roof improvements to Lake Front Park bath house, Department of Public Works administration building and police garage; City parking lot improvements at municipal buildings and parks; public safety 911 system equipment; Lake Front Park bath house boiler replacement; and Department of Public Works equipment; together with all related appurtenances and attachments.

#### **BOND DETAILS**

The bonds will mature in annual installments not to exceed twenty (20) in number, with interest rates to be determined at a public or negotiated sale but in no event to exceed the maximum permitted by law on the unpaid balance from time to time remaining outstanding on said bonds.

#### **SOURCE OF PAYMENT OF BONDS**

THE PRINCIPAL OF AND INTEREST ON SAID BONDS shall be payable from the general funds of the City lawfully available for such purposes including property taxes levied within applicable constitutional, statutory and charter tax rate limitations.

#### **RIGHT OF REFERENDUM**

THE BONDS WILL BE ISSUED WITHOUT A VOTE OF THE ELECTORS UNLESS A PETITION REQUESTING SUCH A VOTE SIGNED BY NOT LESS THAN 10% OF THE REGISTERED ELECTORS OF THE CITY IS FILED WITH THE CITY CLERK WITHIN FORTY-FIVE (45) DAYS AFTER PUBLICATION OF THIS NOTICE. IF SUCH PETITION IS FILED, THE BONDS MAY NOT BE ISSUED WITHOUT AN APPROVING VOTE OF A MAJORITY OF THE QUALIFIED ELECTORS OF THE CITY VOTING THEREON.

THIS NOTICE is given pursuant to the requirements of Section 517, Act 34, Public Acts of Michigan, 2001, as amended.

Lisa Hathaway  
Clerk, City of Grosse Pointe Woods

28919886.2\036806-00021



## **PROCEDURE OUTLINE TO ISSUE CAPITAL IMPROVEMENT BONDS**

1. City files Qualifying Statement. Act 34, Public Acts of Michigan, 2001, as amended, requires each municipality (which includes the City) to file with the Department of Treasury its audit report annually within 6 months from end of its fiscal year along with a qualifying statement. A municipality may not issue a municipal security (which includes the bonds of the City) unless it has received qualified status from Treasury. Once filed, the Department of Treasury may take up to thirty (30) business days to review the Qualifying Statement.

2. Structure of Bond Issue Determined. A financial advisor is hired to determine the size and structure of the bond issue. The role of the financial advisor is to structure the transaction to assure that the most favorable bids are received from potential purchasers at the most affordable rate of interest. The size and structure of the financing may differ depending on such factors as whether the City has any money set aside for the project, how long of a construction period is anticipated, how quickly the City wants to repay the debt. In addition, the financial advisor will give advice on whether selling bonds at a competitive or negotiated sale will produce the most favorable rates and costs to the City. We would participate in the structuring of the bond issue to verify that the proposed structure complies with all applicable laws.

3. City Council Adopts Notice of Intent Resolution. The City Council adopts a resolution which authorizes the publication of a notice of intent of the City to issue its limited tax capital improvement bonds. The notice would be published by the City Clerk and it includes the maximum principal amount of bonds that may be issued, the maximum duration of the bonds, the maximum interest rate that the bonds may bear, a description of the project, and describes the right of referendum. The bonds may be issued without a vote of the City electors, unless a petition was filed by at least 10% of the registered voters of the City requesting a referendum election. As your bond counsel, we would prepare the notice of intent resolution.

4. Right of Referendum Period Expires. Any petition to be filed pursuant to the right of referendum must be filed within 45-days of the publication of the notice of intent.

5. Adopt Bond Authorizing Resolution. Once the referendum period has expired, the City Council will adopt a bond authorizing resolution that sets forth the terms of the bond issue and the manner in which the bonds will be sold (i.e., competitive or negotiated sale). As your bond counsel, we would prepare the bond authorizing resolution.

6. Set Sale of Bonds/Publish Notice of Sale. If the bonds are to be sold by competitive sale, we would select a date in consultation with your financial advisor at which time the City would receive bids on the bonds. The City is required to publish a notice of sale in a financial newspaper (typically the Bond Buyer) at least seven (7) days prior to the date set for the sale of the bonds. We would arrange for the publication of the notice of sale in the financial paper.

7. Prepare Official Statement. An official statement must be prepared for all bond issues of \$1,000,000 or more to comply with federal securities laws. The purpose of the official



statement is to set forth all the information that is necessary for a potential investor to make an informed investment decision. Your financial advisor will prepare the official statement with the assistance of City officials. As bond counsel, we will also participate in the preparation and review of the official statement.

8. Obtain Ratings on Bonds. The State of Michigan requires all bond issues of \$5,000,000 or more to be rated by a nationally recognized rating agency. Generally, the market requires ratings on all bond issues of \$1,000,000 or more. The purpose of the rating is to assess for the bondholders the ability of the City to repay the bonds.

9. Conduct Sale of Bonds. If the bonds are sold at competitive sale, the sale would be conducted at the office of your financial advisor in order to assure an easy bidding process. In some cases, we take bids at both the municipal offices and the financial advisor's office. I would be present at the sale to assist with the receipt of bids and the award. For a negotiated sale, we would assist on the designated pricing day as the underwriter priced the bond and participate in calls between the underwriter, financial advisor and City relating to the sale and pricing as needed.

10. Award Bonds. Following a competitive sale of the bonds, the City Council would meet to adopt an awarding resolution which awards the bonds to the bidder whose bid produces the lowest interest cost to the City over the entire term of the bonds, or in the alternative, we would have an authorized municipal official who has been delegated the authority to award to bonds execute an awarding order. For a negotiated sale of the bonds, the City would be presented with a bond purchase agreement with the buyer of the bonds shortly after the pricing of the bonds. We would review any bond purchase agreements and would prepare the awarding resolution for the Council's consideration, or the awarding/sales order for the municipal official's signature.

11. Closing; Delivery of Bonds. Once the interest rates on the bonds have been determined either by negotiated or competitive sale, the bonds can be delivered and proceeds are typically received approximately three weeks following the sale date. We would prepare all necessary closing documents required to issue and deliver the bonds. We would also deliver our legal opinion to the City and the purchaser indicating that the bonds are legally valid and describing the security and tax status of the bonds.

12. File Information with Department of Treasury and Internal Revenue Service. Once the bonds have been delivered, the City is required to file certain information with the Michigan Department of Treasury and the Internal Revenue Service. We will prepare the necessary documentation and file the information with the Michigan Department of Treasury and the Internal Revenue Service.

13. Secondary Market Disclosure. For certain bond issues of \$1,000,000 or more, Rule 15c2-12 of the Securities Exchange Act of 1934 requires that all participating underwriters (i.e. purchasers of the bonds) prior to purchasing or selling bonds shall have reasonably determined that the issuer of the bonds (i.e. the City) has undertaken in a written agreement to provide annual updates of certain financial information included in the official statement relating to the bonds and

certain other information. We will prepare the undertaking on your behalf and provide a letter at closing setting forth the City's responsibilities.

28922665.1\036806-00019

Miller, Canfield, Paddock and Stone, P.L.C.



13A

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK  
OF COUNSEL

May 24, 2017

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

RECEIVED  
MAY 24, 2017  
CITY OF GROSSE PTE. WOODS

RE. Proposed Ordinance to add DWLS Second Offense and No Insurance as  
Municipal Offenses

Dear Honorable Mayor and Council:

In 2012, we adopted as a Municipal Ordinance the new state law regarding high BAC level. This way, our officers could issue tickets and they could be prosecuted in the municipal court rather than getting the Wayne County Prosecutor's office involved. The Detective Bureau has made an appropriate request to treat DWLS Second Offense and No Insurance (a misdemeanor) in the same manner. I have enclosed a proposed ordinance for the Council's review. I would request that this be placed on a Council agenda for a first reading. Thank you.

Very truly yours,



CHIP BERSCHBACK

CTB:nmg

Enclosures

cc: Bruce Smith  
Lisa K. Hathaway  
John Kosanke  
Detective Ryan M. Schroerlucke

**ORDINANCE #\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 42, TRAFFIC AND VEHICLES,  
ARTICLE III, STATE VEHICLE CODE,  
BY ADDING SEC. 42-111 AND SEC. 42.112,  
TO ALLOW FOR MUNICIPAL ENFORCEMENT OF CERTAIN STATE LAWS  
AS SPECIFICALLY AUTHORIZED BY STATE STATUTE,  
SPECIFICALLY DRIVING WITHOUT INSURANCE AND  
DRIVING WHILE LICENSE SUSPENDED 2<sup>nd</sup> AND  
SUBSEQUENT OFFENSES.**

**THE CITY OF GROSSE POINTE WOODS ORDAINS:**

**Sec. 42--111. Operating vehicle if license, registration certificate, or designation suspended, revoked, or denied. – 2<sup>nd</sup> or subsequent offense notice.**

The City of Grosse Pointe Woods hereby adopts by reference MCL 257.904(3)(b) of the Michigan Motor Vehicle Code prohibiting the operating of a vehicle for a violation that occurs after a prior conviction.

- 1) A person whose operator's or chauffeur's license or registration certificate has been suspended or revoked, whose application for license has been denied, or who has never applied for a license, shall not operate a motor vehicle upon a highway or other place open to the general public or generally accessible to motor vehicles, including an area designated for the parking of motor vehicles, within the City of Grosse Pointe Woods.
- 2) A person shall not knowingly permit a motor vehicle owned by the person to be operated upon a highway or other place open to the general public or generally accessible to motor vehicles, including an area designated for the parking for vehicles, within the City of Grosse Pointe Woods by a person whose license or registration certificate is suspended or revoked, whose application for license has been denied, or who has never applied for a license, except as permitted under this act.
- 3) Except otherwise provided in this section, a person who violates subsection (1) or (2) is guilty of a misdemeanor punishable as follows:

(b) For a violation that occurs after a prior conviction, by imprisonment for not more than 1 year or a fine of not more than \$1,000.00, or both. Unless the vehicle was stolen, the registration plates of the vehicle shall be cancelled by the Secretary of State upon notification by a peace officer.

**Sec. 42-112. Insurance Code – Operation of a vehicle without security.**

The City of Grosse Pointe Woods hereby adopts by reference operation of a vehicle without security. No person shall operate or permit the operation of a motor vehicle within the City of Grosse Pointe Woods without valid insurance upon the motor vehicle as required by



Chapter 500, Act 218 of 1956, as amended being sections 500.3101 to 500.3179 of the Michigan Compiled Laws. Violation of this section is a misdemeanor punishable by one or more of the following:

1. A fine not less than \$200 nor more than \$500.
2. Imprisonment for not more than 1 year.

First reading:

Second reading:

Published GPN:

Adopted:

Effective:

**ORDINANCE #\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 42, TRAFFIC AND VEHICLES,  
ARTICLE III, STATE VEHICLE CODE,  
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SPECIFICALLY DRIVING WITHOUT INSURANCE AND  
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- 2) A person shall not knowingly permit a motor vehicle owned by the person to be operated upon a highway or other place open to the general public or generally accessible to motor vehicles, including an area designated for the parking for vehicles, within the City of Grosse Pointe Woods by a person whose license or registration certificate is suspended or revoked, whose application for license has been denied, or who has never applied for a license, except as permitted under this act.
- 3) Except otherwise provided in this section, a person who violates subsection (1) or (2) is guilty of a misdemeanor punishable as follows:
  - (b) For a violation that occurs after a prior conviction, by imprisonment for not more than 1 year or a fine of not more than \$1,000.00, or both. Unless the vehicle was stolen, the registration plates of the vehicle shall be cancelled by the Secretary of State upon notification by a peace officer.

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1. A fine not less than \$200 nor more than \$500.
2. Imprisonment for not more than 1 year.

First reading:

Second reading:

Published GPN:

Adopted:

Effective:

**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

MAY 08 2017

14A

CITY OF GROSSE POINTE WOODS

FEDERAL I.D. 38-1996878

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

Attention: City Manager

May 01, 2017

Client: 000896

Matter: 000000

Invoice #: 112073

---

REGARDING: GENERAL MATTERS

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

**TOTAL \$60.85**



**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

May 01, 2017  
Client: 000896  
Matter: 000000  
Invoice #: 112073

Attention: City Manager

Page: 1

RE: GENERAL MATTERS

---

For Professional Services Rendered through April 30, 2017

DATE	ATTY	DESCRIPTION	HOURS
4/21/2017	RWF	Telephone call to Ms. Behrens regarding pending employee FMLA matter.	0.25
Total Services			\$41.25

ATTORNEY	HOURS	RATE	AMOUNT
RWF R. W. FANNING, JR.	0.25	\$165.00	\$41.25

DISBURSEMENTS		
4/4/2017	Document Reproduction	\$19.60
Total Disbursements		\$19.60

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: City Manager

May 01, 2017

Client: 000896

Matter: 000000

Invoice #: 112073

Page: 2



RE: GENERAL MATTERS

---

**Total Amount Due**

**\$60.85**



		<b>Location</b> 23000 Jefferson Saint Clair Shores	<b>Date</b> 5/15/2017	<b>Invoice No.</b> 527148
City Of Grosse Pointe Woods 1200 Parkway Grosse Pointe Woods, MI 48236		 <b>Servpro of Grosse Pointe</b> Servpro of Hazel Park 18149 E. 8 Mile Eastpointe, MI 48021 <i>Independently Owned and Operated</i> <b>Phone #</b> (313) 882-5499		

RECALL DATE	REP	SOURCE
5/15/2017		

claim - 183117

Nonrestoration cleaning on commercial properties.  
 Sales Tax

5,645.16  
 0.00

**RECEIVED**

**MAY 19 2017**

CITY OF GROSSE PTE. WOODS

✓ [Signature] 5/22/17

The customer acknowledges that permanently discolored, faded and/or bleached areas on carpet, upholstery, drapery or other types of material sometimes make it impossible to restore the original color or condition. Spot Removal is not guaranteed. PLEASE SEE THE ADDITIONAL TERMS AND CONDITIONS OF SERVICE ON THE REVERSE SIDE.

**TOTAL**

**\$5,645.16**

I have read the Terms and Conditions of Service on the reverse side hereof and agree to same.

(X) \_\_\_\_\_  
 Authorized Signature

I hereby acknowledge the satisfactory completion of the above-described work.

(X) \_\_\_\_\_  
 Customer Signature ☐ No One Home

**TERMS OF PAYMENT:** Unless otherwise specified on this invoice, payment is due in full upon completion of service. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whichever is lesser, on accounts over 30 days past due.

Thank you for using Servpro of Grosse Pointe



HCC SERVICE COMPANY, INC. CHECK IS VOID WITHOUT MICROPRINT ON CHECK BORDER, A TRUE WATERMARK ON BACK, AND THERMOCHROMIC INK

SW



TOKIO MARINE  
HCC

U.S. SPECIALTY INSURANCE CO  
Claims Disbursement Account  
1700 OPDYKE COURT  
AUBURN HILLS, MI 48326

WELLS FARGO BANK, NA

Check No 0000124590

56-382/412

File No: 183117; DOL: 2017-03-09  
Insured: GROSSE POINTE WOODS CITY OF-WAYNE  
Payment For: ACV Fire Damage to Bldg

Date 5/3/2017

Void After 180 Days

Amount

\*\*\*\$26,451.72

PAY

\*\*\*\*TWENTY-SIX THOUSAND FOUR HUNDRED FIFTY-ONE AND 72/100 DOLLARS\*\*\*\*

TO GROSSE POINTE WOODS, CITY OF  
THE 20025 MACK  
ORDER GROSSE POINTE WOODS, MI 48236  
OF



Rub Here

Authorized Signature

⑈0000124590⑈ ⑆041203824⑆

9671451137⑈

Hand



14C

RECEIVED  
MAY 31 2017  
CITY OF GROSSE POINTE WOODS

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

(588) 777-0400  
FAX (588) 777-0430  
E-MAIL donberschback@yahoo.com

OF COUNSEL  
CHARLES T. BERSCHBACK

May 31, 2017

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

**RE: May 2017 Billing/DRB**

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
5.1.17	Review and attendance at CC meeting (.75); Comp and Eval (.50)	1.25
5.2.17	Work on outside litigation cases (.75)	0.75
5.3.17	TC on court case (.25); FOIA (.25)	0.50
5.4.17	Municipal Court and follow up (1.50)	1.50
5.16.17	Review of claims made and follow up investigation (.50)	0.50
5.22.17	TC with LKH on OMA (.25); outside litigation work (1.00); review of court files and follow up for Municipal Court (1.00);	2.25
5.23.17	TC and letter correspondence on outside litigation case, follow up with attorneys (1.00)	1.00
5.24.17	Building official work (.25); citizens complaint (.50)	0.75
5.25.17	Municipal Court and follow up (2.50); C of A work (.25); warrant review (.25); beginning review of COW material (1.00)	4.00
5.30.17	Miscellaneous TCs, emails and letter correspondence (1.00); CC and COW work (1.00)	2.00

**DRB = 14.50 hours x \$160.00**  
**BALANCE DUE: \$ 2,320.00**

<u>Breakdown</u>	General	11.50 hours
	Municipal Court	2.75 hours
	Planning Commission	.25 hours

TC - Telephone	LKH - Lisa K. Hathaway	GT - Gene Tutag
CTB - Charles T. Berschback	CC - City Council	CB - Cathrene Behrens
DRB - Don R. Berschback	PC - Planning Commission	CEW-Conference of Eastern Wayne
BS - Bruce Smith	C&E - Comp and Eval	LFP - Lakefront Park
GPCRDA - Grosse Pointe Clinton Refuse Disposal Authority		MTT - Michigan Tax Tribunal

**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  
MAY 31 2017  
CITY OF GROSSE POINTE WOODS  
DON R. BERSCHBACK  
COUNSEL

May 26, 2016

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

RE: May Billing/ CTB Only

<u>DATE</u>	<u>DESCRIPTION OF SERVICES</u>	<u>TIME</u>
4.27.17	Work on Mobilite DAS application and contract; emails on various issues (.50)	0.50
5.1.17	TCs police officers, dep of Officer Kapour re: accident case (1.50); work on prior agenda items (1.00); Municipal Court calls (.50)	3.00
5.2.17	Review of AT&T cell tower agreement (.25); call on warrants, initial review of Milk River easement, TC FS (.25); work on insurance issues, review of Parks & Rec application draft (.50)	1.00
5.3.17	Calls on RL; Secura appeal and facilitation (.25)	0.25
5.3.17	Work on baseball insurance issues, Milk River easements, bike stations, review of water rate resolution, tree contract (.75); RL calls (.25)	1.00
5.4.17	Municipal Court docket and evidentiary hearing, review of warrants (4.75); work on insurance issues, lot split, calls on RL, review of facilitation brief, call on Secura Brief (.50)	5.25
5.5.17	Municipal Court matters (.25); Milk River file review and all calls (1.25); meeting with Nicole B on forms (.25)	1.75
5.6.17	Work on Milk River, meeting with FS, review of COW package including Plante Moran contract (.50)	0.50
5.8.17	Work and calls on COW agenda items (1.50); calls on Municipal Court cases (.25); attendance at COW (1.50)	3.25
5.9.17	Prep for RL facilitation (2.00); follow up on COW agenda items, TCs (.50); Municipal Court TCs (.25); calls on bike station and prep of agreement (.25)	3.00



5.10.17	RL facilitation (6.00)	6.00
5.11.17	Work on Milk River Easement Agreement, work on bike station; review of insurance certificates (1.00); follow up on Rumph, call from opposing counsel, email to Andary re. Franges lien, etc. (.50)	1.50
5.12.17	Calls, letters on Municipal Court case (.25); work on Milk River Easement Agreement (.25); TT, Kroger case (.25)	0.75
5.15.17	TC on Municipal Court matters (.25); review of agenda packets (.25); calls on and work on agenda items, BN, DPW, LH, (.50); attendance at COW and Council meeting (2.50)	3.50
5.16.17	Follow up on various agenda items; TCs, emails (.25); work on lot split; TC LH re. codification process, work on Milk River Easement agreement (1.00)	1.25
5.17.17	Municipal Court, review of docket and arrest warrant request (1.00); TCs on Milk River, TC ED on Lot Split (.25); work on misc. contract reviews (York, Plante Moran, Miller) (1.25)	2.50
5.18.17	Municipal Court a.m. docket (3.50); follow up calls on trial date (.25)	3.75
5.19.17	Finalized Arbor Pro contract, call on York contract; review of new complaint (Kapusinski slip/fall), calls with both counsel (1.00); Municipal Court, Olson file review (.25); review of pending ordinance files, work on Codification (.50);	1.75
5.22.17	Municipal Court, warrant authorization calls (.50); TT work on Flagstar (.25); review and calls on Olson Municipal Court file (.50); TC GT, draft of indemnification agreement for outdoor patio application (.25)	1.50
5.23.17	TC new DV victim; TCs on Olson DV (.50); follow up on Rumph settlement and appeal dismissal (.25); final review of York documents (.25), TC LH, review of insurance issue (.25)	1.25
5.24.17	Miscellaneous work and phone calls regarding Wall Signs, review of insurance certificates, emails with appointed officials, calls on Municipal Court matters and Olson matter, York contract (.50)	0.50

CTB = 43.75 hours at \$145.00 per hour

\$ 6,343.75

**TOTAL DUE:**

**\$ 6,343.75**

TC - Telephone  
BS - Bruce Smith  
RL - Rumph litigation  
PC - Planning Commission

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	30.25 hours
Municipal Court	13.00 hours
Building/Planning Commission	0.00 hours
Tax Tribunal	.50 hours