

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, July 17, 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. Eagle Scout – Noah Wykes

7. MINUTES A. City Council 07/10/17
 B. Election Commission 07/12/17, w/recommendation:
 1. Rates of pay
 - a. Certificate of Election Inspectors
 C. Citizens Recreation Commission 05/09/17

8. PUBLIC HEARING A. Variance: Generator Installation – Michael Karwowski, 879 Lochmoor Blvd
 1. Letter 06/28/17 – M. Karwowski
 2. Letter 06/28/17 – C. Cueter, 897 Lochmoor
 3. Site Plan Drawing
 4. Photos (4)
 5. Memo 07/07/17 – Building Official
 6. Photos (3)
 7. Generator Application 06/22/17
 8. Electrical Registration
 9. Electrical Permits (2)
 10. Site Drawing
 11. Photos (3)
 12. Manufacturers Specifications
 13. Site rendering
 14. Photos (4)
 15. Memo 06/29/17 – Director of Public Services
 16. Affidavit of Property Owners Notified
 17. Aerial Views (2)

9. COMMUNICATIONS A. Maintenance Garage Fire – Claim #183117
 1. Memo 06/14/17 – Director of Public Services
 2. Sworn Statement – Final Proof-of-Loss
 B. Letter of Support – Claire’s CareLand Committee
 1. City Council Excerpt 07/10/17
 2. Draft Letter

- C. Sanitary Sewer Leads – Emergency Repairs
 - 1. Memo 07/13/17 – City Administrator
 - 2. Memo 07/13/17 - Director of Public Services
 - 3. Email 07/12/17 – City Engineer
- D. Budget Amendment – Community Events
 - 1. Memo 07/11/17 – Treasurer/Comptroller
- E. Monthly Financial Report – June 2017
- 10. BIDS/PROPOSALS/
CONTRACTS
 - A. Appointed Officials Employment Agreements
 - 1. City Administrator
 - 2. City Attorney
 - 3. Treasurer/Comptroller
 - 4. City Clerk
 - B. Purchase: BS&A Software
 - 1. Memo 07/12/17 – Treasurer/Comptroller
 - 2. Cost Summary 06/29/17 – BS&A
- 11. PROCLAMATION
 - A. Noah Wykes – Eagle Scout
- 12. NEW BUSINESS/PUBLIC COMMENT
- 13. ADJOURNMENT

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

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

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

<p>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</p>
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MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE
POINTE WOODS HELD ON MONDAY, JULY 10, 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 Chair Granger.

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

Also Present: City Administrator Smith
City Attorney Chip Berschback
City Clerk Hathaway
Director of Public Services Schulte
Court Administrator Tobin

Motion by Shetler, seconded by Koester, to excuse Mayor Novitke and Council Member Bryant from tonight's meeting.

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

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

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

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

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

1. City Council Minutes dated June 19, 2017.

Motion carried by the following vote:

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

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

1. Committee-of-the-Whole minutes dated June 19, 2017.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Shetler, to receive the following minutes:

1. Historical Commission 05/11/17;
2. Beautification Commission 05/10/17.

Motion carried by the following vote:

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

Council Member Ketels provided an overview regarding additional funds needed to pay for goods sold at the **2017 flower sale**.

Motion by Ketels, seconded by Shetler, regarding amendment: flower sale purchases, that the City Council approve an additional \$202.00 payable to Lexington for flower sale

purchases, for a amount payable to Lexington in a total amount not to exceed \$18,202.00, funds to be taken from Account No. 205-870-820.200.

Motion carried by the following vote:

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

The City Administrator provided an overview regarding annual **open purchase orders**.

Motion by McConaghy, seconded by Koester, regarding open purchase orders, that the City Council approve the issuance of open purchase orders to vendors with expenses expected to be greater than \$5,000.00 as identified in the Treasurer/Comptroller's list of Purchase Orders Over \$5,000.00 FY 17/18.

Motion carried by the following vote:

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

Motion by Shetler, seconded by McConaghy, regarding **purchase: four (4) software applications**, that the City Council approve the following purchases from DMC Technology Inc at a total cost not to exceed \$13,575.00, funds to be taken from Account No. 101-136-818.000:

- | | |
|---|--------------|
| 1. Bond/Trust/Restitution Check Writing | \$ 8,300.00; |
| 2. Mail Log | 4,000.00; |
| 3. Marriage License/Certificate | 475.00; |
| 4. ROA Search & Print Proposal | 800.00. |

Motion carried by the following vote:

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

The City Administrator provided an overview regarding an **Independent Contractor Renewal in the Building Department.**

Motion by McConaghy, seconded by Koester, regarding agreement/budget amendment: Independent Contractor Renewal (Building), that the City Council approve the Independent Contractor Agreement with Dennis McCuen effective June 30, 2017, to provide Building Department inspection services not to exceed 1,350 hours, authorize the City Administrator to sign said Agreement, and to approve a budget amendment in the amount of \$40,500.00 from Account No. 101-000-395.000 into Account No. 101-180-818.000.

Motion carried by the following vote:

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

The Court Administrator provided an overview regarding the **Municipal Court Recording Clerk contract.**

Motion by Shetler, seconded by McConaghy, regarding contract: Municipal Court Recording Clerk, that the City Council approve Michelle Stabile's Independent Contractor Agreement to perform Municipal Court Recording Clerk job duties from July 1, 2017, through June 30, 2018, in an amount not to exceed \$7,000.00, funds to be taken from Account No. 101-136-818.000; and, to authorize the City Administrator to sign said Agreement.

Motion carried by the following vote:

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

The City Administrator provided an overview regarding the **DAAA Annual Implementation Plan.**

Motion by McConaghy, seconded by Shetler, regarding 2018 Detroit Area Agency on Aging (DAAA) Annual Implementation Plan, that the City Council approve the Detroit

Area Agency on Aging (DAAA) 2018 Annual Implementation Plan as submitted and authorize the City Administrator to sign the approval form.

Motion carried by the following vote:

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

The City Administrator provided an overview regarding **SMART Municipal/Community Credits Contract**.

Motion by Koester, seconded by Shetler, regarding SMART Municipal/Community Credits Contract for FY 2018, that the City Council authorize the Mayor to sign the Municipal and Community Credit Contract for FY 2018 with Suburban Mobility Authority for Regional Transportation (SMART) authorizing the City to receive \$15,884.00 in Municipal Credits and \$22,492.00 in Community Credits, for a total of \$38,376.00.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Shetler, regarding **Certified Resolution Authorizing the Application for Special License for Rescheduled Music on the Lawn**, that the City Council authorize the City Clerk to submit the Special License Application to the MLCC to permit the sale of beer and wine at the rescheduled August 11, 2017, Music on the Lawn event; to adopt the Certified Resolution recommending issuance of the Special License; to authorize the Mayor and City Clerk to sign the Application; to authorize the Mayor to sign the Bonds, and to authorize payment in an amount not to exceed \$50.00 to the MLCC for the application fee.

Motion carried by the following vote:

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

Motion by Shetler, seconded by Koester, regarding **Claim #183117 – Fire: Maintenance Building**, that the City Council approve payment of the following in an amount not to exceed \$8,720.60, funds to be taken from Account No. 101-774-850.000:

- | | |
|---|-------------|
| 1. Great Lakes ACE - HTKM Kombi pole saw and accessories | \$ 260.10; |
| 2. Gilbert's Pro Hardware - Replacement tools and equipment | \$3,514.50; |
| 3. Sadler Electric – Electrical work and fixtures | \$4,500.00. |

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **Labor Attorney**, that the City Council approve the following statement dated May 1, 2017:

1. Labor Attorney Keller Thoma - \$89.67.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **City Attorneys**, that the City Council approve the following statements dated June 30, 2017:

1. City Attorney Don R. Berschback - \$3,400.00;
2. City Attorney Charles T. Berschback - \$6,597.50.

Motion carried by the following vote:

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

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

- The City Attorney requested adoption of a **Resolution Extending Land Use Moratorium**.

Motion by McConaghy, seconded by Shetler, to receive and place on file the following document:

1. Draft Resolution Extending Land Use Moratorium.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Shetler, regarding Resolution Extending Land Use Moratorium, that the City Council adopt the Resolution Extending Land Use Moratorium for a period of six months.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Shetler, to immediately certify the previous motion.

Motion carried by the following vote:

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

- Council Member Ketels provided an overview regarding a request from **Claire's Careland Committee for a letter of support** from the City to install a playground for special needs children at Parcels School.

Motion by Ketels, seconded by Shetler, that the following document be received and placed on file:

1. Letter dated July 10, 2017 – Claire’s Careland Committee

Motion carried by the following vote:

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

There was a consensus of the Council to postpone this item to the City Council Meeting on July 17, 2017, and directed the City Clerk to prepare a draft letter of support for review by the City Council to be presented with the application to the Ralph Wilson Foundation for funding.

Motion by Koester, seconded by Ketels, that the City Council recess the City Council Meeting at 7:57 p.m. and convene in Closed Executive Session to discuss Pending Litigation at which time this body may or may not reconvene in regular session to address additional items as necessary.

Motion carried by the following roll call vote:

McConaghy: Yes
Novitke: Absent
Shetler: Yes
Bryant: Absent
Granger: Yes
Ketels: Yes
Koester: Yes

The City Council reconvened in regular session at 8:26 p.m.

The City Attorney requested approval to engage the services of **Attorney Laura Hallahan for the Rivers Tax Tribunal litigation.**

Motion by McConaghy, seconded by Shetler, that the City Council approve retaining Attorney Laura Hallahan for the Rivers Tax Tribunal Litigation at a rate of \$150.00 per hour, and to authorize the City Administrator to sign said Agreement.

Motion carried by the following vote:

Yes: Granger, Ketels, Koester, McConaghy, Shetler

No: None

Absent: Bryant, Novitke

Motion by Koester, seconded by Shetler, to adjourn tonight's meeting at 8:28 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk

Victoria A. Granger
Chair



MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY, JULY 12, 2017, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

City Attorney Don Berschback called the meeting to order at 5:00 p.m.

Roll Call: Council Member Todd McConaghy
City Attorney Don Berschback

Absent: Chair/City Clerk Lisa Hathaway

Also Present: Deputy City Clerk Steve Gerhart

The City Attorney stated Clerk Hathaway not be in attendance at today's meeting, and there was a consensus that the City Attorney would Chair today's meeting.

Motion by Berschback, seconded by McConaghy, that Chair/City Clerk Lisa Hathaway be excused from today's meeting.

Motion carried by the following vote:
Yes: Berschback, McConaghy
No: None
Absent: Hathaway

Motion by McConaghy, seconded by Berschback, that all items on the agenda be received, placed on file and taken in order of appearance.

Motion carried by the following vote:
Yes: Berschback, McConaghy
No: None
Absent: Hathaway

Motion by McConaghy, seconded by Berschback, regarding Certification of Election Inspectors and Receiving Boards, that the Election Commission approve the list of Election Inspectors as presented and recommend the City Council approve the rates of pay as presented.

Motion carried by the following vote:
Yes: Berschback, McConaghy
No: None
Absent: Hathaway

The following items were discussed under new business:

- The Deputy Clerk confirmed the Public Accuracy Test is scheduled for August 1, 2017, at 2 p.m.
- The Chair asked whether the least amount of Inspectors possible were being appointed for a single-issue election, and the Deputy Clerk stated yes. He also noted the City will be rolling-out new voting equipment for this election.

Motion by McConaghy, seconded by Berschback, that today's meeting minutes be immediately certified.

Motion carried by the following vote:

Yes: Berschback, McConaghy
No: None
Absent: Hathaway

Motion by Berschback, seconded by McConaghy, that the meeting be adjourned at 5:10 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Don Berschback

RECEIVED

MAY 25 2017

Approved by Commission
6-13-17



CITY OF GROSSE POINTE WOODS

Citizen's Recreation Commission Meeting Minutes

Meeting of the Citizen's Recreation Commission held on May 9, 2017 at Grosse Pointe Woods, Michigan

CALLED TO ORDER: 7:03

PRESENT:

Gib Heim
Barb Janutol
Tom Jerger
Mark Miller
Tony Rennpage
Mike Soviak
Christine Ventimiglia
Amanda York

ABSENT:

Bill Babcock

ALSO PRESENT:

Richard Shetler, Jr., and Nicole Byron

Motion to accept the minutes from February 14, 2017 by Tom Jerger and seconded by Amanda York.

Motion passed by the following vote:

Yes: Heim, Janutol, Jerger, Miller, Rennpage, Soviak, Ventimiglia and York.

No: None

Absent: Babcock

Motion to accept minutes from March 14, 2017 by Christine Ventimiglia and seconded by Mark Miller.

Motion passed by the following vote:

Yes: Heim, Janutol, Jerger, Miller, Rennpage, Soviak, Ventimiglia, and York

No: None

Absent: Babcock

Motion to accept the minutes from April 11, 2017 by Mark Miller and seconded by Barb Janutol

Motion passed by the following vote:

Yes: Heim, Janutol, Jerger, Miller, Rennpage, Soviak, Ventimiglia and York

No: None

Absent: Babcock

SUPERVISOR'S REPORT:

The Easter Egg Hunt was a success. There were approximately 240 participants.

The All Pointes Daddy Daughter Dance had close to 500 participants.

The Corn Hole Tournament is scheduled for this weekend. There are 10 teams registered.

Park passes continue to be processed.

COUNCIL MEETING REPORT:

Mr. Shetler reported the following:

The Trolley became too expensive to maintain. There are no plans currently to alternately provide bus service

The budget is just about completed. It includes allotment for much needed capital improvement.

OLD BUSINESS:

None

NEW BUSINESS:

Re-stripping some tennis courts for "Pickleball" use may be done next year, if there is enough money in the tennis court upkeep budget.

Perch Derby:

July 22, 2017

Per Mark Miller, Bill Babcock will order the hot dogs.

Ms. Byron will order the rest of the food needed for the lunch.

Tom Jerger will again run the "casting contest".

Amanda York will contact Lou's Pet shop.

Amanda York will put together the program.

Gib Heim will work with weigh in.

All members will contact those on their list of donors from last year.

ADJOURNMENT:

Motion was made to adjourn the meeting by Mark Miller and seconded by Tom Jerger.

Yes: Heim, Janutol, Jerger, Miller, Rennpage, Soviak, Ventimiglia and York.

No: None

Absent: Babcock.

Meeting Adjourned at 7:40pm.

Respectfully submitted by: Barb Janutol, Secretary

June 28, 2017

RECEIVED
JUN 28 2017
CITY OF GROSSE PTE. WOODS

8A

To: Grosse Pointe Woods City Council

Re: Variance Request for 879 Lochmoor Blvd. *CODE 8-463*

I am requesting a variance for the placement of a whole house generator for my home. Due to the numerous and frequent power outages and our need to operate a sump pump, it has become critical that we install a reliable source of backup power.

My variance request is for a permit to install a 20KW whole house generator (48"L X 25"W X 29"H) on the west side of our home, per the attached drawing and photos.

The building code requires that the placement of a whole house generator be at least 5' from any opening window or door. Unfortunately, there is no place along the back wall of our home that satisfies this requirement. In fact, the site that we are proposing in the attached variance request is the only place on the entire perimeter of the house that satisfies this requirement. The City inspector, Gene Tutag, came to my house about two months ago and can confirm this statement.

We have recently planted a 4' yew hedge around the area of the proposed generator, which would make the generator invisible from the street.

The outermost edge of the proposed generator would be just over 33' from our nearest (west) property line. There is a 5' privacy fence on the property line. Our adjacent neighbor on this property line, Catherine Cueter, 897 Lochmoor Blvd., has no objection to the proposed site for our generator (please see attached letter).

All of the other requirements regarding the placement of a generator would be satisfied by the proposed site.

If there are any questions that I can answer or further information that I can provide, please let me know.

Respectfully,



Michael C. Karwowski
879 Lochmoor Blvd.
Grosse Pointe Woods, MI 48236
313.882.1862 (Land)
313.300.4972 (Mobile)
mikekarwow@gmail.com

June 28, 2017

To: Grosse Pointe Woods City Council

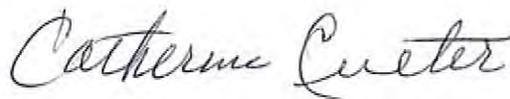
Re: Variance Request for 879 Lochmoor Blvd.

My next door neighbor, Mike Karwowski, has discussed his proposed generator project that would place his whole house generator on the west side of his house, approximately 33' from our shared property line, which is separated by a 5' privacy fence.

I understand that he will need a variance from the City of Grosse Pointe Woods in order to install the generator on the side of his house.

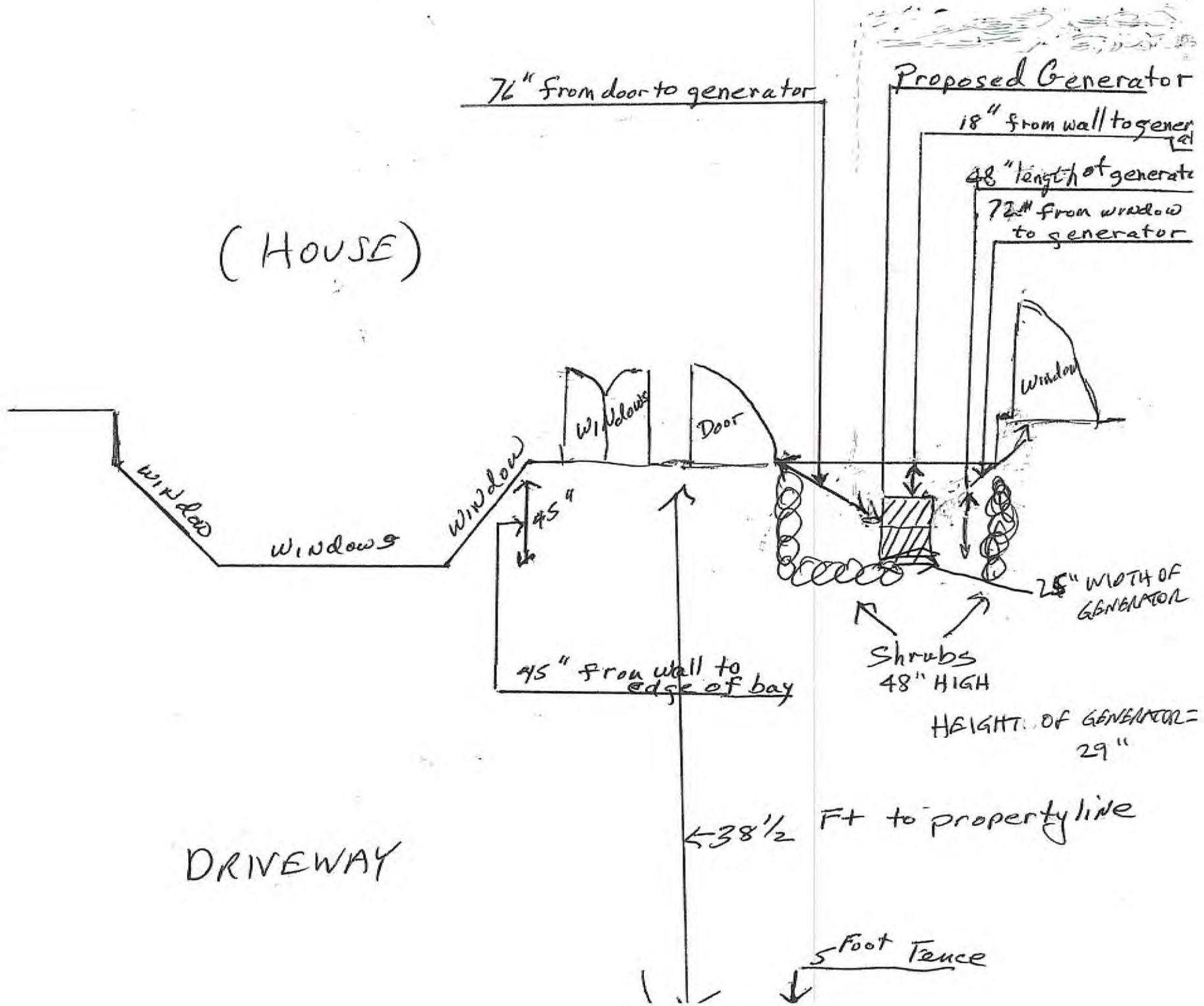
Please be advised that I have **no objection** to the proposed generator placement on the west side of Mike Karwowski's house.

Sincerely,

A handwritten signature in cursive script that reads "Catherine Cueter".

Catherine Cueter
897 Lochmoor Blvd.
Grosse Pointe Woods, MI 48236

879 LOCHMOOR (STREET)



(HOUSE)

Proposed Generator

76" from door to generator

18" from wall to generator

48" length of generator

72" from window to generator

Window

Window

Window

Windows

Door

Window

45" from wall to edge of bay

Shrubs 48" HIGH

25" WIDTH OF GENERATOR

HEIGHT OF GENERATOR = 29"

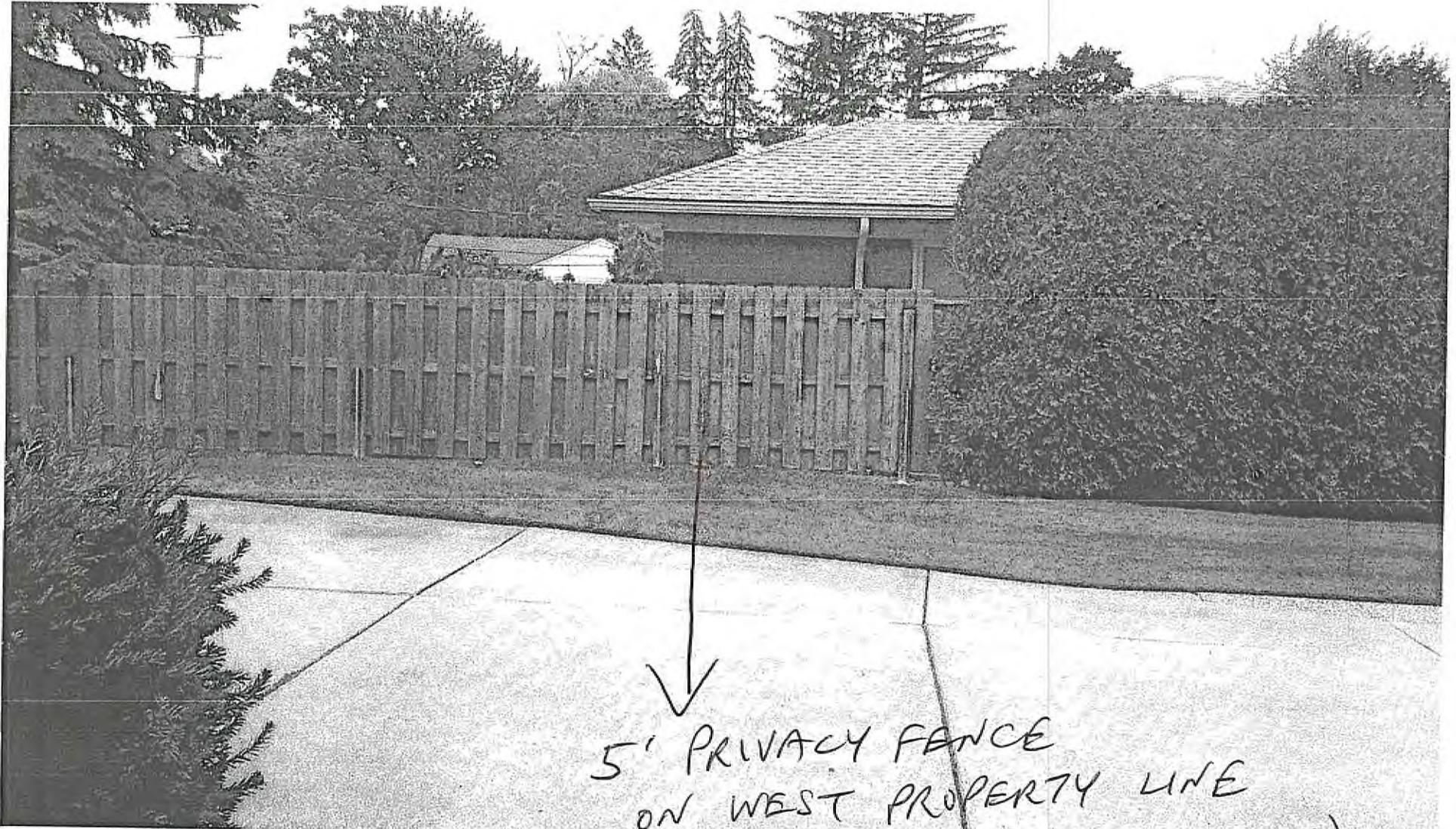
38 1/2 Ft to property line

5 Foot Fence

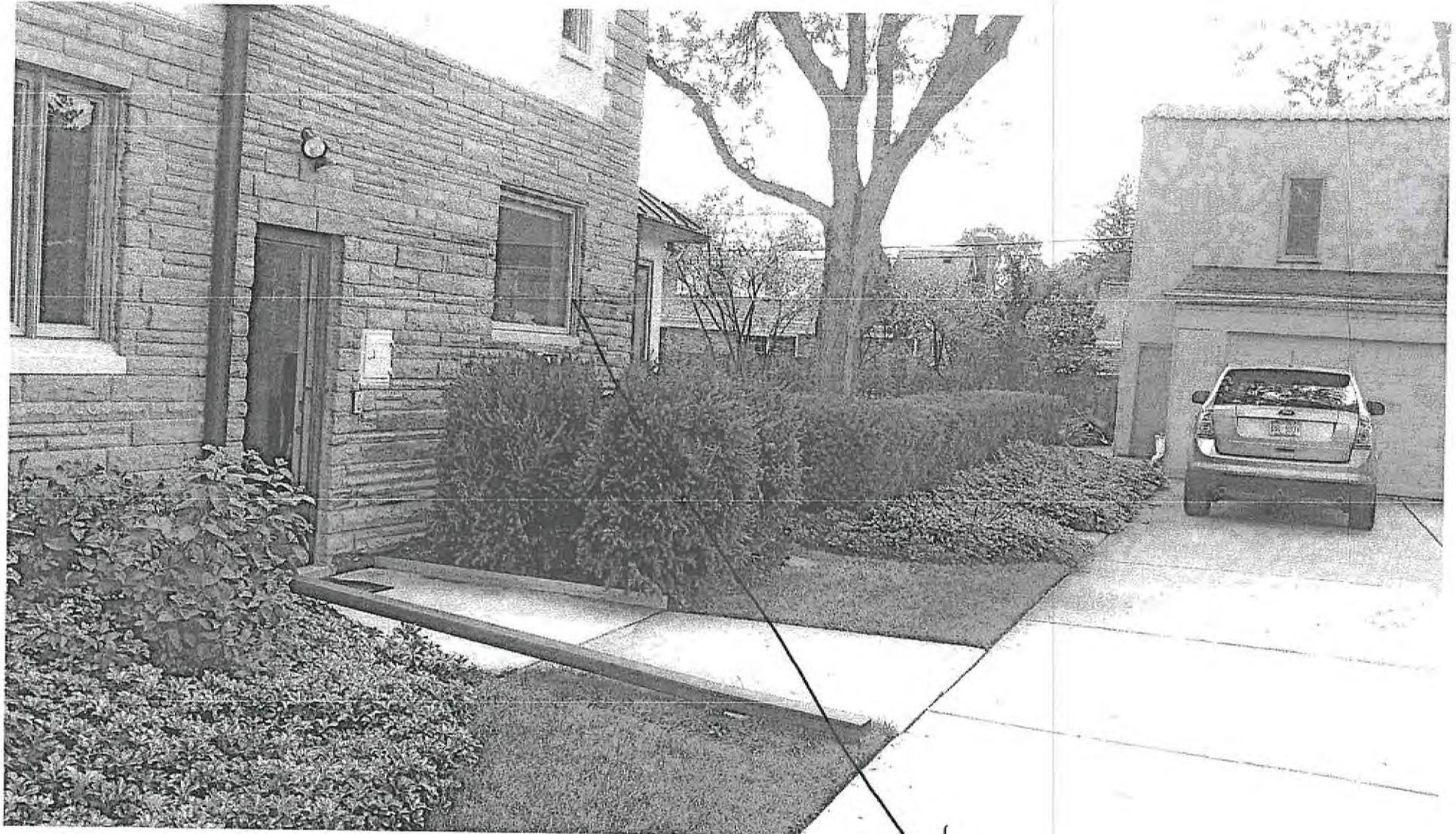
DRIVEWAY



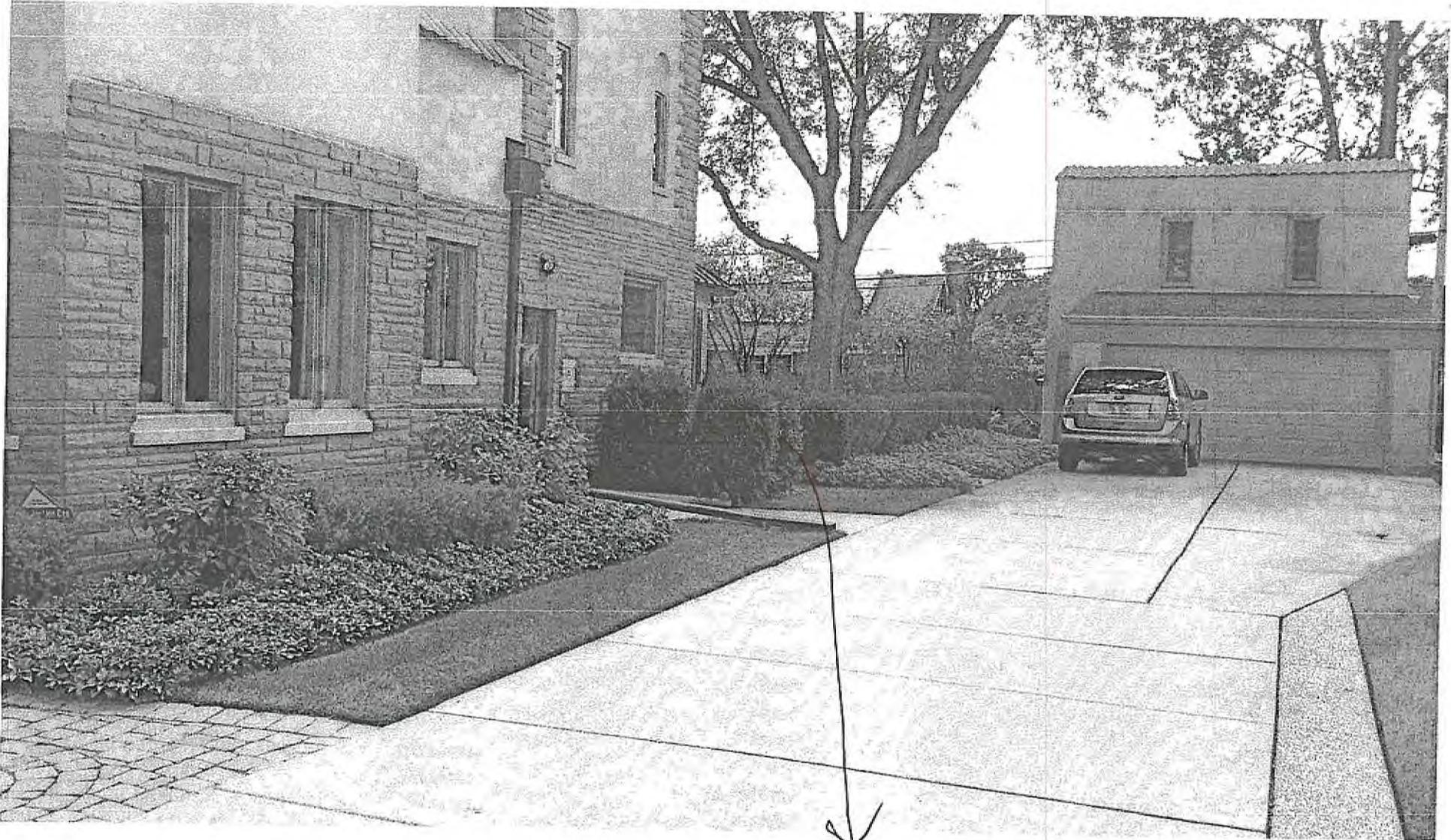
→ PROPOSED LOCATION OF GENERATOR



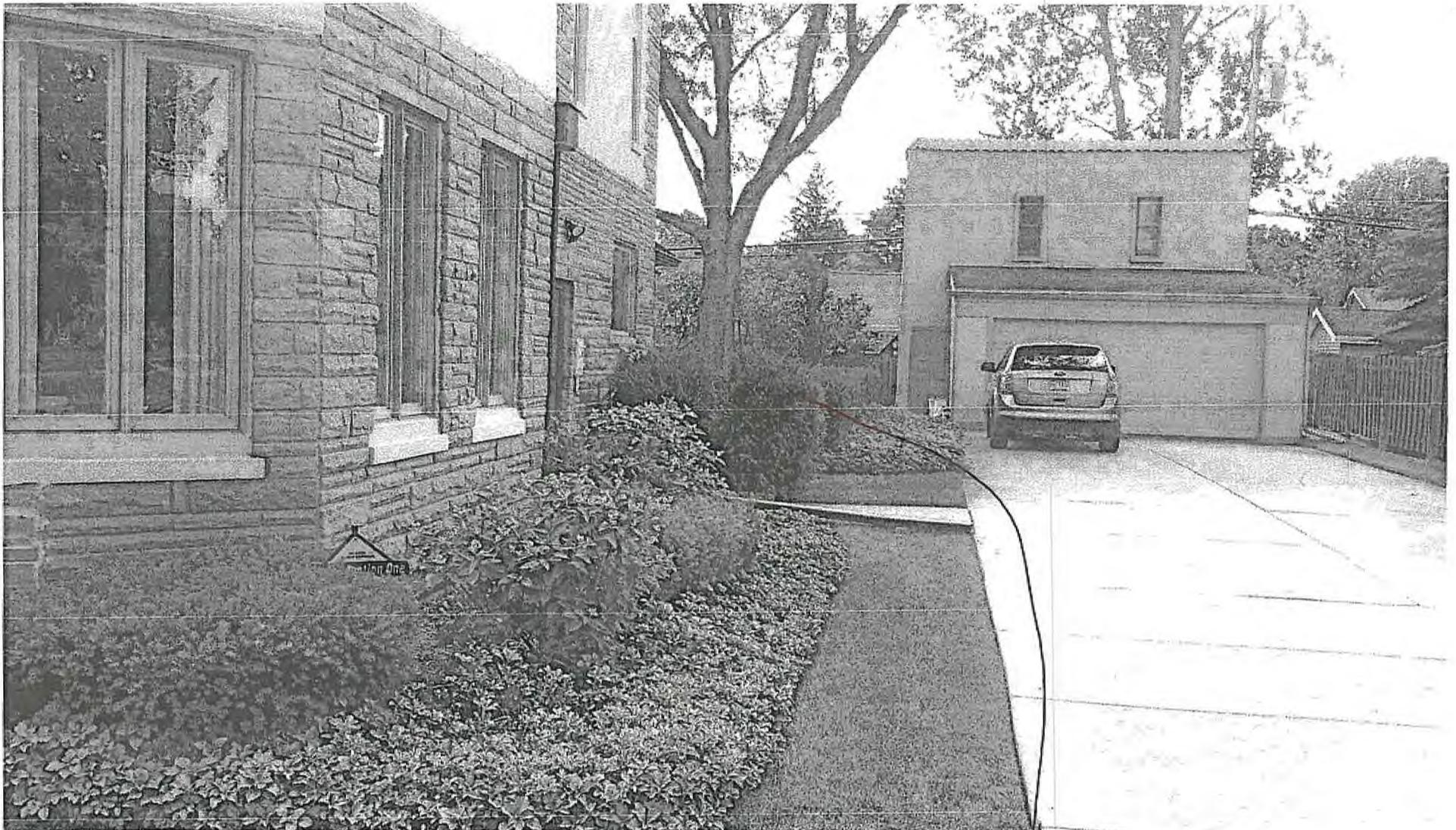
5' PRIVACY FENCE
ON WEST PROPERTY LINE
(ADJACENT TO 897 LOCKSMOOR)



NON-OPENING WINDOW



GENERATOR WOULD NOT
BE VISIBLE.



GENERATOR WOULD NOT
BE VISIBLE

CITY OF GROSSE POINTE WOODS

BUILDING DEPARTMENT

MEMORANDUM

RECEIVED

JUL 10 2017

CITY OF GROSSE PTE. WOODS

TO: Mayor and City Council
FROM: Gene Tutag, Building Official *GT*
DATE: July 7, 2017
SUBJECT: Generator Variance, 879 Lochmoor

Application has made application to install a generator in the west side of 879 Lochmoor. A permit cannot be issued as the proposed generator location is in violation of Section 8-463 of the city code. The code requires that permanent generators be placed behind the residence and not in a side yard. The applicant is proposing to place the generator within the west side yard and it is not behind the residence.

The applicant is appealing the denial and is requesting a variance of Section 8-463 that would allow him to place the generator in the west side yard as indicated on the attached drawing.

The property located at 879 Lochmoor is an interior lot 100 feet wide on the south side of Lochmoor. The applicant states in the attached correspondence that he cannot locate the generator in accordance with the code due to door and window locations in the rear of his home and an existing patio. A suitable location other than the west side yard could not be found.

Upon review of the property, locating the generator in the rear yard behind the residence would be impractical due to the location of existing doors and windows, the running of cabling and gas piping through the existing home, and/or trenching underground through a concrete patio.

The proposed location in the west yard is approximately 33 feet from the west property line, and is separated with an existing 5 foot tall fence. 33 foot side yards are not typical in that neighborhood.

The effected property owner to the west at 897 Lochmoor has submitted a letter (attached) indicating no objection to the generator placement.

The proposed location is already landscaped and will provide screening of the generator.

According to Section 8-470, a variance may be granted by the City Council after considering the following:

1. The practical difficulties faced by the applicant in adhering to the requirements of the article.
2. The nature and extent of any adverse impact upon adjoining properties and the surrounding neighborhood.
3. Whether or not approval based on conditions will appropriately minimize the impact of the request to adjoining property owners.

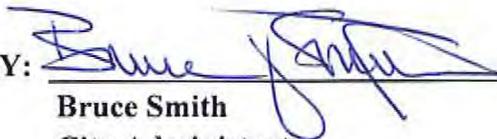
It is recommended that the requested variance be approved to install a Honeywell 20 kw generator in the west side yard of 879 Lochmoor be approved as indicated on the attached drawing based upon the following facts:

1. The adjoining neighbor to the west has submitted a letter indicating that he has no problem with the placement of the generator.
2. Existing shrubs will provide screening for the generator.
3. Windows, a door and an existing patio preclude the applicant from installing the generator in conformance with the code.
4. The proposed location will have no impact on surrounding residences as the proposed generator will be in a side yard that is 33 feet from the adjacent property line not typically found in the neighborhood.
5. The work be started and completed within 6 months.

Attachments

City Ordinance, Sections 8-460 thru 8-470
Letter of Appeal dtd 6-28-17
Neighbor's Letter (879 Lochmoor) dtd 6-28-17
Site Plan
5 Photos from applicant + 3 Photos (Bldg Dept)
Application

APPROVED BY:



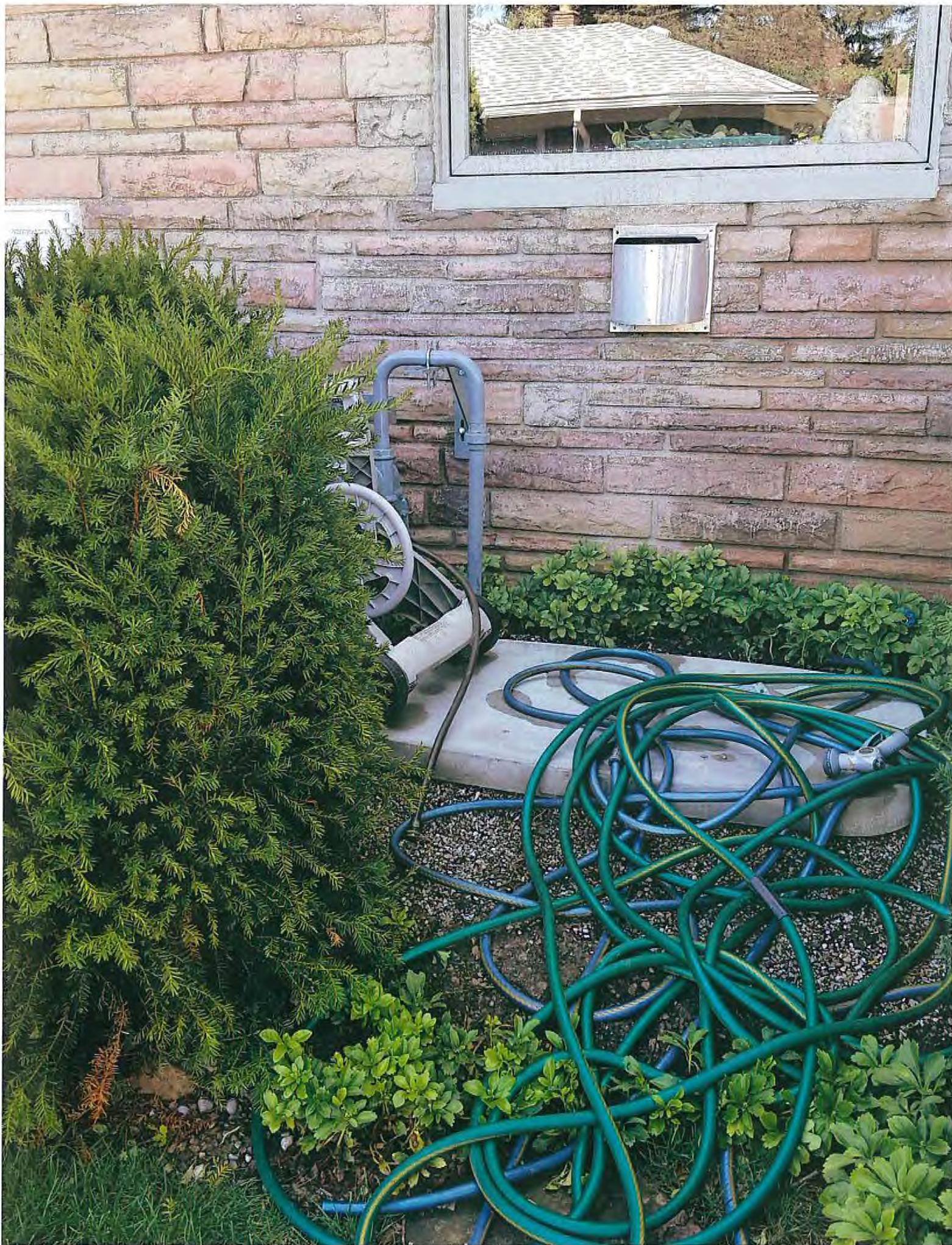
Bruce Smith
City Administrator

DATE:

7/10/2017









CITY OF GROSSE POINTE WOODS
 20025 Mack Plaza Drive
 Grosse Pointe Woods, Michigan 48236-2397
 BUILDING DEPARTMENT

(313) 343-2426
 Fax (313) 343-2439

RECEIVED

GENERATOR APPLICATION

JUN 22 2017

(Electrical & Mechanical Applications required by Licensed Contractors)
 CITY OF GROSSE PTE. WOODS
 BUILDING DEPT

Application is hereby made, under the provisions of the Grosse Pointe Woods Generator Ordinance, Sections 8-460 thru 8-468 for the installation of a generator as follows:

APPLICANT/PROPERTY NAME & ADDRESS:

Apollo Heating / Karwowski 879 Lochmoor

PHONE: 5867770990 e-MAIL: mail@apolloheating.net

The below items must be presented with this application:

ELECTRICAL Application: X
Must be licensed contractor

MECHANICAL Application: X
Must be licensed contractor

SITE PLAN/DRAWING: X
Rear yard installation only. Must be 15' from any property line. Show location of proposed generator with distance from any operable window or door (min 5')

GENERATOR/MODEL SPECS SHEET: X **TRANSFER SWITCH WARNING:** X

MJD
 APPLICANT'S SIGNATURE

6-22-17
 DATE

APPROVED: _____

DATE: 6/27/17 CF

DENIED: SIDEYARD

MUST BE BEHIND THE RESIDENCE
 8-463

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CITY OF GROSSE POINTE WOODS
BUILDING DEPT

Copy of electrical license and driver's license required.

GROSSE POINTE WOODS, MICHIGAN ELECTRICAL REGISTRATION

FEE \$15

This is to certify that the applicant named below, having been licensed as a
REGISTERED ELECTRICAL/JOURNEYMAN/MASTER CONTRACTOR (circle one)

6113521
State License Number

by the State of Michigan, is hereby registered in the City of Grosse Pointe Woods. This license expires December 31, 2018.

NICHOLAS B. PUCHOTA
Print Name

M-PULSE LLC
Print Company name, if any

32609 LINDBERMAN AVE
Address

WARREN 48093
City / Zip

586-306-9674 ELECTRICAL.MPULSE@GMAIL.COM
Telephone e-mail

Michigan Driver's License No.:

Federal I.D. No.: 81-1197173

Insurance - Workman's Comp - Corporate Services - THE HARTFORD

MESC Employer No.

Self Employed with no employees: _____
Sign Here

OFFICE USE:

Date License
Issued:

Date License
Expires:

12/31/ _____

BY: _____



CITY OF GROSSE POINTE WOODS
 20025 Mack Plaza Drive
 Grosse Pointe Woods, Michigan 48236-2397
BUILDING DEPARTMENT
 Phone 313.343.2426/Fax 313.343.5667

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 BUILDING DEPT

MECHANICAL PERMIT

LOCATION: 879 Lochmoor OWNER: Micheal Karwowski PHONE # 313-882-1862
 CONTRACTOR: Apollo Heating & Cooling PHONE # 586-777-0990 CELL # _____
 ADDRESS: 24924 Harper email: mail@apolloheating.net REG # _____ /\$45
 (valid thru duration of state license)
 REMARKS: Generator

DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL	DESCRIPTION	PRICE PER UNIT	NO. OF UNITS	TOTAL
BASE FEE			\$75				
GAS/OIL BURNER				Chiller	80		
Up to 150,000 BTU	\$30			Evaporator Coils	25		
Over 150,000 BTU				Cooling Towers	35		
(Per 10,000 BTU)	6			Compressor/Condenser			
Solid Fuel Equipment	30			15 hp to 50 hp	35		
Flue/Vent Damper	30			Over 50 hp	60		
Metal Chimney Liner	30			TANKS			
Gas Piping Outlets	10	1	10 ⁰⁰	Under 275 Gal.	10		
VENTILATION/EXHAUST SYSTEMS				276 to 500 Gal.	15		
Up to 1500 CFM	10			501 to 2,000 Gal.	20		
1501 to 10,000 CFM	50			2001 to 10,000 Gal.	30		
Over 10,000 CFM	75			10,001 to 50,000 Gal.	50		
Heat Recovery Systems	50			Underground Installation (add'l)	20		
DUCTWORK				Removal of Tanks	25		
1 st 200 L.F.	30			Pre-Fab Fireplace	60		
Each additional 100 L.F.	10			w/gas piping	70		
Humidifiers	20			Radiant Heat	30		
Air Cleaners	20						
Split System Under 5hp	25						
Split System 5 hp and Over	35						
Roof Top Split System Under 5 hp	30			Special Inspection	25		
Roof Top Split System Over 5 hp	40			Underground Inspect.	25		
Heat Pump Under 5 hp/Geo Thermal	20			Hourly Rate	30		
Heat Pump 6 hp-50 hp/Geo Thermal	35			Re-Inspection Fee	50		
AC Under 5 hp	30						
AC 6 hp and up	40			TOTAL PERMIT			

85

Google Maps 879 Lochmoor Blvd



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879 Lochmoor Blvd
 Grosse Pointe Woods, MI 48236



Honeywell

STANDBY GENERATORS

20 kW

AIR-COOLED GENERATOR SETS

Standby Power Rating

Model G007063-0 (Steel - Dark Gray) - 20 kW 60 Hz - US

Model G007064-0 (Steel - Dark Gray) - 20 kW 60 Hz - Canada



INCLUDES

- PrecisionPower™ Electrical Technology
- Two Line LCD Multilingual Digital Controller (English/Spanish/French/Portuguese)
- Electronic Governor
- 200 amp service rated Sync™ Switch
- System and Status & Maintenance Interval LED Indicators
- Flexible Fuel Line Connector
- WhisperCheck™ Exercise

- Direct-To-Dirt Composite Pad
- Sound Attenuated Enclosure
- Natural Gas or LP Gas Operation
- 3 Year Premium Limited Warranty
- Capability to be installed within 18" (457 mm) of a building*



* Only if located away from doors, windows and fresh air intakes, and unless otherwise directed by local codes.

** US version is UL listed only

FEATURES

- **INNOVATIVE ENGINE DESIGN & RIGOROUS TESTING** are at the heart of Honeywell's success in providing the most reliable generators possible. Honeywell generators use Generac's industry leading G-Force engine lineup for added peace of mind and reliability for when you need it the most. The G-Force series engines are purpose built and designed to handle the rigors of the extended run times in high temperatures and extreme operating conditions.
- **TEST CRITERIA**
 - ◆ PROTOTYPE TESTED
 - ◆ SYSTEM TORSIONAL TESTED
 - ◆ NEMA MG1-22 EVALUATION
 - ◆ MOTOR STARTING ABILITY
- **PRECISIONPOWER™ ELECTRICAL TECHNOLOGY** Superior harmonics and sine wave form produce less than 5% Total Harmonic Distortion for utility quality power. This allows confident operation of sensitive electronic equipment and micro-chip based appliances, such as variable speed HVAC.
- **SOLID-STATE, FREQUENCY COMPENSATED VOLTAGE REGULATION** This state-of-the-art power maximizing regulation system is standard on all Honeywell models. It provides optimized FAST RESPONSE to changing load conditions and MAXIMUM MOTOR STARTING CAPABILITY by electronically torque-matching the surge loads to the engine. Digital voltage regulation at +/- 1%.
- **SINGLE SOURCE SERVICE RESPONSE** from our extensive dealer network provides parts and service know-how for the entire unit, from the engine to the smallest electronic component.
- **HONEYWELL TRANSFER SWITCHES** The Honeywell generator line includes its own transfer systems and controls for total system compatibility.

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BUILDING DEPT

20 kW

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BUILDING DEPT

AIR-COOLED GENERATOR SETS

ENGINE

<ul style="list-style-type: none"> WhisperCheck Generac G-Force design 	<p>Greatly reduces sound output and fuel consumption during bi-weekly exercise.</p> <p>Maximizes engine "breathing" for increased fuel efficiency. Plateau honed cylinder walls and plasma moly rings help the engine run cooler, reducing oil consumption resulting in longer engine life.</p>
<ul style="list-style-type: none"> "Spiny-lok" cast iron cylinder walls Electronic ignition/spark advance Full pressure lubrication system 	<p>Rigid construction and added durability provide long engine life.</p> <p>These features combine to assure smooth, quick starting every time.</p> <p>Pressurized lubrication to all vital bearings means better performance, less maintenance and longer engine life. Now featuring up to a 2 year/200 hour oil change interval.</p>
<ul style="list-style-type: none"> Low oil pressure shutdown system High temperature shutdown 	<p>Shutdown protection prevents catastrophic engine damage due to low oil.</p> <p>Prevents damage due to overheating.</p>

GENERATOR

<ul style="list-style-type: none"> Revolving field Skewed stator Displaced phase excitation Automatic voltage regulation UL 2200 listed 	<p>Allows for smaller, light weight unit that operates 25% more efficiently than a revolving armature generator.</p> <p>Produces a smooth output waveform for compatibility with electronic equipment.</p> <p>Maximizes motor starting capability.</p> <p>Regulates the output voltage to $\pm 1\%$ prevents damaging voltage spikes.</p> <p>For your safety.</p>
--	--

TRANSFER SWITCH

<ul style="list-style-type: none"> Fully automatic NEMA 3R Remote mounting 	<p>Transfers your vital electrical loads to the energized source of power.</p> <p>Can be installed inside or outside for maximum flexibility.</p> <p>Mounts near your existing distribution panel for simple, low-cost installation.</p>
---	--

SYNC™ 2.0 CONTROLS

<ul style="list-style-type: none"> Auto/Manual/Off illuminated buttons Two-line LCD multilingual display Sealed, raised buttons Utility voltage sensing Generator voltage sensing Utility interrupt delay 	<p>Selects the operating mode and provides easy, at-a-glance status indication in any condition.</p> <p>Provides homeowners easily visible logs of history, maintenance and events up to 50 occurrences.</p> <p>Smooth, weather-resistant user interface for programming and operations.</p> <p>Constantly monitors utility voltage, setpoints 65% dropout, 80% pick-up, of standard voltage.</p> <p>Constantly monitors generator voltage to ensure the cleanest power delivered to the home.</p> <p>Prevents nuisance start-ups of the engine, adjustable 2-1500 seconds from the factory default setting of 5 seconds by a qualified dealer.</p>
<ul style="list-style-type: none"> Engine warm-up Engine cool-down Programmable exerciser 	<p>Ensures engine is ready to assume the load, setpoint approximately 5 seconds.</p> <p>Allows engine to cool prior to shutdown, setpoint approximately 1 minute.</p> <p>Operates engine to prevent oil seal drying and damage between power outages by running the generator for 12 minutes every other week. Also offers a selectable setting for weekly or monthly operation providing flexibility and lower fuel costs to the owner.</p>
<ul style="list-style-type: none"> Smart battery charger 	<p>Delivers charge to the battery only when needed at varying rates depending on outdoor air temperature.</p> <p>Compatible with lead acid and AGM-style batteries.</p>
<ul style="list-style-type: none"> Electronic governor 	<p>Maintains constant 60 Hz frequency.</p>

UNIT

<ul style="list-style-type: none"> SAE aluminum weather protective enclosure 	<p>Sound attenuated enclosures ensure quiet operation and protection against mother nature and can withstand winds up to 150 mph. Hinged key locking roof panel for security. Lift-out front for easy access to all routine maintenance items. Electrostatically applied textured epoxy paint for added durability.</p>
<ul style="list-style-type: none"> Enclosed critical grade muffler 	<p>Quiet, critical grade muffler is mounted inside the unit to prevent injuries.</p>
<ul style="list-style-type: none"> Small, compact, attractive 	<p>Makes for an easy, eye appealing installation, as close as 18" away from a building.</p>

INSTALLATION SYSTEM

<ul style="list-style-type: none"> 1 ft (305 mm) flexible fuel line connector 	<p>Absorbs any generator vibration when connected to rigid pipe.</p>
<ul style="list-style-type: none"> Direct-to-dirt composite pad 	<p>Complex lattice design prevents settling or sinking of the generator system.</p>
<ul style="list-style-type: none"> Integral sediment trap 	<p>Prevents particles and moisture from entering the fuel regulator and engine, prolonging engine life.</p>

GENERATOR		Model G007063-0, G007064-0
Rated Maximum Continuous Power Capacity (LP)		20,000 Watts*
Rated Maximum Continuous Power Capacity (NG)		18,000 Watts*
Rated Voltage		240
Rated Maximum Continuous Load Current – 240 V (LP/NG)		83.3/75
Total Harmonic Distortion		Less than 5%
Main Line Circuit Breaker		100 Amp
Phase		1
Number of Rotor Poles		2
Rated AC Frequency		60 Hz
Power Factor		1.0
Battery Requirement (not included)		12 Volts, Group 26R 540 CCA Minimum or Group 35AGM 650 CCA Minimum
Unit Weight (lb/kg)		474/215
Dimensions (L x W x H) In/mm		48 x 25 x 29/1218 x 638 x 732
Sound output in dB(A) at 23 ft (7 m) with generator operating at normal load**		66
Sound output in dB(A) at 23 ft (7 m) with generator in WhisperCheck™ low speed exercise mode**		58
Exercise duration		min

ENGINE		GENERAC G-FORCE 1000 SERIES
Type of Engine		2
Number of Cylinders		999 cc
Displacement		Aluminum w/ Cast Iron Sleeve
Cylinder Block		Overhead Valve
Valve Arrangement		Solid-state w/ Magneto
Ignition System		Electronic
Governor System		9.5:1
Compression Ratio		12 Vdc
Starter		Approx. 1.9 qt/1.8 L
Oil Capacity Including Filter		3,600
Operating rpm		
Fuel Consumption		
Natural Gas	ft ³ /hr (m ³ /hr)	
	1/2 Load	204 (5.78)
	Full Load	301 (8.52)
Liquid Propane	ft ³ /hr (gal/hr) [l/hr]	
	1/2 Load	86.4 (2.37) [8.99]
	Full Load	129.6 (3.56) [13.48]

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Note: Fuel pipe must be sized for full load. Required fuel pressure to generator fuel inlet - 3.5-7" water column (7-13 mm mercury) for natural gas, 10-12" water column (19-22 mm mercury) for LP gas. For BTU content, multiply ft³/hr x 2500 (LP) or ft³/hr x 1000 (NG). For Megajoule content, multiply m³/hr x 93.15 (LP) or m³/hr x 37.26 (NG)

CONTROLS		
2-Line Plain Text Multilingual LCD Display		Simple user interface for ease of operation.
Mode Buttons:Auto		Automatic Start on Utility failure. Programmable exercise.
Manual		Start with starter control, unit stays on. If utility falls, transfer to load takes place.
Off		Stops unit. Power is removed. Control and charger still operate.
Ready to Run/Maintenance Messages		Standard
Engine Run Hours Indication		Standard
Programmable start delay between 2-1500 seconds		Standard (programmable by dealer only)
Utility Voltage Loss/Return to Utility Adjustable (Brownout Setting)		From 140-171 V/190-216 V
Future Set Capable Exerciser/Exercise Set Error Warning		Standard
Run/Alarm/Maintenance Logs		50 Events Each
Engine Start Sequence		Cyclic cranking: 16 sec on, 7 rest (90 sec maximum duration).
Starter Lock-out		Starter cannot re-engage until 5 sec after engine has stopped.
Smart Battery Charger		Standard
Charger Fault/Missing AC Warning		Standard
Low Battery/Battery Problem Protection and Battery Condition Indication		Standard
Automatic Voltage Regulation with Over and Under Voltage Protection		Standard
Under-Frequency/Overload/Stepper Overcurrent Protection		Standard
Safety Fused/Fuse Problem Protection		Standard
Automatic Low Oil Pressure/High Oil Temperature Shutdown		Standard
Overcrank/Overspeed (@ 72 Hz)/rpm Sense Loss Shutdown		Standard
High Engine Temperature Shutdown		Standard
Internal Fault/Incorrect Wiring Protection		Standard
Common External Fault Capability		Standard
Field Upgradable Firmware		Standard

**Sound levels are taken from the front of the generator. Sound levels taken from other sides of the generator may be higher depending on installation parameters. Rating definitions - Standby: Applicable for supplying emergency power for the duration of the utility power outage. No overload capability is available for this rating. (All ratings in accordance with BS5514, ISO3046 and DIN6271). * Maximum wattage and current are subject to and limited by such factors as fuel BTU/megajoule content, ambient temperature, altitude, engine power and condition, etc. Maximum power decreases about 3.5 percent for each 1,000 feet (304.8 meters) above sea level; and also will decrease about 1 percent for each 5 °C (10 °F) above 15 °C (60 °F).

20 kW

AIR-COOLED GENERATOR SETS

Service Rated Smart Switch Features (US)

- Includes Digital Power Management Technology standard (DPM).
- Intelligently manages up to four air conditioner loads with no additional hardware.
- Up to eight more large (240 VAC) loads can be managed when used in conjunction with Smart Management Modules (SMMs).
- Electrically operated, mechanically-held contacts for fast, clean connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive.
- 2 pole, 250 VAC contactors.
- Service equipment rated, dual coil design.
- Rated for both aluminum and copper conductors.
- NEMA/UL 3R (indoor/outdoor rated) aluminum enclosure is standard.
- Main contacts are silver plated or silver alloy to resist welding and sticking.

Dimensions

	200 Amps 120/240, 1Ø Open Transition Service Rated				
	Height		Width		Depth
	H1	H2	W1	W2	
in	27.24	30.0	11.4	13.5	7.09
mm	692.0	762.4	289.0	343.0	180.0

CSA Switch Features (Canada)

- Electrically operated, mechanically-held contacts for fast, positive connections.
- Rated for all classes of load, 100% equipment rated, both inductive and resistive
- 2 pole, 250 VAC contactors.
- 160 millisecond transfer time.
- Dual coil design.
- Main contacts are silver plated or silver alloy to resist welding and sticking.
- NEMA/UL 3R (indoor/outdoor rated) aluminum enclosure is standard.

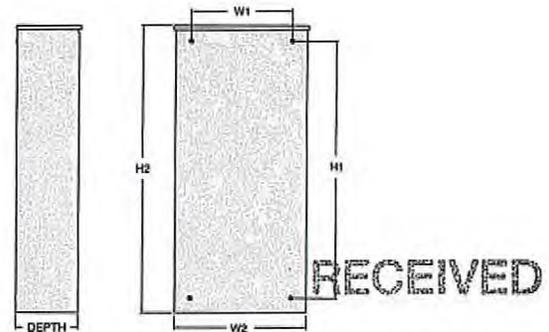
Dimensions

	200 Amps 120/240, 1Ø Open Transition Service Rated				
	Height		Width		Depth
	H1	H2	W1	W2	
in	26.0	30.0	12.5	16.0	7.1
mm	660.4	762.0	317.5	406.4	180.3

Model G007063-0

No. of Poles	2
Current Rating (Amps)	200
Voltage Rating (VAC)	120/240, 1Ø
Utility Voltage Monitor (Fixed)*	
-Pick-up	80%
-Dropout	65%
Return to Utility*	approx. 13 sec.
Exercise weekly for 5 minutes*†	Standard
UL Listed	Standard
Enclosure Type	NEMA/UL 3R
Withstand Rating (Amps)	22,000
Lug Range	250 MCM - #6

*Function of Evolution Controller



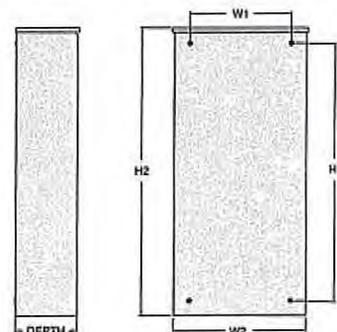
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CITY OF GROSSE PTE. WO
BUILDING DEPT

Model G007064-0

No. of Poles	2
Current Rating (Amps)	200
Voltage Rating (VAC)	250
Utility Voltage Monitor (Fixed)*	
-Pick-up	80%
-Dropout	65%
Return to Utility*	approx. 13 sec
Exercise weekly for 5 minutes*	Standard
UL Listed	Standard
Enclosure Type	NEMA/UL 3R
Circuit Breaker Protected	22,000
Lug Range	250 MCM - #6

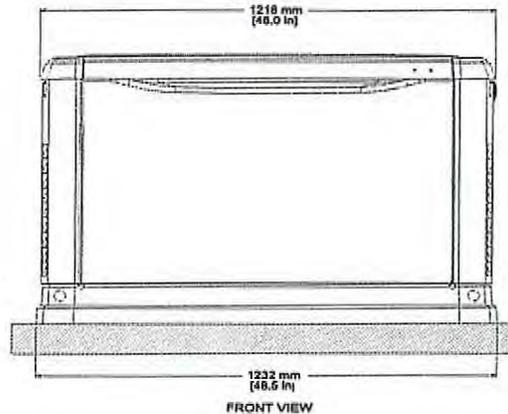
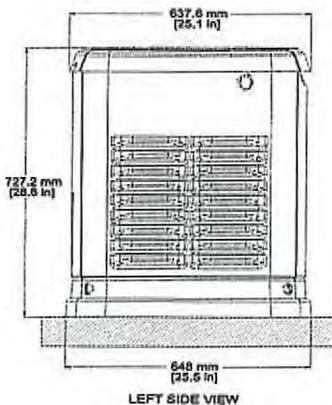
*Function of Evolution Controller



AVAILABLE ACCESSORIES

Model #	Product	Description
G005819-0	26R Wet Cell Battery	Every standby generator requires a battery to start the system. The recommended 26R wet cell battery is for use with all air-cooled standby product.
G007101-0	Battery Pad Warmer	The pad warmer rests under the battery. Recommended for use if the temperature regularly falls below 0°F. (Not necessary for use with AGM-style batteries.)
G007102-0	Oil Warmer	Oil warmer slips directly over the oil filter. Recommended for use if the temperature regularly falls below 0°F.
G007103-0	Breather Warmer	The breather warmer is for use in extreme cold weather applications. For use with Sync 2.0 controllers only in climates where heavy icing occurs.
G005621-0	Auxiliary Transfer Switch Contact Kit	The auxiliary transfer switch contact kit allows the transfer switch to lock out a single large electrical load you may not need.
G006160-0	Paint Kit	If the generator enclosure is scratched or damaged, it is important to touch-up the paint to protect from future corrosion. The paint kit includes the necessary paint to properly maintain or touch-up a generator enclosure.
G006485-0	Scheduled Maintenance Kit	Scheduled maintenance kits provide all the hardware necessary to perform complete routine maintenance on a Honeywell automatic standby generator.
G006874-0	Smart Management Module	Smart Management Modules are used in conjunction with the Automatic Transfer Switch to increase its power management capabilities. It provides additional power management flexibility not found in any other power management system.
G006463-4	Mobile Link™	Generac's Mobile Link allows you to check the status of your generator from anywhere that you have access to an Internet connection from a PC or any smart device. You will even be notified via e-mail or text message when a change in the generator's status occurs. Available in the U.S. only.

DIMENSIONS & UPCs



Model	UPC
G007063-0	696471070637
G007064-0	696471070644

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BUILDING DEPT

Generac Power Systems, Inc.

S45 W29290 Hwy. 59
Waukesha, WI 53187
Tel: 1-855-GEN-INFO
honeywellgenerators.com

1000000226-D

October 2016

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Honeywell

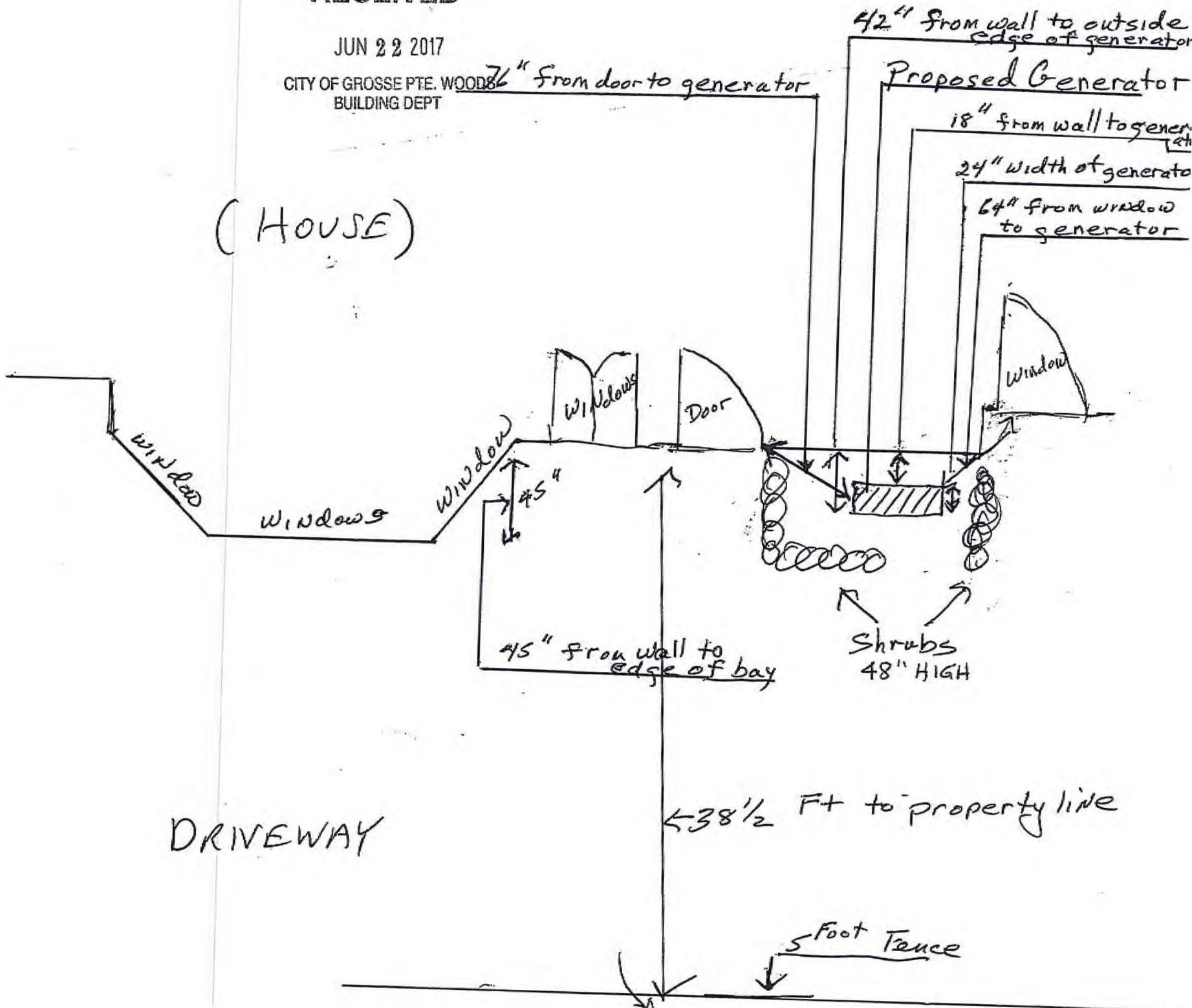
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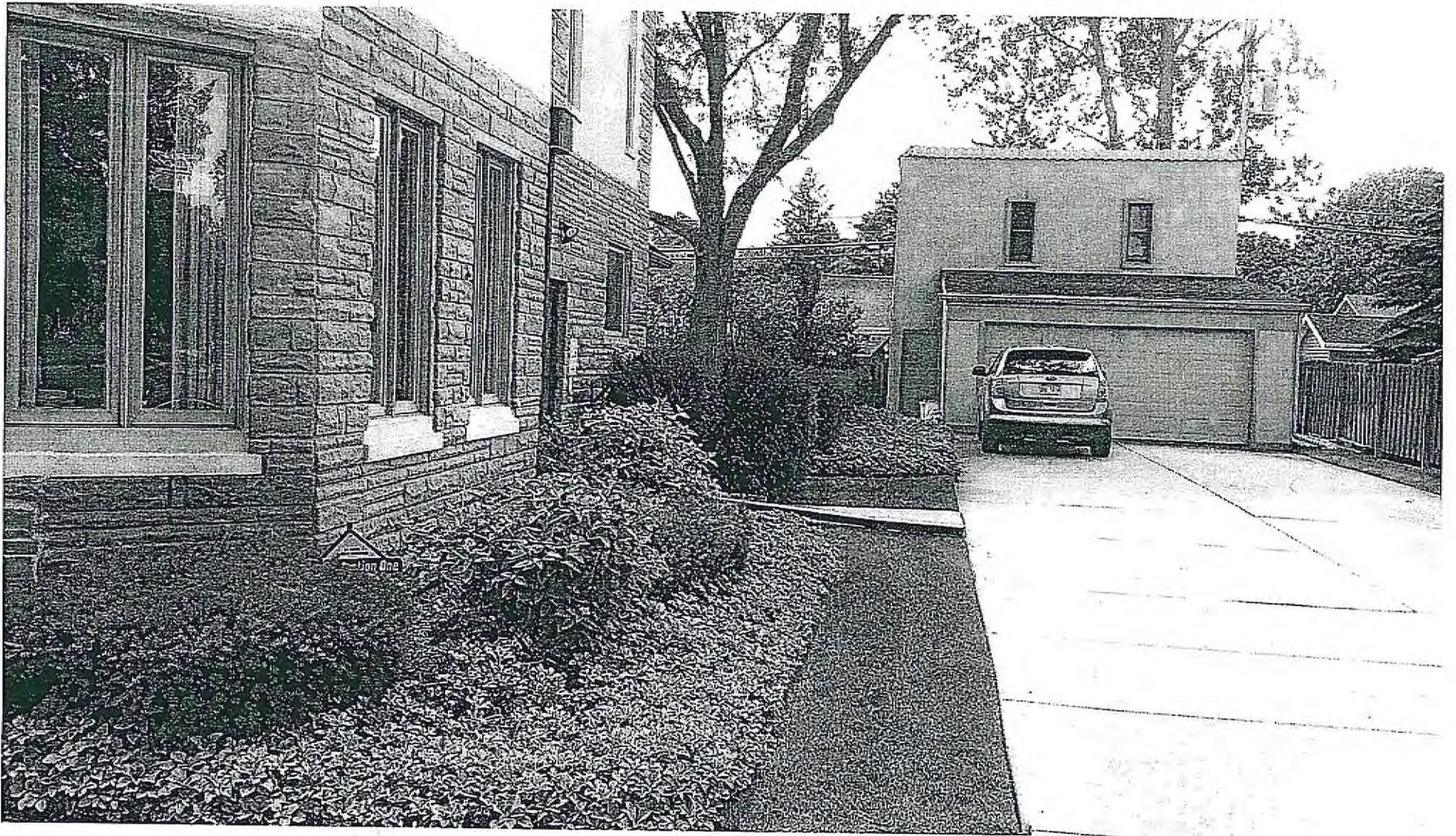
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BUILDING DEPT

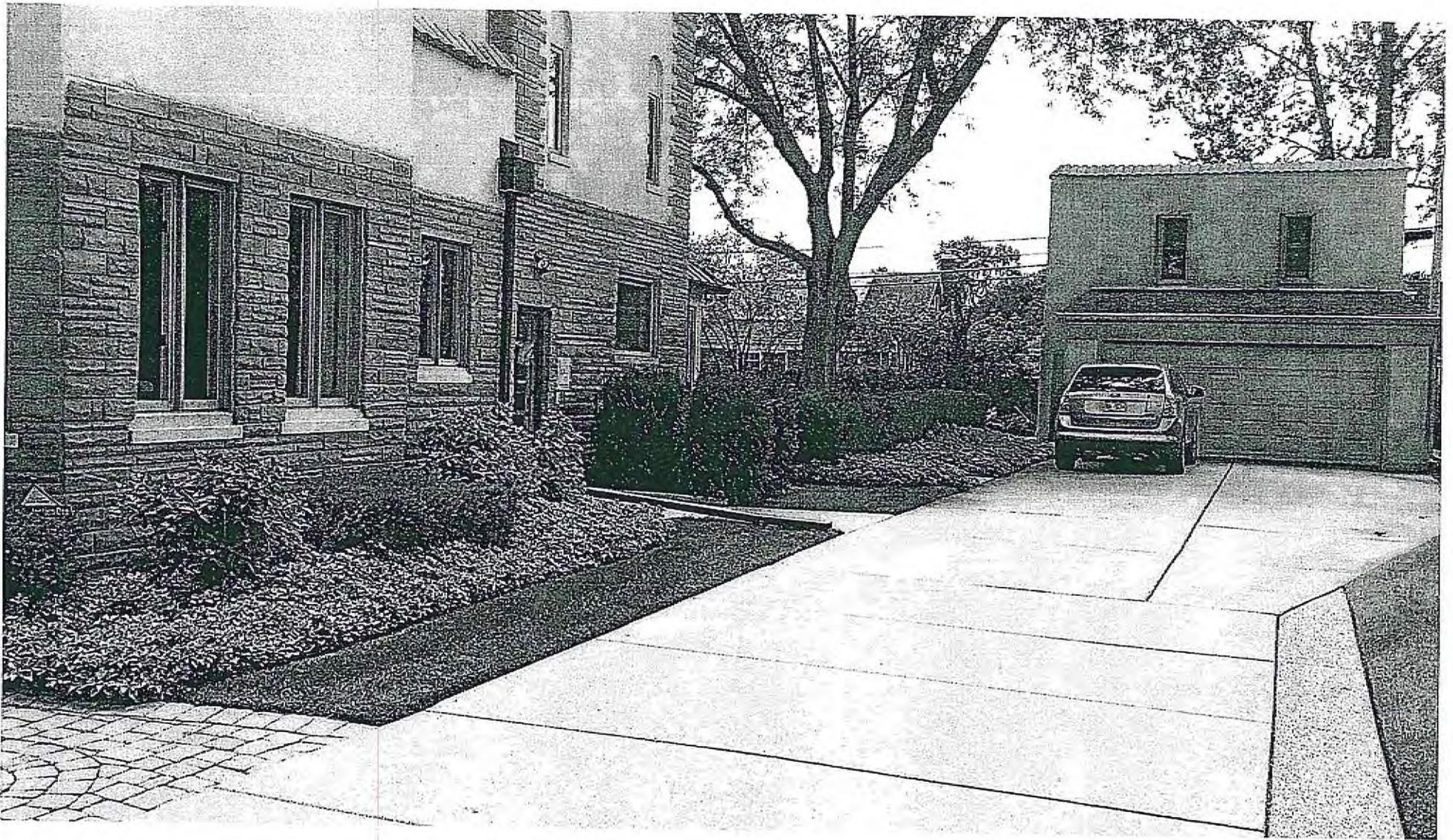
879 LOCHMOOR (STREET)

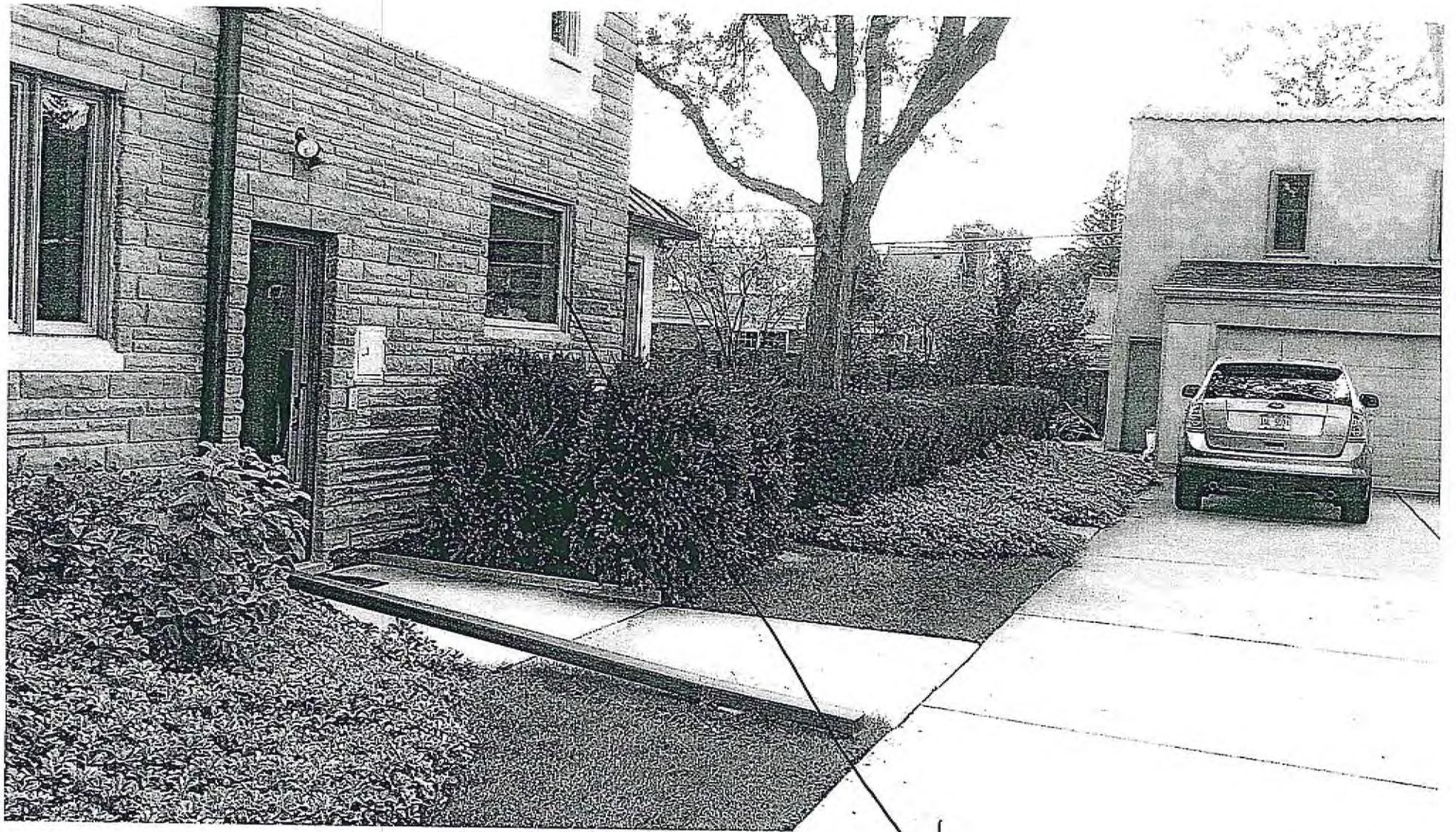
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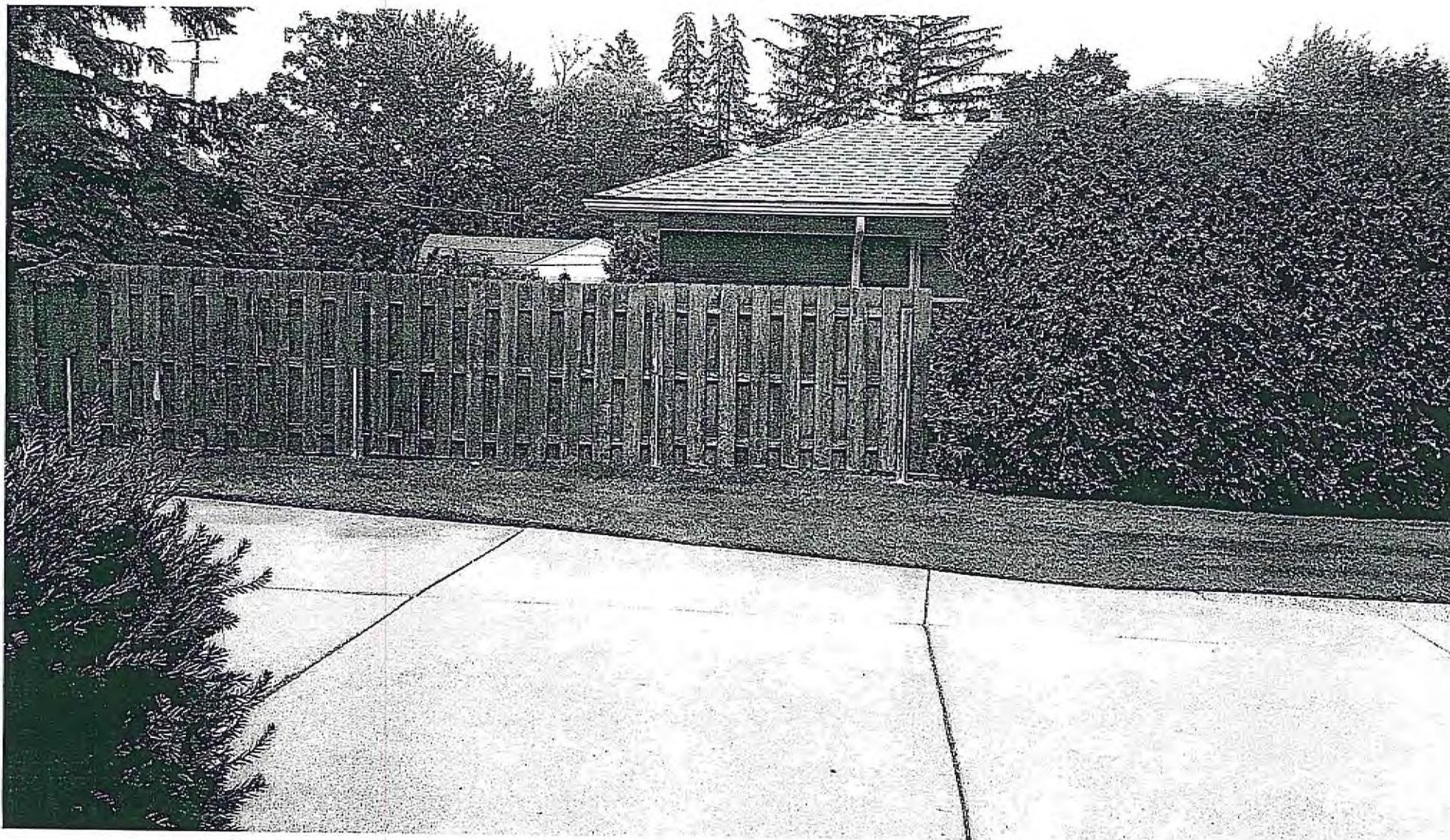
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NON-OPENING WINDOW



MEMO 17 - 29

TO: Lisa Hathaway, City Clerk
FROM: Frank Schulte, Director of Public Services *F.S.*
DATE: June 29, 2017
SUBJECT: Variance – Generator at 879 Lochmoor

I have reviewed the application from resident Michael Karwowski requesting a generator variance at 879 Lochmoor. The generator 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

879 Lochmoor Blvd. - 3' Radius

ownersname	ownersna_1	ownerstree	ownercity	ownerstate	ownerzipco
CUETER CATHERINE A	CUETER ANTONINO GINO	897 LOCHMOOR BLVD	GROSSE POINTE WOODS	MI	48236
KARWOWSKI MICHAEL	KARWOWSKI DIANA	879 LOCHMOOR BLVD	GROSSE POINTE WOODS	MI	48236
STEPHENS LARRY L	STEPHENS LINDA A	859 LOCHMOOR BLVD	GROSSE POINTE WOODS	MI	48236
HARTT CARRIE D		884 N RENAUD RD	GROSSE POINTE WOODS	MI	48236
DECEW, DAVID-KELLY		872 N RENAUD RD	GROSSE POINTE WOODS	MI	48236



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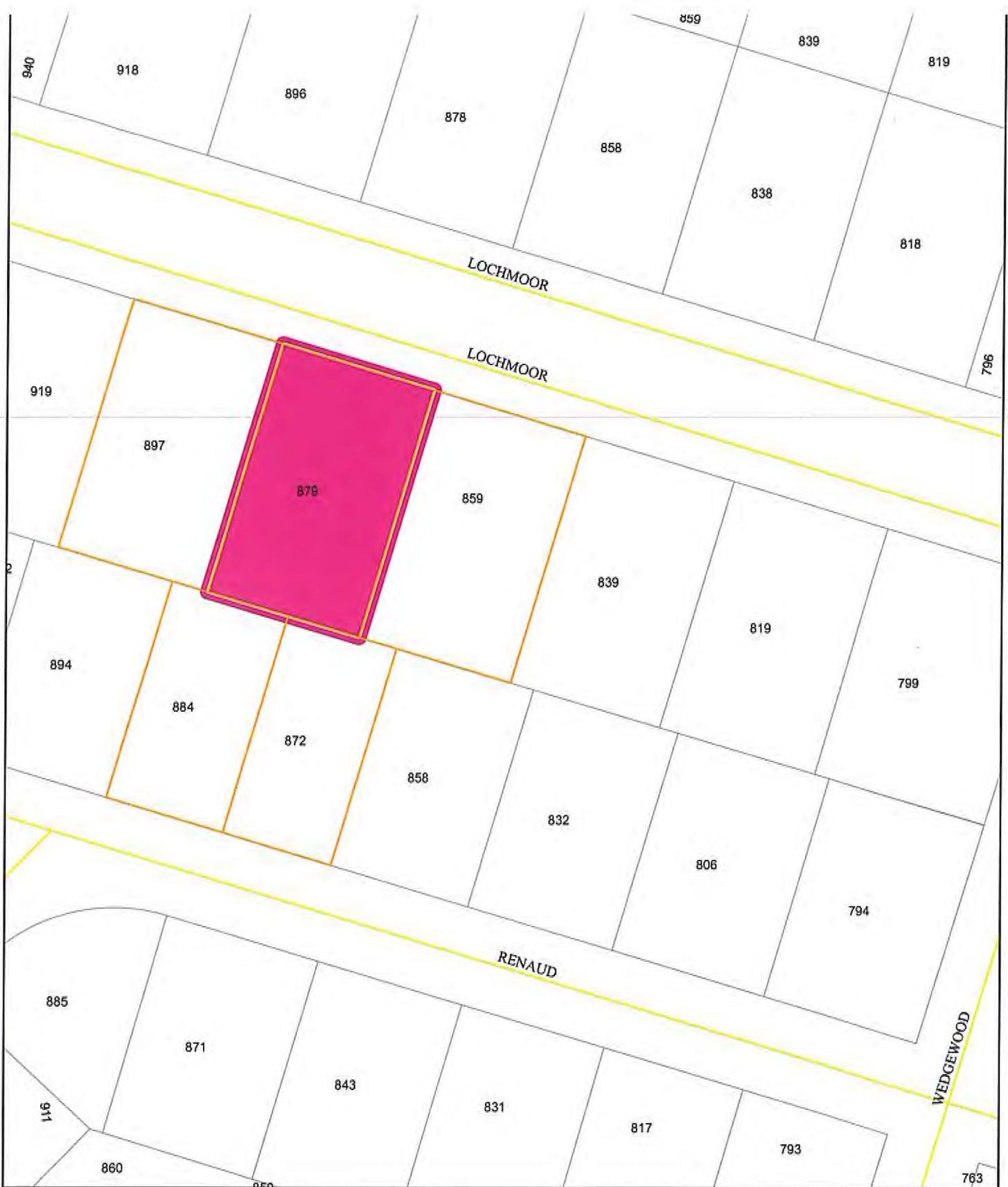


INFORMATION TECHNOLOGY DEPARTMENT
Geographic Information Systems (GIS) Division

Subject: 879 Lochmoor Blvd.

Date: 06/30/2017





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INFORMATION TECHNOLOGY DEPARTMENT
 Geographic Information Systems (GIS) Division

Subject: 879 Lochmoor Blvd.

Date: 06/30/2017



9A

MEMO 17 - 26

RECEIVED
JUL 10 2017
CITY OF GROSSE PTE. WOODS

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *F.S.*
DATE: June 14, 2017
SUBJECT: Maintenance Garage Fire

In March a fire occurred in the maintenance garage, containing tools and equipment used for the grounds and buildings, in Lake Front Park. The city received all-inclusive quotes from Jarvis Property Restoration in the amount of \$54,802.07 and from M.J. White & Son, Inc. in the amount of \$49,306.48 for building repairs. We received an additional quote from GPH Services for \$30,500.00 that lacked detail and was considered to be incomplete when compared to the other two quotes. None of these quotes included an estimate for replacement of the contents housed in the building.

After a careful evaluation, we agreed that it would be most cost effective to have John Salter act as the "general contractor." He obtained estimates for replacement of the damaged contents and the necessary repairs. John coordinated the subcontractors for the building structural repairs.

Total Fire Damage	\$48,625.15
Less Insurance Deductible	<u>- 5,000.00</u>
Total Insurance Payout to City	<u>\$43,625.15</u>
Less: City Expenses	
• City employee time	\$ 1,544.00
• Garage Door	2,075.00
• Nonrestoration Cleaning	5,645.16
• Glass Block Window	285.00
• Electrical Repairs	4,500.00
• Hardware and Tools	<u>3,774.60</u>
Total City Expenses	<u>\$17,823.76</u>
Total Insurance Surplus Payout	<u>\$25,801.39</u>

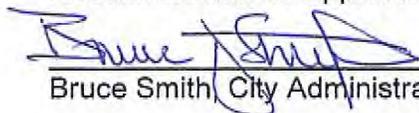
Authorize the City Administrator to sign the insurance company proof of loss statement.

Insurance proceeds to be credited to revenue account 101-000-694.030.

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

Attachment
c.c. O/F

Recommended for Approval as Submitted:


Bruce Smith, City Administrator

7/10/2017
Date

Council Approval Required

SWORN STATEMENT

Final Proof-of-Loss

\$13,778,177.00
AMOUNT OF POLICY AT TIME OF LOSS

PKG81110016
Policy Number

10/01/2016
DATE ISSUED

File # 183117

AGENCY AT

10/01/2017
DATE EXPIRES

Stevenson Company
AGENT

To the US Specialty Insurance Company and Tokio Marine HCC-Public Risk Group At time of loss, by the above-indicated policy of insurance you insured City of Grosse Pointe Woods against loss by Fire to the property described under Schedule "A," according to the terms and conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

- 1. Time and Origin:** A loss occurred about the hour of ___ o'clock __a.m., on or about the 9th day of March, 2017. The cause and origin of the said loss was Fire.
- 2. Occupancy:** The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: _____
- 3. Title and Interest:** At the time of the loss the interest of your insured in the property described therein was _____ No other person or persons had any interest therein or encumbrance thereon, except: _____
- 4. Changes:** Since the said policy was issued there has been no assignment thereof, or change of interest, use, occupancy, possession, location or exposure of the property described, except: _____
- 5. Total Insurance:** The total amount of insurance upon the property described by this policy was, at the time of the loss, \$13,778,177.00 as more particularly specified in the apportionment attached under Schedule "C," besides which there was no policy or other contract of insurance, written or oral, valid or invalid.
- 6. The Whole Loss and Damage was:**..... \$ 48,625.15
- 7. Less Deductible:**..... \$ 5,000.00
- 8. Less Previous Payment:** \$ 26,451.72
- 9. Final Payment:** \$ 17,173.43

The said loss did not originate by an act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of its rights.

Dated _____ 20 _____ Insured
State of _____
County of _____
Subscribed and sworn to before me this _____ day of _____ 20 _____

Notary Public

9B

DRAFT

July 11, 2017

Ralph C. Wilson Foundation
63 Kercheval Avenue, Suite 200
Grosse Pointe Farms, MI 48236

Dear Trustees:

The City of Grosse Pointe Woods is in support of the Claire's CareLand concept for a proposed playground and recreation area for special needs and able body children in the community subject to the Grosse Pointe Public School Board's approval.

Sincerely,

Robert E. Novitke
Mayor



CITY OF GROSSE POINTE WOODS

MEMORANDUM

90

Date: July 13, 2017

To: Mayor and City Council

From: Bruce J. Smith, City Administrator 

Subject: Emergency Authorization of Funds

RECEIVED
JUL 13 2017
CITY OF GROSSE PTE. WOODS

On July 12, 2017 I was notified by the Director of Public Services, Frank Schulte, and the City Engineer, Scott Lockwood, that a situation had been discovered that required immediate action. As you are aware, Anita Street is in the process of having a water main replaced and the street repaved. The water main work has been completed and the first half of the street is scheduled for the paving now. It was discovered that three of the sanitary sewer leads were crushed during the water main construction. Because of the relatively shallow depth of these lines and the fragile nature of their makeup it was strongly recommended to me by Mr. Schulte and Mr. Lockwood to conduct a televised inspection of the remaining sanitary sewer leads. If it was decided not to do so, the city would've been faced with the newly paved street having to be dug up to repair a sewer line. The cost to televise the 42 sewer leads was \$8,400.00 (\$200.00 per lead). Both stated it was critical for this work to be completed immediately, due to the impending paving project. Additionally, Mr. Lockwood stated the recommended work could be funded without putting the contract over the amount previously approved by the Council.

I realize that this expenditure is in excess of the \$5,000.00 spending authorization limit the City Administrator. However, I felt it was imperative that the televising work be done and any discovered repairs of sewer leads completed as soon as possible to keep the road paving project on schedule. Furthermore, waiting until the next regularly scheduled City Council meeting on July 17 to get Council's authorization would have caused an untimely delay. I held discussion with Mayor Novitke about this situation prior to authorizing the emergency expenditure of funds and he agreed that the work was necessary and needed to be completed as soon as possible.

At my direction, Director Schulte was advised to proceed with televising and recording the 42 sewer leads on Anita at a cost not to exceed \$8,400.00.

RECEIVED

JUL 13 2017

CITY OF GROSSE PTE. WOODS

MEMO 17 - 31

TO: Bruce Smith, City Administrator
FROM: Frank Schulte, Director of Public Services *FS*
DATE: July 13, 2017
SUBJECT: Emergency Televising – Anita Sewer Leads

There have been two instances to date where sanitary sewer leads were unknowingly crushed during construction of the new water main on Anita. Both leads were repaired by DiLisio. The services on Anita are shallow, often times just below our new water main trench and they are typically very fragile vitrified clay. There is a concern there may be more damaged leads that were not detected during the water main construction. Anita is scheduled to be paved near the end of next week. In order to ensure that we do not have to perform an expensive, disruptive and embarrassing repair after the new road is constructed, AEW is recommending that all the leads on the south half of the road be televised and recorded.

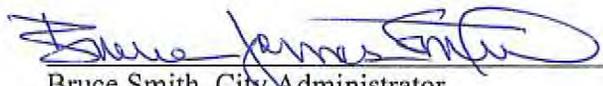
The cost of the televising will not exceed \$8,400.00 (\$200.00 per lead x 42 leads). While this cost is undesirable, if repairs are required after the new road is constructed, a single repair would be more costly. This will provide reassurance for the city against any future possible claims. Therefore, I concur with the recommendation of AEW that this work be coordinated through DiLisio Contracting, Inc., located at 23525 Lakepointe Drive, Clinton Township, MI 48036.

Based on progress under the current contract, this additional work can be completed without exceeding the \$650,000.00 approved by Council on February 27, 2017. These funds are included in the Road Bond water/sewer construction account 592-537-977.300.

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

c.c. Lisa Hathaway
O/F

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


Bruce Smith, City Administrator

7/13/2017
Date

Council Approval Required

Bruce Smith

From: Scott Lockwood <slockwood@awinc.com>
Sent: Wednesday, July 12, 2017 4:57 PM
To: Bruce Smith; Frank Schulte
Subject: Anita Sewer Leads

Good afternoon Gentlemen,

As we had discussed earlier today, there have been a few instances on Anita that have come up recently where sanitary sewer leads were unknowingly crushed during construction of the new water main on Anita. The services on Anita are shallow, often times just below our new water main trench and they are typically very fragile vitrified clay. There is a concern there may be more damaged leads that were unable to be detected during the water main construction. Anita is scheduled to be paved near the end of next week. In order to ensure we do not have to perform an expensive, disruptive and embarrassing repair after the new road is constructed we recommend having all the leads on the south half of the road televised and recorded. The approximate cost of the televising is \$8,400 (\$200 per lead x 42 leads). While this cost is undesirable, if repairs are required after the new road is constructed, a single repair could be more costly. It is anticipated this work would be coordinated through the contractor, DiLisio and, based on current contract progress can be completed without putting the contract over the amount approved by Council.

Scott Lockwood, PE
Executive Vice President

Anderson, Eckstein and Westrick, Inc.
51301 Schoenherr Road, Shelby Twp., MI 48315
Phone: 586-726-1234 Fax No: 586-726-8780
E-mail: slockwood@awinc.com

Engineering Strong Communities

 Please consider the environment before printing this email.



CITY OF GROSSE POINTE WOODS

Office of the Treasurer/Comptroller

9D

Memorandum

RECEIVED

JUL 13 2017

CITY OF GROSSE PTE. WOODS

DATE: July 11, 2017

TO: Mayor Novitke and City Council

FROM: Cathrene Behrens, Treasurer/Comptroller

SUBJECT: Budget Amendment

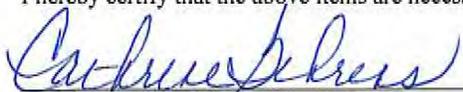
During the budget process funds should have been budgeted into the Parkway Beautification budget line 205-870-820.130, Community Events, for the City's ongoing community events. Funds are available in the Parkway Beautification fund balance in the amount of \$69,071.17, which includes all year-to-date activity for FY 2016-17, to fund this budget amendment. Expenses for FY 2016-17 were \$17,846.30 and I am requesting a budget amendment in the amount of \$18,000 for FY 2017-18.

Thank you.

Generic template:

Department Certification:

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

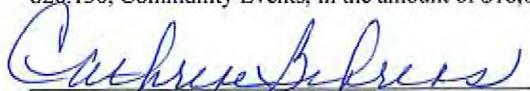

 Department Head Signature

APPROVED FOR COUNCIL CONSIDERATION:


 City Administrator Signature

Fund Certification:

A budget transfer is required from Account No. 205-000-390.110, F/B Res – Community Events, into Account No. 205-870-820.130, Community Events, in the amount of \$18,000, and that the account number has been verified.


 Treasurer/Comptroller Signature

City of Grosse Pointe Woods

CITY ADMINISTRATOR

EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this ____ day of _____, 2017, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and BRUCE J. SMITH hereinafter called "SMITH" both of whom agree as follows:

WITNESSETH:

WHEREAS, the City will employ the services of SMITH as City Administrator of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said employment; and,

WHEREAS, SMITH agrees to the terms and conditions of this Employment Agreement as City Administrator.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – DUTIES:

City agrees to employ SMITH as City Administrator of said City to perform the functions and duties which are expressed and implied in the Charter and/or Code of the City of Grosse Pointe Woods and all those other functions and duties which are implicit by virtue of the nature of his office. SMITH shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter shall, from time to time, assign. SMITH shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City.

Section 2 – SALARY:

The City agrees to pay SMITH at the rate of an annual base salary of One Hundred Fourteen Two Hundred Forty Thousand and 00/100 (\$114,240.00) Dollars, effective July 1, 2017 payable in installments at the same time as other employees of the City are paid. In addition, the City agrees to pay a one-time payment to SMITH the sum of Five Hundred (\$500.00) Dollars as a loyalty stipend effective July 1, 2017. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget considerations.

Section 3 – TERM:

- A. The term of this agreement shall be effective from July 1, 2017 through June 30, 2018 unless terminated earlier by either of the parties. SMITH will be employed on an at-will status as City Administrator to perform the functions and duties of the position as required by the Code and Charter. He shall also perform such duties and functions as the City Council may, from time to time, prescribe. He shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of SMITH with or without cause, with or without notice, at any time.

- B. SMITH shall be employed on an AT-WILL BASIS as City Administrator to perform the functions and duties of the position as required by the Code and Charter.
- C. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of SMITH to resign at any time from his position with the City. However, SMITH shall be required to provide thirty (30) days written notice to the City prior to his resigning.
- E. SMITH agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as he remains in the employ of the City.

Section 4 – TERMINATION AND SEVERANCE PAY:

In the event that SMITH is terminated without cause then, in that event, SMITH shall receive severance pay equaling 60 days (2 months of regular pay) of his annual salary. Directly prior to his receipt of severance pay, SMITH shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and he shall agree not to file any lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities).

Section 5 – FRINGE BENEFITS:

The City reserves the right to reduce or modify any fringe benefit should it determine same to be necessary, desirable or appropriate. SMITH qualifies for the following fringe benefits:

- 1. Contribution to Deferred Compensation Plan: ICMA-RC457 or an equivalent plan in an amount equal to eight (8%) percent of SMITH's salary during the contract period.

SMITH agrees to execute any waiver and release from liability in favor of City for payments made to any deferred compensation plan as is required from all employees participating in such programs.

In addition, SMITH and the City agree that there shall be no pension or retirement benefits except as specified herein. SMITH hereby agrees to irrevocably elect to opt out of membership in the Retirement System consistent with the new Retirement System ordinance, that such election will be approved by the Council, filed with the Retirement System, and that SMITH will not be eligible to re-enroll at a future date.

2. SMITH shall be entitled to vacation leave, with pay, at the rate of twenty (20) working days per year from July 1, 2017 through June 30, 2018.
3. Delta dental or equivalent coverage and current optical coverage. That coverage currently in effect for salaried employees.
4. Medical and prescription drug coverage. In lieu of the medical and prescription drug coverage provided by the City and currently in effect for salaried employees, Smith will elect the opt out coverage – currently \$3,000.00 per year.
5. Holiday Leave. Per Employee Handbook.
6. Vacation Leave. Per Employee Handbook.
7. Sick Leave. Per Employee Handbook.
8. Disability Leave. Per Employee Handbook.
9. Funeral Leave. Per Employee Handbook.
10. Leaves of Absence. Per Employee Handbook.
11. Jury Duty Leave. Per Employee Handbook.
12. Furlough Days. SMITH shall be obligated to observe the current furlough (unpaid) days currently in effect for salary employees.

Section 6 – DUES AND SUBSCRIPTIONS:

The City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of SMITH which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

Section 7 – MISCELLANEOUS

SMITH shall also be permitted to serve as the Police Commissioner of the City during the duration of this Agreement. The parties agree that the Labor Attorney and the City Attorney have reviewed the status of SMITH continuing as Police Commissioner and have approved same.

There shall be no other compensation of any kind except as clearly stated herein.

Section 8 – PROFESSIONAL DEVELOPMENT

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of SMITH for professional and official travel, meetings and occasions which are necessary to continue the professional development of SMITH and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of SMITH for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.
- D. City reserves the right to receive reimbursement for any professional development related expenditures from SMITH in the event that SMITH ceases employment with the City within 12 months from the City's payment of said expenditure.

Section 9 – OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. SMITH's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be SMITH's sole and exclusive employer except as provided herein and except as may be approved by the City Council.
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.

Section 9 – GENERAL PROVISIONS:

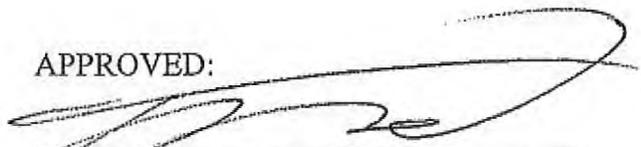
- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - (1) City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.
 - (2) Bruce J. Smith
57649 Cider Drive
Washington, MI 48094
- C. The parties acknowledge that both the City and SMITH have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.

CITY OF GROSSE POINTE WOODS

By: BRUCE J. SMITH
Dated: _____, 2017

By: ROBERT E. NOVITKE
Its: Mayor
Dated: _____, 2017

APPROVED:


By: DON R. BERSCHBACK
Its: City Attorney
Dated: July 10, 2017

City Of Grosse Pointe Woods
CITY ATTORNEY
EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this _____ day of July, 2017, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and DON R. BERSCHBACK hereinafter called "BERSCHBACK" both of whom agree as follows:

WITNESSETH:

WHEREAS, the City will retain the services of DON R. BERSCHBACK as City Attorney of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

WHEREAS, the City shall provide certain benefits, establish certain conditions of employment and will set working conditions of said employment; and,

WHEREAS, BERSCHBACK agrees to the terms and conditions of this Employment Agreement as City Attorney.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – DUTIES:

City agrees to retain BERSCHBACK as City Attorney of the City as an Independent Contractor to perform the functions and duties which are expressed and implied in the Charter and Code of the City of Grosse Pointe Woods, and all other functions and duties which are implicit by virtue of the nature of the office. BERSCHBACK shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter may, from time to time, assign. BERSCHBACK shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City. BERSCHBACK shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Section 2 – COMPENSATION:

BERSCHBACK shall be paid the sum of One Hundred Sixty (\$160.00) Dollars per hour for all hours worked through July 31, 2017. BERSCHBACK shall then be paid the sum of One

Hundred Seventy (\$170.00) Dollars per hour for all hours worked effective August 1, 2017 or at a rate as determined by the City Council at a later date.

Section 3 – TERM:

- A. The term of this agreement shall be effective from July 1, 2017 through June 30, 2018 unless terminated earlier by either of the parties. BERSCHBACK will be employed on an at-will status as City Attorney to perform the functions and duties of the position as required by the Code and Charter. He shall also perform such duties and functions as the City Council may, from time to time, prescribe. He shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of BERSCHBACK with or without cause, with or without notice, at any time.

- B. BERSCHBACK shall be employed on an AT-WILL BASIS as City Attorney to perform the functions and duties of the position as required by the Code and Charter.
- C. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of BERSCHBACK to resign at any time from his position with the City. However, BERSCHBACK shall be required to provide thirty (60) days written notice to the City prior to his resigning.

Section 4 – FRINGE BENEFITS:

Except as otherwise provided herein, the City agrees that the following shall apply as to fringe benefits:

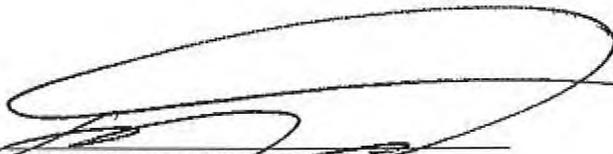
- a) The current medical, prescription, and optical coverage shall continue from July 1, 2017 through July 31, 2017.
- b) BERSCHBACK shall be responsible for payment of dental coverage if he so elects said coverage.
- c) There shall be no other fringe benefits.

Section 5 – GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supersedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - (1) City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.
 - (2) DON R. BERSCHBACK
24053 Jefferson Avenue
St. Clair Shores, MI 48080
- C. The parties acknowledge that both the City and BERSCHBACK have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel of their own choosing.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.

CITY OF GROSSE POINTE WOODS



DON R. BERSCHBACK
Dated: July 10, 2017

By: ROBERT E. NOVITKE
Its: Mayor
Dated: _____

City of Grosse Pointe Woods
CITY TREASURER/COMPTROLLER
EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this ____ day of July, 2017, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and CATHRENE BEHRENS hereinafter called "BEHRENS" both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of BEHRENS as City Treasurer/Comptroller of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said employment; and,

WHEREAS, BEHRENS desires to accept employment as City Treasurer/Comptroller.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – DUTIES:

City agrees to employ BEHRENS as City Treasurer/Comptroller of the City to perform the functions and duties which are expressed and implied in the Charter and Code of the City of Grosse Pointe Woods, and all other functions and duties which are implicit by virtue of the nature of the office. BEHRENS shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter may, from time to time, assign. BEHRENS shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City.

It shall be BEHRENS's duties to supervise the following five classifications in the Treasurer/Comptroller area:

- A. Deputy Comptroller/Deputy Treasurer
- B. Water Billing Specialist
- C. Accountant – Part-time
- D. Cashier/Administrative Clerk I – part-time
- E. Cashier/Administrative Clerk I – full-time

Nothing in this section mandates that these positions be filled.

Section 2 – SALARY:

City agrees to pay BEHRENS at the rate of an annual base salary of Eighty One Thousand Six Hundred (\$81,600.00) Dollars, effective July 1, 2017 payable in installments at the same time as other employees of the City are paid. In addition, the City agrees to pay a one-time payment to BEHRENS the sum of Five Hundred (\$500.00) Dollars as a loyalty stipend effective July 1, 2017. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget consideration.

Section 3 – TERM:

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of BEHRENS with or without cause, with or without notice, at any time.
- B. BEHRENS will be employed on an at-will status as City Treasurer/Comptroller to perform the functions and duties of the position as required by the Code and Charter. She shall also perform such duties and functions as the City Council may, from time to time, prescribe. She shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BEHRENS to resign at any time from her position with the City. However, BEHRENS shall be required to provide 30 days written notice to the City prior to her resigning.
- D. BEHRENS agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as she remains in the employ of the City.
- E. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- F. The terms of this agreement shall be through June 30, 2018.

Section 4 – TERMINATION AND SEVERENCE PAY:

In the event that BEHRENS is terminated without cause then, in that event, BEHRENS shall receive severance pay equaling sixty (60) days (2 months of her regular pay) of her annual salary. Upon receipt of severance pay, BEHRENS shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and she shall agree not to file any

lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities). Such Release shall also apply to the Pension Plan, its Administrator, Trustees in their individual capacities, Agents, Successors, and assigns.

Section 5 – INDEMNIFICATION:

City shall defend, hold harmless and indemnify BEHRENS against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as City Treasurer/Comptroller. City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. City reserves the right to withhold said indemnification in the event said alleged act or omission is an illegal act or omission, or an act of misfeasance or malfeasance. City reserves the right to forward any such claim to its insurance company.

Section 6 – FRINGE BENEFITS:

Except as otherwise provided herein, the City agrees to provide BEHRENS with fringe benefits as listed in the Appendix A entitled “Grosse Pointe Woods Non-Union Full-Time Employee Fringe Benefits”. Additionally, but except as provided herein, the current benefits under the Employee Handbook which are afforded to all salaried employees, (pension, health, etc.) are included in this agreement. Both parties agree that changes are being made to the fringe benefits for all salaried, non-union and union employees and both shall be bound by those changes when implemented.

Effective July 1, 2017, BEHRENS shall earn and be entitled to vacation leave, with pay, at the rate of ten (10) working days per year through June 30, 2018. When applicable, the terms of Appendix A for the Grosse Pointe Woods Non-Union Full-Time Employee Fringe Benefits provisions shall apply.

Section 7 – BONDING:

The City shall bear the full cost of any fidelity or other bonds required of BEHRENS under any law or ordinance.

Section 8 – DUES AND SUBSCRIPTIONS:

The City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of BEHRENS which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

Section 9 – PROFESSIONAL DEVELOPMENT

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of BEHRENS for professional and official travel, meetings and occasions which are necessary to continue the professional development of BEHRENS and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of BEHRENS for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. Any professional development requiring airfare or overnight accommodations requires prior Council approval.

Section 10 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. BEHRENS's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be BEHRENS's sole and exclusive employer except as provided herein and except as may be approved by the City Council.
- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.
- E. There shall be no City car furnished nor any car allowance.

Section 11 – GENERAL PROVISIONS:

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

(1) City Clerk
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.

(2) CATHRENE BEHRENS
1422 Apple Orchard
Wolverine Lake, MI 48390

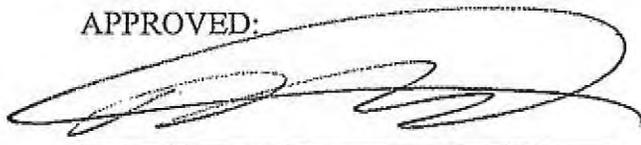
- C. The parties acknowledge that both the City and BEHRENS have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- D. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

IN WITNESS WHEREOF, the parties have signed this Agreement below.

CITY OF GROSSE POINTE WOODS

By: ROBERT E. NOVITKE
Its: Mayor
Dated: July _____, 2017

APPROVED:



By: DON R. BERSCHBACK
Its: City Attorney

Dated: July 10, 2017

CATHRENE BEHRENS
Dated: July _____, 2017

City of Grosse Pointe Woods

CITY CLERK

EMPLOYMENT AGREEMENT

THIS AGREEMENT, signed this _____ day of July, 2017, by the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the "City", and LISA HATHAWAY, hereinafter called "Hathaway", both of whom agree as follows:

WITNESSETH:

WHEREAS, the City desires to employ the services of Hathaway as City Clerk of the City of Grosse Pointe Woods as provided by the City Charter, Code and state law; and,

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said employment; and,

WHEREAS, Hathaway desires to accept employment as City Clerk.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1 – DUTIES:

City agrees to employ Hathaway as City Clerk of the City to perform the functions and duties which are expressed and implied in the Charter and Code of the City of Grosse Pointe Woods, and all other functions and duties which are implicit by virtue of the nature of the office. Hathaway shall also perform such other legally permissible and proper duties and functions as the City Council, the City Code, and the City Charter may, from time to time, assign. Hathaway shall maintain any required licenses and/or levels of certification necessary for the performance of such duties as a condition of continued employment with the City. _____

Section 2 – SALARY:

City agrees to pay Hathaway at the rate of an annual base salary of Seventy Five Thousand Four Hundred and Twenty Nine (\$75,429.00) Dollars, effective July 1, 2017 payable in installments at the same time as other employees of the City are paid. In addition, the City agrees to pay a one-time payment to Hathaway the sum of Five Hundred (\$500.00) Dollars as a loyalty stipend effective July, 2017. Upon finding satisfactory performance in the future, the City Council may make appropriate adjustments.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary in response to annual budget consideration.

Section 3 – TERM:

- A. The term of this agreement shall be effective from July 1, 2017 through June 30, 2018 unless terminated by either of the parties. HATHAWAY will be employed

on an at-will status as City Clerk to perform the functions and duties of the position as required by the Code and Charter. She shall also perform such duties and functions as the City Council may, from time to time, prescribe. She shall serve at the pleasure of the City Council and be subject to removal by the City Council at any time with or without cause.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of HATHAWAY with or without cause, with or without notice, at any time.

- B. HATHAWAY shall be employed on an AT-WILL BASIS as City Clerk to perform the function duties of the position as required by the Code and Charter.
- C. THERE SHALL BE NO EXPECTATION OF RENEWAL OR EXTENSION OF THIS AGREEMENT UNLESS MUTUALLY AGREED UPON IN WRITING BY BOTH PARTIES.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of HATHAWAY to resign at any time from her position with the City. However, HATHAWAY shall be required to provide thirty (30) days written notice to the City prior to her resigning.
- E. HATHAWAY agrees to remain the exclusive employee of the City and neither to accept other employment nor to become employed by any other employer thereafter as long as she remains in the employ of the City.

Section 4 – TERMINATION AND SEVERANCE PAY:

In the event that HATHAWAY is terminated without cause then, in that event, HATHAWAY shall receive severance pay equaling sixty (60) days (2 months of her regular pay) of her annual salary. Upon receipt of severance pay, HATHAWAY shall sign a Settlement and Release Agreement waiving any and all rights under this Agreement, and she shall agree not to file any lawsuit or engage in any litigation against the City, its agents, assigns, Council Members, (either in their representative capacity or in their individual capacities). Such Release shall also apply to the Pension Plan, its Administrator, Trustees in their individual capacities, Agents, Successors, and assigns.

Section 5 – FRINGE BENEFITS:

Except as otherwise provided herein, the City agrees to provide Hathaway with fringe benefits as listed in the Employee Handbook. The current benefits under the Handbook are attached to this Agreement as Appendix A. Notwithstanding any language in the Employee Handbook regarding tuition reimbursement relating to employees, Hathaway shall be entitled to tuition reimbursement in an amount not to exceed \$1,500.00 per year for higher education attained by attending an accredited educational institution, course of study subject to prior approval of the Council. It is agreed and understood that these benefits may be changed at any time by the City Council and/or the Board of Trustees of the Pension Plan.

Section 6 – BONDING:

The City shall bear the full cost of any fidelity or other bonds required of Hathaway under any law or ordinance.

Section 7 – DUES AND SUBSCRIPTIONS:

The City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the professional dues and subscriptions of HATHAWAY which are necessary for the continuation and full participation in national, regional, state, and local associations and organizations which are immediately related to continued professional participation, growth and advancement, and for the general good of the City.

Section 8 – PROFESSIONAL DEVELOPMENT

- A. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for travel and subsistence expenses of HATHAWAY for professional and official travel, meetings and occasions which are necessary to continue the professional development of HATHAWAY and to adequately pursue necessary official and other functions for the City.
- B. City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, pay for the travel and subsistence expenses of HATHAWAY for short courses, institutes and seminars that may be required by law in connection with duties performed for the City.
- C. City and Hathaway agree that the pursuit of an appropriate additional Degree from an accredited institution of higher learning will be of benefit to both the City and Hathaway and, to that end, City agrees to endeavor (but is not obligated) to annually budget and, upon prior approval of the City Council, and prior approval of both the institution and Degree program, to reimburse Hathaway for tuition expenses.
- D. Any professional development requiring airfare or overnight accommodations requires prior Council approval.

Section 9 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT:

- A. Hathaway's scheduling of time at work at municipal facilities, meetings and events is expected to be without maximum limitation and shall meet the needs of the City, its businesses and inhabitants.
- B. The minimum workweek shall be 40 hours and there shall be no added compensation for hours worked longer than 40 hours per week.
- C. The City shall be Hathaway's sole and exclusive employer except as may be approved by the City Council.

- D. During the term of this contract, the City may establish evaluation criteria, procedures and timetables. This evaluation program is subject to approval by City Council.

Section 10 – GENERAL PROVISIONS:

- A. This is the entire Agreement between the parties. This Agreement supercedes any and all other Agreements or contracts, either oral or written between the parties.
- B. Notices pursuant to this Agreement shall be deemed given if served personally in the same manner as is applicable to judicial practice or if deposited in the custody of the United States Postal Service, postage prepaid addressed as follows:
 - (1) City Attorney
City of Grosse Pointe Woods
20025 Mack Plaza
Grosse Pointe Woods, MI 48236.
 - (2) Lisa Hathaway

- C. This Agreement is effective July 1, 2017.
- D. The parties acknowledge that both the City and Hathaway have drafted this Agreement and have had the opportunity to have the Agreement reviewed by counsel.
- E. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full effect.

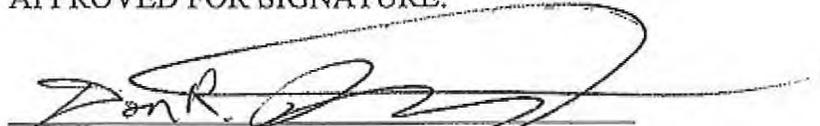
IN WITNESS WHEREOF, the parties have signed this Agreement below.

CITY OF GROSSE POINTE WOODS

By: ROBERT E. NOVITKE
Its: Mayor
Dated: July ____, 2017

LISA K. HATHAWAY
Dated: July ____, 2017

APPROVED FOR SIGNATURE:



DON R. BERSCHBACK, City Attorney
Dated: July 10, 2017



CITY OF GROSSE POINTE WOODS

Office of the Treasurer/Comptroller

Memorandum

10B

DATE: July 12, 2017
TO: Mayor Novitke and City Council
FROM: Cathrene Behrens, Treasurer/Comptroller
SUBJECT: BSA Purchase Order Software Module

RECEIVED
JUL 13 2017
CITY OF GROSSE PTE. WOODS

I have been researching the implementation of the BSA Purchase Order Software module for the City in an effort to increase efficiencies, streamline some paperwork and maintain clear levels of purchasing controls for City Departments. Some of the benefits this product will offer to my department, as well as City Department Heads include: enabling City Departments to input purchase orders requests for approval electronically between buildings eliminating the necessity to physical obtain PO's from Finance staff; purchase order monetary limits are set in the system providing a clear path for City Department Heads to following regarding purchases which require Finance Department, City Administrator and/or City Council approval; decision-makers can approve or deny offsite through email notifications of purchase order approval requests from City Departments; all pre-encumbrance and encumbrance accounting is handled automatically providing "real-time" budgetary amounts to City Department Heads; purchase orders can not be issued on budget lines that are over-budget; change orders are easily entered, with a history of all changes easily accessible to department and finance staff; and the software module provides a section for the maintenance of "bidders" who request to be placed on City lists for future projects where bidders are easily converted within the software to vendors at a later date if utilized.

The cost of the Purchase Order module is \$5,845 with an annual maintenance fee of \$980. The annual maintenance fee would not begin until Fiscal Year 2018-19 as there is no maintenance during the first year. Implementation and training costs are budgeted at \$4,000, which will include the training of all City Department personnel responsible for purchase order management. During the Fiscal Year 2017-18 budget process, \$10,500 was budgeted in the Management Information Systems budget line 101-855-818.000, Contractual Services, for the implementation of this product. I have attached a copy of the proposal from BSA software for your review. BSA is a single source vendor for this purchase due to the City currently utilizing their products City-wide in a variety of applications.

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

Department Head Signature

Fund Certification:

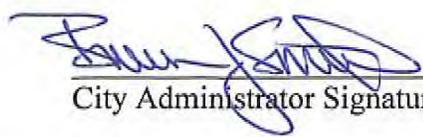
I hereby certify that unencumbered funds are available for the above purchase, and that the account number has been verified.



Treasurer/Comptroller Signature

APPROVED FOR COUNCIL CONSIDERATION:

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

 7/12/17

City Administrator Signature

Cost Summary

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

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

Applications, New Purchase

Purchase Orders .NET

\$4,845

Data Conversions

No data conversion to be performed.

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$1,000

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 1		\$1,000
Purchase Order .NET	Days: 3		\$3,000
	Total: 4	Subtotal	\$4,000

BS&A
SOFTWARE

Cost Totals

Not including Annual Service Fees

Applications	\$4,845
Project Management and Implementation Planning	\$1,000
Implementation and Training	\$4,000

Total Proposed	\$9,845
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Travel Expenses	\$480
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Grand Total (with Travel Expenses)	\$10,325
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Payment Schedule

- 1st Payment: **\$1,000** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$4,845** to be invoiced at start of training.
- 3rd Payment: **\$4,480** to be invoiced upon completion of training.

1/A

CITY OF GROSSE POINTE WOODS

PROCLAMATION

WHEREAS, **NOAH WYKES** completed all of the requirements for the Eagle Scout Award through Troop 96 of the Sunrise District Boy Scouts of America, and received his award at his Court of Honor on June 5, 2017; and

WHEREAS, Brownell Middle School, in Grosse Pointe Farms, Michigan, greatly benefited from **NOAH WYKES'** Eagle Scout Leadership Project, which was building four picnic tables to allow the students the opportunity to eat outside; and

WHEREAS, **NOAH WYKES** has the loving support of his parents, Steven and Kristen Wykes; and

WHEREAS, in addition to his participation and dedication to the Boy Scouts, **NOAH WYKES** was also active with Kids Need Opportunities to Socialize (KNOTS), a mentoring program for special needs students at Grosse Pointe North High School; and

WHEREAS, **NOAH WYKES** has been honored as a Scholar Athlete, maintaining a Grade Point Average above 3.0, while also earning Varsity letters as a member of the Grosse Pointe North football team for four years, and the Grosse Pointe North track and field team for two years; and

WHEREAS, **NOAH WYKES** also played tuba for the Grosse Pointe North Symphony band; and

WHEREAS, in June 2017 **NOAH WYKES** graduated from Grosse Pointe North High School, and will be attending Grand Valley State University in the fall, majoring in Sports Medicine, with a minor in Special Education.

NOW, THEREFORE, I, **ROBERT E. NOVITKE**, Mayor of the City of Grosse Pointe Woods, Michigan, hereby commend **NOAH WYKES** for his laudable achievements and do extend the best wishes of the City Council and the citizens of the City of Grosse Pointe Woods in all his future endeavors.

Mayor Robert E. Novitke
July 17, 2017

