

**CITY OF GROSSE POINTE WOODS**  
**20025 Mack Plaza**  
**City Council Meeting Agenda**  
**Monday, September 18, 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. MINUTES
  - A. Council 09/11/17
  - B. Committee-of-the-Whole 09/11/17 with recommendation:
    1. Capital Improvement Projects
  - C. Senior Citizens' Commission 01/17/17, 07/18/17 with recommendation:
    1. Appointment (Mayoral)
      - a. Thomas Isett – Biographical Sketch
  - D. Senior Citizens' Commission Excerpt 09/09/17 with recommendations:
    1. Senior Expo Expenses
      - a. Table Rental and Advertisement
      - b. Printing
  
7. PUBLIC HEARING
  - A. Fence Variance: Samuel Randazzo, 20155 Morningside
    1. Council Excerpt 08/21/17
    2. Letter 09/05/17 – City Attorney
    3. Letter 08/04/17 – A. Urbani
    4. Application for Fence 07/27/17
    5. Photos (3)
    6. Certificate of Survey 05/12/83
    7. Diagram 07/28/17
    8. Memo 08/10/17 – Building Official
    9. Photos (9)
    10. Memo 08/09/17 – Director of Public Services
    11. Affidavit of Property Owners Notified
    12. Public Hearing Notice 09/08/17
    13. Aerial Views (2)
  
8. COMMUNICATIONS
  - A. The Rivers Water Bill Agreement
    1. Memo 09/17/17, w/attachments – Treasurer/Comptroller
    2. Letter 08/30/17 – City Attorney

- B. Community Center Room and Cook School House Rental Fee
    - 1. Memo 08/17/17, w/attachments – Director of Public Works, Recreation Supervisor
  - C. Lake Front Park Marina Fees
    - 1. Memo 08/17/17, w/attachments – Director of Public Works, Recreation Supervisor
  - D. Monthly Financial Report – August 2017
9. BIDS/PROPOSALS/  
CONTRACTS
- A. Proposal: Grosse Pointe Woods Public Safety Improvements
    - 1. Memo 09/12/17 – City Administrator
    - 2. Letter 08/22/17 – City Engineer
  - B. Copier Lease – City Clerk’s Department
    - 1. Memo 09/11/17 – City Clerk
    - 2. Memo 09/11/17 – Information Technology Manager
    - 3. Current System vs. Proposed System Operating Costs
    - 4. Proposal – Prime Office Innovations
    - 5. Agreement – Prime Office Innovations
  - C. Contract: Plumbing/Mechanical Inspector
    - 1. Memo 09/05/17, with attachments – Building Official
    - 2. Proposed Agreement – Ronald Supal
10. CLAIMS/ACCOUNTS
- A. Labor Attorney
    - 1. Keller Thoma Invoice 112737 09/01/17
    - 2. Keller Thoma Invoice 112825 09/01/17
11. NEW BUSINESS/PUBLIC COMMENT
12. ADJOURNMENT

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

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

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

<p><b>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</b></p>
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COUNCIL  
09-11-17 - 136

MINUTES OF THE RESCHEDULED CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, SEPTEMBER 11, 2017, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:36 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke  
Council members: Bryant, Granger, Ketels, Koester, McConaghy, Shetler  
Absent: None

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

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

The following Commission member was in attendance:

George McMullen, Local Officers Compensation Commission/Board of Canvassers

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

Motion carried by the following vote:

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

The Mayor spoke in remembrance of the tragic events resulting from the attacks on the United States on September 11, 2001, and all shared a moment of silence and reflection.

A presentation was made and congratulations given to the 2017 Great Lakes Regional Champions.

Motion by McConaghy, seconded by Granger, regarding **appointment – Deputy Treasurer/Comptroller**, that the City Council concur with the Treasurer/Comptroller's appointment of Shawn Murphy to the position of Deputy Treasurer/Comptroller in the City of Grosse Pointe Woods, effective immediately.

Motion carried by the following vote:

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

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

1. City Council Minutes dated August 21, 2017.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **Department of Public Safety (Canfield Equipment)/Budget Amendment**, that the City Council approve a budget amendment within the FY 2017/18 budget in the amount of \$1,211.12, funds to be taken from Fund Balance Account No. 640-000-395.000, and transferred into Account No. 640-852-977.349, payable to Canfield Equipment Service, Inc. for the installation of seven Brother Printers and a gun rack into Public Safety vehicles.

Motion carried by the following vote:

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



Motion by McConaghy, seconded by Bryant, regarding **Department of Public Safety (Motor Vehicles)/Budget Amendment**, that the City Council approve a budget amendment in the amount of \$37,018.00 from prior fund balance Account No. 640-000-395.000 into Equipment-Public Safety Account No. 640-852-977.349 to cover payment of three leased 2016 Ford Explorer Police Interceptors.

Motion carried by the following vote:

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

Motion by Koester, seconded by McConaghy, regarding **Grosse Pointe Farms Provencal Road Services/Budget Amendment**, that the City Council approve a budget amendment in the amount of \$36,021.00, funds to be taken from the prior fund balance Account No. 226-000-395.000 into Contractual Services Account No. 226-528-818.000.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler, regarding **purchase: Prep Radios – Department of Public Safety**, that the City Council approve the purchase of five (5) new prep radios from Motorola Solutions, Inc. at a cost not to exceed \$19,655.00, funds to be taken from Radio Maintenance-Public Safety Account No. 101-305-851.000.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding **Grant: DTE Energy Foundation Tree Planting/Transfer Funds**, that the City Council approve the Michigan Department of Natural Resources DTE Energy Foundation Tree Planting Grant Program Grant

Agreement at a total cost not to exceed \$6,000.00 with a reimbursement from grant proceeds in the amount of \$3,000.00, to authorize the City Administrator to sign the Grant Agreement; and, to approve a budget transfer in the amount of \$6,000.00 from the General Fund fund balance Account No. 101-000-699.000 into the Municipal Improvement-Tree Purchases Account No. 401-902-9077.401.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Bryant, regarding **proposal: 2017 Capital Improvement Projects/Budget Amendment**, that the City Council approve the Architecture and Engineering (design) proposal for the City-Wide Roof Improvements from Anderson, Eckstein & Westrick dated August 29, 2017, in a total amount not to exceed \$62,000.00, authorize the City Administrator to sign said proposal, and approve a budget amendment from Prior Fund Balance Account No. 101-000-395.000 into Capital Improvement Public Works Account No. 420-902-977.103 in the amount of \$62,000.00.

Motion carried by the following vote:

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

Motion by Granger, seconded by Bryant, regarding **Great Lakes Water Authority (GLWA) Pass-Through Water Rate Resolution**, that the City Council adopt the proposed resolution as submitted.

Motion carried by the following vote:

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

Motion by Shetler, seconded by McConaghy, regarding **Second Reading: An Ordinance Adopting, Enacting, and Recodifying the City Code for the City of Grosse Pointe**

**Woods, Michigan; Providing for the Manner of Amending the Code; Providing For A Penalty for the Violation thereof, and Providing When the Code and This Ordinance Shall Become Effective**, that the City Council approve this proposed ordinance as presented making it effective 20 days after its enactment, and to direct the City Clerk to publish a notice of final adoption.

Motion carried by the following vote:

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

Motion by Ketels, seconded by Granger, regarding **First Reading: An Ordinance to Amend Chapter 44 Utilities, Division 4 Rates and Costs, Sec 44-144(b) to Provide Due Dates for the Bimonthly Water and Sewage Bills**, that the City Council concur with the amendment of this ordinance, to set a date of October 2, 2017, for a second reading and final adoption, and to publish same by title in the Grosse Pointe News.

Motion carried by the following vote:

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

Motion by Granger, seconded by Shetler, regarding **Grosse Pointe Farms (Radio Maintenance)**, that the City Council approve the following invoice dated August 7, 2017:

1. City of Grosse Pointe Farms Invoice No. 3031 - \$16,535.21.

Motion carried by the following vote:

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

Motion by Koester, seconded by Granger, **Grosse Pointe Shores (Colonial Road Municipal Services)/Budget Transfer**, that the City Council approve the following

invoice dated August 30, 2017, and a budget transfer from Account No. 226-000-395.000 into Account No. 226-528-818.000 in the amount of \$12,725.00 as presented:

1. City of Grosse Pointe Shores Invoice dated 08/30/17 - \$12,725.00.

The City Administrator was asked to look at this Agreement in addition to the Agreement providing services to Provencal addressing additional information including cost savings and timing.

Motion carried by the following vote:

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

Motion by Bryant, seconded by McConaghy, regarding **Wayne County Appraisal LLC**, that the City Council approve the following invoice dated August 11, 2017:

1. Wayne County Appraisal LLC 08/11/17 - \$180.00.

Motion carried by the following vote:

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

Motion by McConaghy, seconded by Koester, regarding **City Attorneys**, that the City Council approve the following statements dated August 31, 2017:

1. City Attorney Don R. Berschback - \$3,952.50;
2. City Attorney Charles T. Berschback - \$9,200.00.

Motion carried by the following vote:

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

Hearing no objections, the following item was heard under New Business:

- The sale of the City Ambulance was addressed at the Committee-of-the-Whole meeting earlier this evening. The Director of Public Safety recommends selling the ambulance to the City of Utica for \$35,000.00.

Motion by Shetler, seconded by Bryant, regarding sale of the City ambulance, that the City Council approve the sale of the ambulance to the City of Utica in the amount of \$35,000.00 as outlined by the City Administrator, said transaction to be completed within 30 days.

Motion carried by the following vote:

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

The following individual was heard under Public Comment:

- George McMullen spoke in recognition of Kathy Ryan's retirement from the Grosse Pointe News.

Motion by Granger, seconded by Koester, to adjourn tonight's meeting at 8:06 p.m.  
PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor



MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, SEPTEMBER 11, 2017, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

- PRESENT: Mayor Novitke  
Council Members Bryant, Granger, Ketels, Koester, McConaghy, Shetler
- ABSENT: None
- ALSO PRESENT: City Administrator Smith  
City Attorney Don Berschback  
Treasurer/Comptroller Behrens  
City Clerk Hathaway  
Director of Public Services Schulte  
Director of Public Safety Kosanke

Also in attendance, Lyle E. Winn and Scott Lockwood from Anderson, Eckstein & Westrick

Mayor Novitke called the meeting to order at 7:01 p.m.

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

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

The first item discussed was regarding **Capital Improvement Projects**. A brief overview was provided regarding the Capital Improvement Projects and City Engineering fees.

Motion by Granger, seconded by McConaghy, that the Committee-of-the-Whole recommend the City Council approve an amount not to exceed \$62,000.00 payable to Anderson, Eckstein & Westrick for professional architecture and engineering services for the Capital Improvement Projects as proposed.

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

The next item discussed was regarding the **sale of the City ambulance**. The City Administrator provided an overview. He stated the ambulance is eight years old and no

longer being used since contracting with Medstar. The ambulance and apparatus are aging and reducing in value. A dealer valued the ambulance at \$35,000.00, and the City of Utica has submitted a Letter of Intent to purchase the vehicle. Director Kosanke also stated that space being taken up by the ambulance in the parking bay, which is needed for other purposes.

Motion by Granger, seconded by Ketels, regarding sale of the City ambulance, that the Committee-of-the-Whole recommend that City Council approve the sale of the ambulance to the City of Utica in the amount of \$35,000.00.

Motion carried by the following vote:

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

Motion by Bryant, seconded by Shetler that sale of City ambulance be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

Next, **bids for solid waste and disposal collection** was discussed. The Chair stated the bid specifications were prepared providing for the same manner of solid waste and disposal collection currently in existence, with an alternative for the use of containers and a truck arm. Mr. Winn stated that the alternative bid calls for the use of two 64-gallon containers to be provided by the contractor, one for trash and one for recycling. The intent is to bid with a five-year base and option to extend for an additional five years. The schedule is set on a four-day pick-up schedule rather than the current five days. The City will be able to choose the color of the carts. The current contract expires on December 31, 2017.

Hearing no objections, the following was discussed under New Business:

- Fall tree planting and \$3,000.00 DTE Tree Grant.

Chair recessed the meeting at 7:30 p.m., and reconvened at 8:10 p.m.

The Treasurer/Comptroller discussed water billing at the Rivers and distributed the City Attorney's letter dated August 30, 2017, and three invoices. Administration has been working with Rich Levin to resolve water bill discrepancies totaling approximately \$70,000.00. On one of the three invoices, when it was discovered a high-flow meter was inadvertently installed, Badger Meter provided a conversion factor to calculate the true rate, which reduced the bill from approximately \$40,000 to \$4,000. She explained when The Rivers installed final meters in the system, they were to meter a sprinkler unit. A work order was submitted but inadvertently not entered into the billing system by



mistake. Billing rate errors and water usage played a part in the cost of this bill. The 2" meter head should have been billed at a 4" meter head.

The Treasurer/Comptroller recalculated the bills using the 4" meter head rate, and Mr. Levin has agreed to pay invoices in the amounts of \$10,298.00, \$352.59, and \$8,082.15; for a total settlement in the amount of \$18,732.74. He is requesting to pay off the water bills over a six-month period. The Treasurer/Comptroller confirmed the \$18,732 is the proper amount and Mr. Levin agreed to pay over a three-month period. There was a consensus of the Committee to place this on the September 18, 2017, Council agenda. The Treasurer/Comptroller stated new protocols have been implemented to ensure checks and balances.

Motion by Granger, seconded by Bryant, that the River's water bills be removed from the Committee-of-the-Whole.

Motion carried by the following vote:

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

- There was a brief discussion regarding legacy property at the old Liggett.

Motion by Bryant, seconded by Granger, that the meeting of the Committee-of-the-Whole be adjourned at 8:25 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

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Lisa Kay Hathaway  
City Clerk

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Robert E. Novitke  
Mayor

Approved by Commission

9/9/17

CC

Senior Citizens' Commission  
JANUARY 17, 2017

**MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, JANUARY 17, 2017 IN THE LAKE ROOM OF THE COMMUNITY CENTER, 20025 MACK PLAZA DRIVE, GROSSE POINTE WOODS, MI 48236**

**CALL TO ORDER:**

Chairperson Strek called the meeting to order at 7:00 p.m.

**ROLL CALL:**

Commission Members: Beeby, Maier, Strek, Thornton, Uhlig-Johnstone, Wehrmann, Witt  
Also in Attendance: Todd McConaghy  
Absent: Gattari, Motschall

**APPROVAL OF MINUTES:**

**Motion by Maier, seconded by Witt, to approve the minutes for the Senior Citizens' Commission meeting held November 15, 2016. Said motion passed unanimously.**

**CHAIRPERSON'S REPORT:** Strek requested confirmation from McConaghy that the resignation of Rebecca Palen and Mary Hyduk was approved at the City Council meeting on November 21, 2016. McConaghy confirmed and informed the Commission to proceed in fulfilling the two vacancies. Strek discussed the need to create a subcommittee for creating a brochure about the Commission. At the next meeting, the Commission will determine subcommittees for creating a brochure and the 2017 Ice Cream Social. Strek reported receiving a thank you letter from Kathleen Norris, thanking the Commission for their gift to the Holiday Social and noted that the Commission was mentioned as a contributor to the event.

**COUNCIL REPRESENTATIVE REPORT:** McConaghy provided an update from the Grosse Pointe Woods Senior Coordinator, Kathleen Norris:

- The Afternoon Lunch & Movie held today had approximately 17 attendees. Upcoming Afternoon Lunch and Movies held at the Community Center include *Florence Foster Jenkins* on Tuesday, February 21, 2017 and *Sully* on Tuesday, March 21, 2017.
- Upcoming trips scheduled are Swan Lake at Macomb Center on Saturday, January 21, 2017 and MotorCity Casino on Thursday, February 23, 2017.
- Crafty Afternoons, which is held on the second Wednesday of each month, has been successful.
- Wii bowling started on January 5<sup>th</sup> and will be held every Thursday.
- Senior Cards continues to be held on Mondays at noon.
- The Holiday Social held on December 2, 2016 was a sellout.

McConaghy reported that the council is currently working on the budget for the fiscal year.

**COMMUNITY REPRESENTATIVE REPORT:** No report.

**TREASURE'S REPORT:** Wehrmann reported the Carry-Forward Budget Balance as of December 31, 2016 is \$6,111.47. See attached Treasurer's Report.

**Motioned by Wehrmann, seconded by Witt, to immediately certify that the Senior Citizens' Commission hereby requests City Council to approve a budget request of \$3500.00 for the coming fiscal year. Said motion passed unanimously.**

**SOC REPORT:** Uhlig-Johstone reported free Tax Preparation will be held at SOC on every Thursday from February 2<sup>nd</sup> through April 13<sup>th</sup>, 2017. Contact SOC to schedule an appointment. Starting in April, SOC will begin its strategic planning, which includes a community needs assessment and a possible rebranding.

**NEW BUSINESS:** Strek provided a biographical Sketch for Grosse Pointe Woods resident, Carol Piper. Thornton indicated Piper was unable to attend today's meeting; however, is still interested in participating on the Commission.

**Motion by Maier, seconded by Witt, that the Biographical Sketch for Carol Piper be submitted to City Council for approval by the Mayor. Said motion passed unanimously.**

Strek asked Thornton if prospective candidate, Kyle Thornton has completed a Biographical Sketch. Thornton reported that due to accepting a new job, Kyle Thornton is unable to commit at this time. Strek encouraged Commission members to seek out prospective candidates who might be interested in serving on the Senior Citizens' Commission.

**OLD BUSINESS:** Strek reported he will plan to attend the upcoming seminar by Jonathan O'Hara from A.H. Peters Funeral Home, which will be held at Blossom Heath in St. Clair Shores to obtain a better understanding of the Funeral Planning Seminar. Discussion continued resulted with the conclusion being that in order to prevent the appearance of endorsing a private business, it may be best to plan a forum which includes various professionals to speak in regards to End of Life Planning. A brief discussion was held regarding the possibly of changing the venue of the 2017 Senior Picnic.

**ADJOURNMENT:**

**Motion by Maier, seconded by Witt, that the meeting adjourn at 7:42 p.m. Said motion passed.**

Respectfully submitted,  
Heidi Uhlig-Johnstone  
SOC Representative



RECEIVED

JUL 28 2017

Approved by  
Commission  
9/9/17

CITY OF GROSSE PTE. WOODS

SENIOR CITIZENS' COMMISSION  
July 18, 2017

MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, JULY 18, 2017 IN THE LAKE ROOM OF THE COMMUNITY CENTER, 20025 MACK PLAZA DRIVE, GROSSE POINTE WOODS, MI 48236

**CALL TO ORDER:**

Mark Strek, Chairperson called the meeting to order at 7:00 p.m.

**ROLL CALL:**

Commission Members: Beeby, Motschall, Strek, Thornton, Uhlig-Johnstone, Wehrmann

Also in Attendance: McConaghy, Thomas Isett, Margaret

Absent: Maier, Witt

**APPROVAL OF MINUTES:**

**Motion by Motschall, seconded by Wehrmann, to approve the minutes for the Senior Citizens' Commission meeting held May 17, 2017. Said motion passed unanimously.**

**CHAIRPERSON REPORT:**

Strek introduced Thomas Isett. Isett gave a brief background on his work in senior health care. He has completed his Biographical Sketch. Strek is his sponsor.

**Motioned by Strek, seconded by Motshall, that Thomas Isett be considered to serve on the Senior Citizens' Commission. Said motion passed unanimously.**

Strek reported that Heartland Grosse Pointe expressed interest in sponsoring an event for the commission.

Strek indicated that communication improvements to include all members in e-mail communications to ensure timely response has improved since the last meeting and corrected itself.

Strek provided a handout about the new community resource, Wilson Center. The Wilson Center is a Senior Assessment Center, which provides of variety of assessments, such as: cognitive impairment, fall/balance risk, and an independent driving simulator. The center is open to the community and individuals do not have to be associated with St. John's Providence Hospital. Representatives from the Wilson Center were invited to attend the meeting to speak; however, they were unable to attend the meeting.

Witt has taken the role of the chair for the Senior Picnic on Saturday, September 9, 2017 at 11:00 am. National Coney Island has been contacted and Wally's Ice Cream Truck has been reserved for the event. Beeby indicated that Sunrise will sponsor Wally's Ice Cream Truck. Wehrmann noted that door prizes are needed and help is needed for Kathleen Norris to transport supplies to and from the Lake Front Park.

**Motion by Strek, seconded by Uhlig-Johnstone, to immediately certify that the Senior Citizens' Commission hereby request City Council to approve an amount up to \$1,000 for expenses related to the Senior Picnic to be held at Lake Front Park on September 9, 2017. Said motion passed unanimously.**



#### **COUNCIL REPRESENTATIVE REPORT:**

McConaghy reported the council continues to review the municipal repairs. Residents may start seeing municipal repairs being done within the next month.

#### **COMMUNITY REPRESENTATIVE REPORT:**

Wehrmann provided the following Senior Programs update from Kathleen Norris, Senior Coordinator:

- Lunch and A Movie: In July, the movie "La La Land" was shown and it was sold out. "Hidden Figures" will be shown in August, which is almost sold out. The movie, "Lion", is scheduled for September.
- Monthly Senior Trips – In June, 25 people went on a Clinton River Lunch Cruise, and in July there were about 25 people on a trip to the Plymouth Art in the Park. In August, a trip has been planned to the Motor City Casino and a Tigers' Baseball Game. In September Trip has been planned to go to the Gilmore Car Museum near Kalamazoo.
- Crafty Afternoon – Minion Planters for the garden were made in June. In July participants made button bracelets. There were about 8 participants in each class. In August, participants will make T-Shirt Scarves and in September participants will make Paper Beads.
- Monday Seniors Cards usually has around 50 – 60 people every week.

#### **TREASURER'S REPORT:**

Wehrmann reported the Carry-Forward Budget Balance as of May 1, 2017 is \$6,111.47. The Council-Approved General Fund carries a balance of \$2,229.43. The end of budget year is \$1,992.54. City Council renewed \$3,500.00 for annual budget. Wehrmann also informed the commission the application for the Senior Expo Event held in October was received. In previous years, the commission paid for an Ad and reserved a table at the event for \$165. Strek suggested that extra funds should be added toward the expenditures for Senior Expo to include marketing materials to create a brochure for the event. Expenditures for the upcoming Senior Expo Event will be discussed at the Commission's next scheduled meeting in September.

#### **S.O.C. REPORT:**

Uhlig-Johnstone reported that S.O.C has partnered with Full Circle Foundation and Beaumont Hospital to offer a Farmers Market every Tuesday through September from 11:00 to 12:30 pm. Cost is \$5 per bag. Senior Fun Day will be held on Thursday, August 10<sup>th</sup> from 9:30 to 2:30 pm at the Grosse Pointe Yacht Club. The event is currently sold out. Senior Expo will be held on Thursday, October 5<sup>th</sup> at Assumption Cultural Center. SOC Annual Auction Gala will be held at the Grosse Pointe War Memorial on Thursday, October 12<sup>th</sup>.

#### **NEW BUSINESS:**

Strek mentioned a Biographical Sketch was received from Dr. David Dieter. Dieter was unable to attend the July meeting. Uhlig-Johnstone will invite Dieter to the scheduled meeting in September.

Margaret expressed concerns about the Commission not endorsing AH Peters Funeral Home, but choosing to promote the Van Elslander Neuroscience Center. McConaghy provided clarification that AH Peters Funeral Home expressed interest in sponsoring a funeral planning seminar for area seniors. Discussion among the commission concluded that in order to prevent the appearance of endorsing a

private business, it is best to present a panel of several different speakers from local businesses, to present a seminar/Forum about end of life planning. Strek clarified that the commission was not endorsing the Van Elslander Neuroscience Center, but informing the commission of a new community resource that will be opening soon.

Margaret suggested that the Commission make improvements in getting information out to seniors. Margaret also recommended the Commission should reach out to local news outlets. Strek reported the Commission continues to discuss the best ways the Commission can reach area residents. Discussion ensured the Commission currently promotes upcoming events in the Grosse Pointe Woods Update.

**OLD BUSINESS:**

Strek confirmed that Ann Marie Gattari's resignation was submitted to Mayor Novitke. Currently, there are three vacancies on the Commission.

Strek reported Witt submitted the March 2017 minutes to Lisa Hathaway, City Clerk of Grosse Pointe Woods.

Strek discussed the need for a brochure about the Senior Commission and its purpose to be handed out at the upcoming Senior Expo Event in October. Beeby recommended contacting former commission member Gattari to gather flyer used at the October 2016 Senior Expo Event. Brochure subcommittee will be discussed at the Commission's next scheduled meeting in September.

Margaret requested clarification from McConaghy about the determination of a quorum. Discussion determined that the quorum is based on how many actual members are currently on the Senior Commission.

**ADJOURNMENT:**

Motion by Wehrmann, seconded by Beeby, to adjourn the meeting at 7:35 pm. Said motion passed unanimously.

Respectfully submitted,  
Heidi Uhlig-Johnstone  
S.O.C Representative



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

RECEIVED

JUL 31 2017

CITY OF GROSSE PTE. WOODS

## BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

<input type="checkbox"/> Beautification Commission	<input type="checkbox"/> Building Authority
<input type="checkbox"/> Board of Review	<input type="checkbox"/> Community Tree Commission
<input type="checkbox"/> Citizens' Recreation Commission	<input type="checkbox"/> Downspout Board of Appeals
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Community Events Committee	<input type="checkbox"/> Mack Avenue Business Study Committee
<input type="checkbox"/> Local Officers' Compensation Commission	<input type="checkbox"/> Planning Commission
<input type="checkbox"/> Pension Board	<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Senior Citizens' Commission	

NAME: THOMAS ISETT

ADDRESS: 46309 JASMINE CT.

TELEPHONE: Home: 586-329-1950 Office: 586-690-7500

E-Mail: tom.isett@comcast.net

OCCUPATION: IN HOME HEALTH CARE / SENIOR PLACEMENT

# OF YEARS RESIDENT OF GROSSE POINTE WOODS: —

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

ADVOCATE AND RESOURCE FOR SENIOR CARE AND SVCS.

EDUCATION: BSBA

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: ROTARY, MARTHA T BERRY FOUNDATION, SCLERODERMA FOUNDATION - ~~ADULTS~~

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: YEARS OF EXP. PROVIDING SERVICES AND DIRECTION TO FAMILIES

Signature of sponsor

Signature of applicant

Date: 5/16/17

Return to Clerk's Office

NOTE: Biographical sketches will be retained on file for one year. Please resubmit a new form after that time.





Senior Citizens' Commission Excerpt  
September 9, 2017

**Motioned by Wehrmann, seconded by Beeby, to immediately certify that the Senior Citizens' Commission hereby request City Council to approve an amount of \$165 for the expenses related to the table rental and advertisement for the Senior Expo Event held on Thursday, October 5, 2017. Said motion passed unanimously.**

**Motioned by Strek, seconded by Wehrmann, to immediately certify that the Senior Citizens' Commission hereby request City Council to approve to spend up to \$250 for printing costs toward an informational handout about the Senior Commission. Said motion passed unanimously.**

THE MEETING WAS THEREUPON OPENED AT 7:41 P.M. FOR A PUBLIC HEARING IN ACCORDANCE WITH CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX, FENCES, TO HEAR THE APPLICATION OF SAMUEL RANDAZZO, 20155 MORNINGSIDE, GROSSE POINTE WOODS, WHO IS SEEKING VARIANCE APPROVALS FOR A 6' SOLID VINYL PRIVACY FENCE ALONG THE SIDE AND REAR LOT LINES, WHICH REQUEST IS NONCOMPLIANT WITH SECTIONS 8-279(1), 8-281, AND 8-282(1) OF THE CITY CODE, AND THEREFORE VARIANCES ARE REQUIRED.

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

1. Letter 08/04/17 – A. Urbani;
2. Application for Fence 07/27/17;
3. Photo;
4. Certificate of Survey 05/12/83;
5. Diagram 07/28/17;
6. Memo 08/10/17 – Building Official;
7. Photos (9);
8. Memo 08/09/17 – Director of Public Services;
9. Affidavit of Property Owners Notified;
10. Aerial Views (2).

Motion carried by the following vote:

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

The Building Official provided an overview of the Petitioner's request as identified in his memo dated August 10, 2017. The Building Official confirmed that three variances are required.

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

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. The following individual was heard:

Michael Bowman  
651 S. Oxford

Motion by Granger, seconded by Koester, that the public hearing be closed at 7:47 p.m.  
PASSED UNANIMOUSLY.

Motion by Koester, seconded by Ketels, regarding Public Hearing: Fence Variance – Samuel Randazzao, 20155 Morningside, who is requesting to retain the already installed 6' solid vinyl privacy fencing along the side and rear lot lines at his property, that the City Council deny the variance requests as the plight of the owner was self-created when the fence was installed without a permit or proper approvals.

Motion by Koester, seconded by Ketels, to amend the previous motion by inserting, "and no special circumstances exist."

Motion carried by the following vote:

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

No: None

Absent: Bryant

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

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

OF COUNSEL  
CHARLES T. BERSCHBACK

September 5, 2017

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

RE: 6 Foot Fence at 20155 Morningside Drive, Grosse Pointe Woods, MI 48236  
Applicants: Mr. and Mrs. Samuel A. Randazzo

Dear Honorable Mayor and Council:

All of you will recall the Council meeting held on August 21, 2017. During that meeting an agenda item included a public hearing on the above captioned property regarding a variance request by the homeowner. Under the protocol, the public meeting was opened and closed and a motion was eventually made to deny the request of the applicant. Those motions passed.

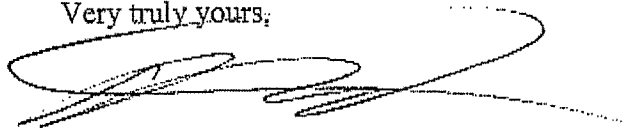
My office had subsequent investigation of the circumstances surrounding the notice requirements for that public hearing. In effect, the Clerk's office did provide the requisite notice under the Public Hearing Rules to the contiguous homeowners, including the applicant. However, in this specific case, there was verbal and face-to-face contact with the attorney for the homeowner as well as written correspondence from him dated August 4, 2017 regarding the variance request. In effect, I am treating his written correspondence as "a formal appearance".

It is my position that based on the specific circumstances that I have investigated that a "second public hearing" be scheduled for Monday, September 18, 2017. Obviously this would be within the auspices of the Mayor who sets the agenda for those meetings.

I am sending a letter to the City Clerk for the purpose of providing notice to the contiguous homeowners and the applicant and notice to Anthony Urbani, II as attorney for the applicant. At that hearing we will follow the protocol of public hearings. They will not be a necessity for the applicant to reapply and/or provide any additional fees.

If anyone has any questions, please feel free to contact me.

Very truly yours;



DON R. BERSCHBACK

DRB:gmr

cc: City Clerk  
Charles T. Berschback



# URBANI & MARSHALL, P.C.

ATTORNEYS AND COUNSELORS AT LAW  
42500 HAYES, SUITE 100  
CLINTON TOWNSHIP, MICHIGAN 48038

FACSIMILE (586) 649-7883  
TELEPHONE (586) 649-7712

GAETON URBANI  
(1906 - 1988)

OF COUNSEL  
MARK J. C. TORRICE

ANTHONY URBANI, II  
ELAINE E. MARSHALL  
ANNMARIE R. THURSAM

August 4, 2017

RE: 6ft fence at 20155 Morningside Dr., GPW, MI 48236

To whom it may concern:

I represent Mr. and Mrs. Samuel A. Randazzo who reside at 20155 Morningside Drive, Grosse Pointe Woods, MI 48236.

The Randazzo's have had a 6ft rear and side yard wood stockade fence erected on their property for over the past 20 years. In fact, the original wood fence also needed to be replaced approximately 10 years ago because of decay and unsightliness. A new stockade fence of the same wood material and 6ft height was installed in the same location.

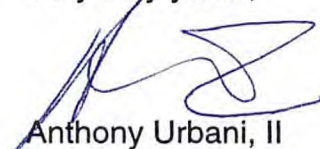
Unfortunately, the wood material has once again decayed throughout the years causing the wood to rot, which not only become an eye sore, but was also in an unsafe and hazardous condition.

Fortunately, the Randazzo's were able to recently erect a new 6ft vinyl fence requiring little to no maintenance, that was more appealing, safer and has a much greater life expectancy.

However, my clients have received a violation notice that said fence does not comply with the new city ordinance. I say a portion, because upon information and belief, a 6ft fence is permitted on their boundary line along Morningside under the new ordinance.

The contiguous neighbors have agreed to said fence and we are submitting the appeal hoping that it will be granted based on the abovementioned facts and circumstances and in avoidance of the undue hardship to dismantle and replace the improved 6ft vinyl fence on my client's property.

Very truly yours,



Anthony Urbani, II

AUII/ART  
Enclosure(s)

cc: Mr. & Mrs. Samuel Randazzo





**CITY OF GROSSE POINTE WOODS**

Building Department  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236  
313.343.2426 / building@gpwmn.us

**Application For Fence  
(Zoning Compliance Permit)**

**In Compliance With Article IX – Fences (Recent Ord Chg #871 eff 1/8/17)**

**PROVIDE:** 1) Mortgage survey/site plan with highlighted area where fence is to be placed;  
and, 2) Brochure/picture of proposed fence to be installed.

Fence Placement Address: 20155 MORNINGSIDE  
Owner's Name: SAMUEL A RANDAZZO Owner's Address: SAME  
Owner's Phone #: 313-477-7276 Owner's e-mail: JKFRUITVEG@40L.COM

Contractor: KING'S CONSTRUCTION Phone: (586) 405-6644  
Address: 17025 25 MILE ROAD e-mail: TKING6520@COMCAST.NET  
MILWAUKEE, WI 48042

Height of Fence: 6' FT Length of Fence: SEE LOCATION (ALL REAR)  
Style of Fence: VINYL SOLID

Material of Fence: Wood Metal ☒ Vinyl

Location of Fence BACK SIDE AND REAR PERIMETER (REPLACES)

By affixing my signature hereto, I certify that I am the owner or acting as the owner's agent, and I understand the regulations pertaining to the erection of a fence as described in Ordinance Sections #8-274 thru 8-284. The City of Grosse Pointe Woods does not guarantee the accuracy of the property lines as described herein, the accurate location of all property lines is the responsibility of the owner or owner agent.

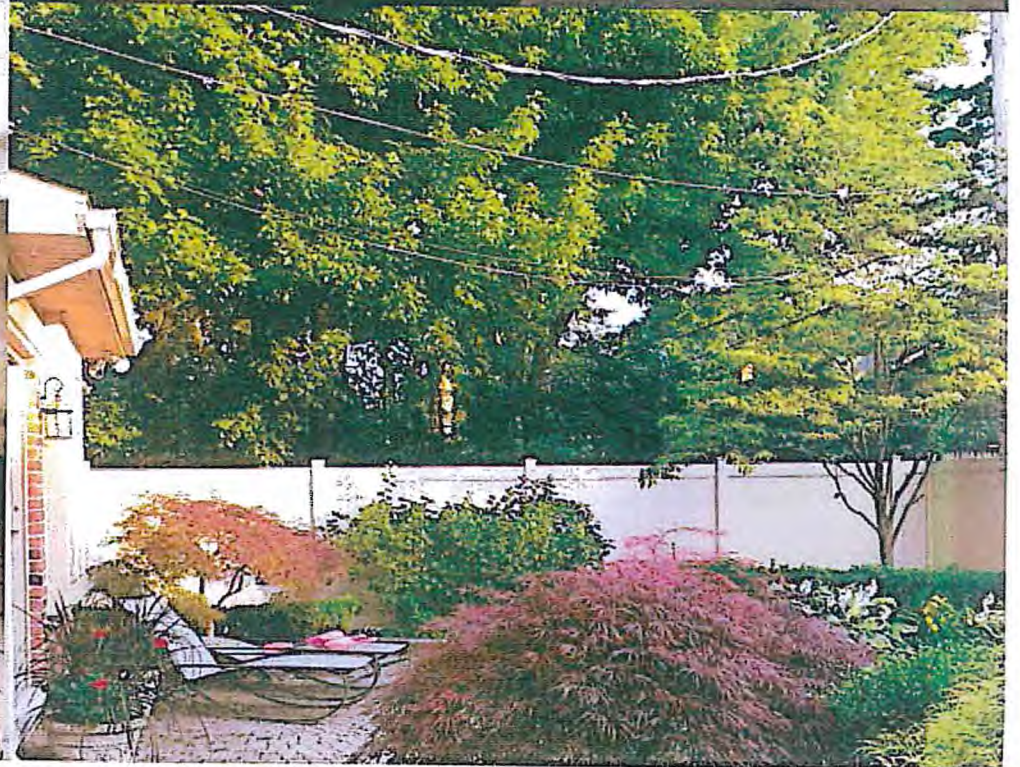
Signature of Owner or Agent Anthony Libbani II Date 7/28/17

01-08-17

Office Use Only	
Approved <u>[Signature]</u>	Denied <u>X</u>
Building Inspector's Signature	Date <u>7/31/17</u>

NORTH, WEST SIDE & REAR 6' SOLID FENCE side  
NOT ALLOWED 0-281 REAL 8-782

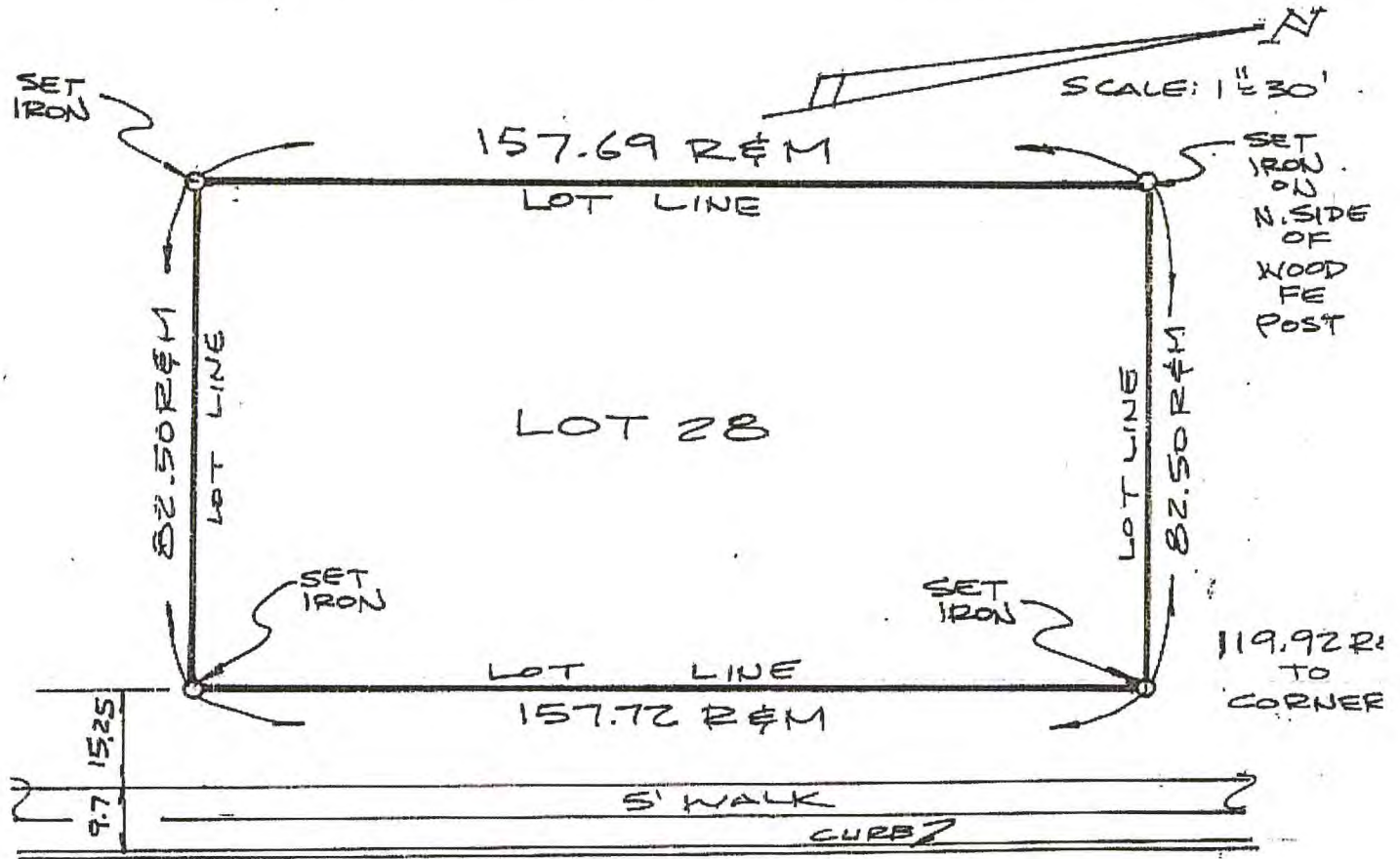






20155 Morningside

# CERTIFICATE OF SURVEY



MORNINGSIDE 75' WD.

DATE: 5-12-83 SURVEY NO: 83021 ADDRESS: 20155 MORNINGSIDE G.P.W.

LEGAL DESCRIPTION: LOT #28; "ASSESSOR'S GROSSE POINTE WOODS PLAT NO.2" Sub'n of part of P.C. 631 Village of Grosse Pointe Woods Wayne County Michigan. Rec'd. L.70 P. 10 Plats W.C.R.

RECEIVED

JUL 28 2017  
CITY OF GROSSE POINTE WOODS  
BUILDING DEPT

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



BACK OF YARD

20155 Morningside

84 inch

RECEIVED

JUL 28 2017

CITY OF GROSSE PTE. WOODS  
BUILDING DEPT

2 gates ① 46 1/2 inch gate.  
② 40 inch gate

27 ft

16 ft 0 in

Morningside

16 ft

Side gate  
40 inch

8 ft

House

Garage Area

Back of House

Sam & Janet Flandozzo

95 inch

46 1/2

Front gate



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

RECEIVED  
AUG 14 2017  
CITY OF GROSSE POINTE WOODS

**DATE:** August 10, 2017  
**TO:** Mayor & City Council  
**FROM:** Gene Tutag, Building Official *GT.*  
**SUBJECT:** 20155 Morningside, Fence Variance

---

A new 6' high solid vinyl fence was installed in the west rear (90'), north side (84'), and front yard (27') of this property without the required permit or approvals from the City. An application was subsequently filed and cannot be issued as the fence is in violation of Sections 8-279(1), 8-281 and 8-282(1) of the City's fence ordinance. A permit for the section of fence installed along Morningside (east) can and will be issued.

The applicant's property is on an interior lot on the west side of Morningside.


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

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

The applicant's attorney has provided correspondence outlining why the fence was installed; however, none of the above criteria was addressed that would justify the grant of the variances.

After review of the application and inspection of the property, it is recommended that a variance of Sections 8-279(1), 8-281 and 8-282(1) not be granted allowing for the installation of the proposed 6' solid vinyl fence along the rear and side yards as shown on the attached plans. The plight of the owner is self-created as the fence was installed without permit or approval of the City. There are no special circumstances, relative hardship, or conditions that exist that would justify the grant of his variance.

**APPROVED BY:**

  
\_\_\_\_\_  
**BRUCE SMITH, City Administrator**

*8/14/2017*  
\_\_\_\_\_  
**DATE**





20155 Morning side





DAVE WEST FROM MORNINGSIDE

20155 Morningside





NORTH FENCE





2007 5/10/07

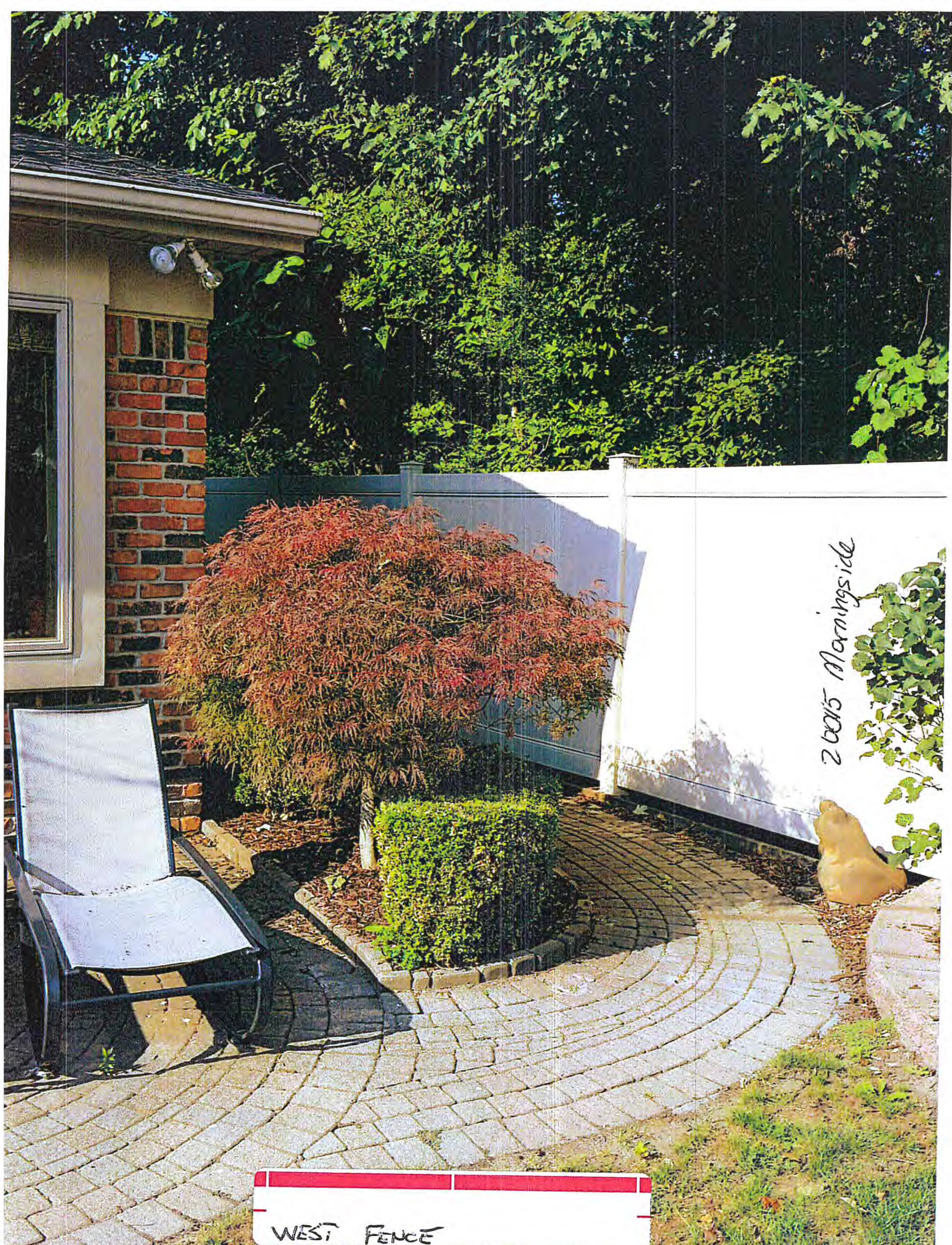
NORTH FENCE





WEST FENCE





2015 Morningside

WEST FENCE





WEST FENCE FACING SOUTH





WEST AT GARAGE

20155 Morningside





20155 morningside

EAST GATE



MEMO 17 - 36

TO: Lisa Hathaway, City Clerk  
FROM: Frank Schulte, Director of Public Services  
DATE: August 9, 2017  
SUBJECT: Variance – Fence at 20155 Morningside

RECEIVED  
AUG 10 2017  
CITY OF GROSSE PTE. WOODS

I have reviewed the application from residents Mr. & Mrs. Samuel Randazzo requesting a fence variance at 20155 Morningside. The fence variance will have no impact on the Department of Public Works or utilities.

If you have any questions please contact me.

cc Gene Tutag  
O/F

dm

## AFFIDAVIT OF PROPERTY OWNERS NOTIFIED

Re: 20155 Morningside Dr.  
Samuel Randazzo

State of Michigan )  
 ) ss.  
County of Wayne )

**I HEREBY CERTIFY that the notice of Hearing was duly mailed First Class Mail on 9-08-17 to the following property owners within a 3 foot radius of the above property in accordance with the provisions of the 2007 City Code of Grosse Pointe Woods. A Hearing fee of \$75.00 has been received with receipt # 267585.**

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

**See attached document for complete list.**

20155 Morningside Dr. - 3' Radius - Second Hearing

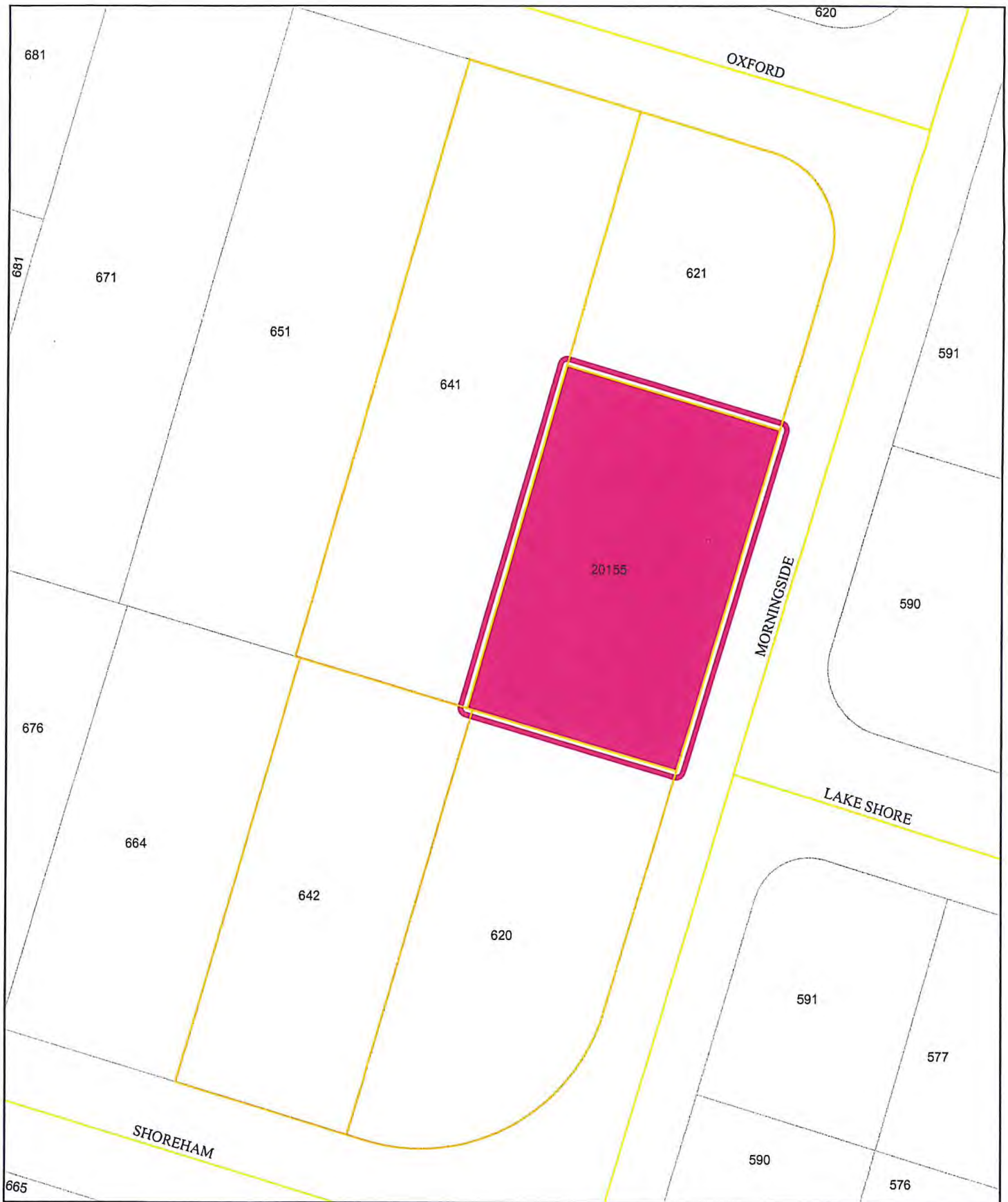
ownersname	ownersna_1	ownerstreet	ownercity	ownerstate	ownerzipco
RUSINOW THOMAS L		641 S OXFORD RD	GROSSE POINTE WOODS	MI	48236
VENDITTI ANTHONY D	VENDITTI MARGARET A	621 S OXFORD RD	GROSSE POINTE WOODS	MI	48236
RANDAZZO SAMUEL A	RANDAZZO JANET L	20155 MORNINGSIDE DR	GROSSE POINTE WOODS	MI	48236
GLAESER JOHN HERBERT		642 SHOREHAM RD	GROSSE POINTE WOODS	MI	48236
DOBBS KURT		620 SHOREHAM RD	GROSSE POINTE WOODS	MI	48236
BOWMAN MICHAEL		651 S OXFORD RD	GROSSE POINTE WOODS	MI	48236
URBANI & MARSHALL, P.C.	ANTHONY URBANI II	4250 HAYES STE 100	CLINTON TOWNSHIP	MI	48038



## City of Grosse Pointe Woods, Michigan

**NOTICE IS HEREBY GIVEN** that in accordance with Chapter 8, Buildings and Building Regulations, Article IX, Fences of the 2007 City Code of the City of Grosse Pointe Woods, Sections 8-284(a)(2) Exceptions and 8-284(b) Public Hearing, the City Council will hold a second public hearing in the Council-Court Room of the Municipal Building, 20025 Mack Plaza, on Monday, September 18, 2017, at 7:30 p.m. to re-hear the request of Mr. and Mrs. Samuel A. Randazzo, 20155 Morningside Drive, Grosse Pointe Woods, MI, are seeking approval of a variances for the property located at 20155 Morningside, to permit installation of a 6' solid vinyl privacy fence along the front, side, and rear lot lines. The fence application will require variances in accordance with Sections 8-279(1) *All fences shall be constructed of open lattice work of metal, wood, vinyl or of woven wire in such a manner so that there shall be a minimum of two-inch openings throughout 50 percent of the length or height of the fence;* 8-281 *Rear yard fences shall be constructed to a maximum height of four feet from the property grade line;* and 8-282(1) *Side yard fences shall be constructed to a maximum height of four feet from the property grade line,* therefore variances are required. The fence application materials are open for public scrutiny. All interested parties are invited to attend.

Lisa Kay Hathaway  
City Clerk



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 WAYNE COUNTY, MI\*  
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 ANDERSON, ECKSTEIN AND WESTRICK, INC.\*  
 \*ALL RIGHTS RESERVED



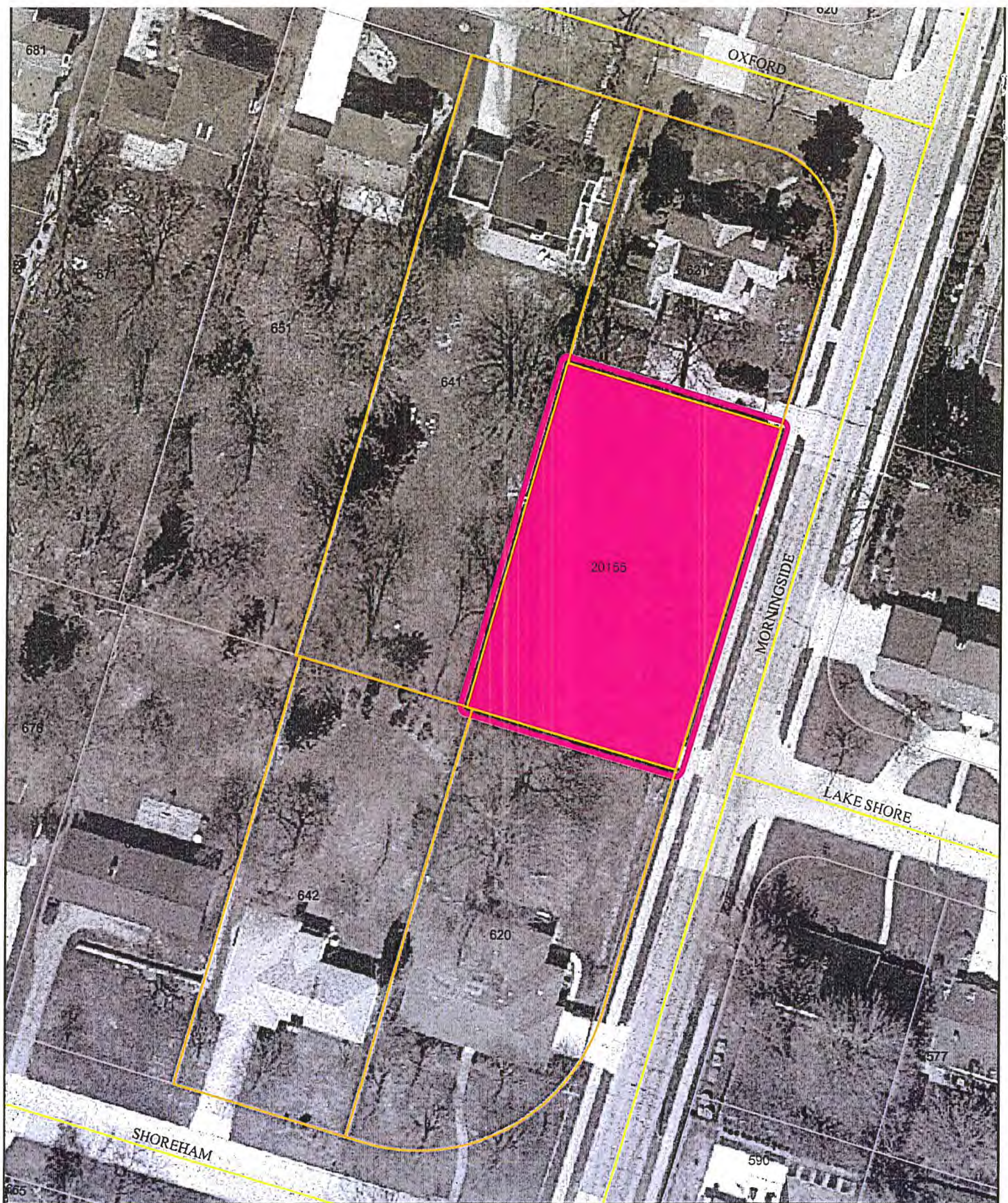
INFORMATION TECHNOLOGY DEPARTMENT  
 Geographic Information Systems (GIS) Division

Subject: 20155 Morningside Dr

Date: 8/10/2017







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THE CITY OF GROSSE POINTE WOODS, MI\*  
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INFORMATION TECHNOLOGY DEPARTMENT  
Geographic Information Systems (GIS) Division

Subject: 20155 Morningside Dr.

Date: 8/10/2017







## CITY OF GROSSE POINTE WOODS MEMORANDUM

8A

RECEIVED

SEP 12 2017

CITY OF GROSSE PTE. WOODS

**Date:** September 12, 2017

**To:** Mayor and City Council

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

**Re:** The Rivers Water Bill Agreement

Pursuant to discussion held at the Committee-of-the-Whole meeting held on September 11, 2017, I am requesting council approval of the payment agreement between the City and The Rivers Grosse Pointe for \$18,732.74 for the following three water accounts: Account # 1338202, 1339100, and 1339300. The Rivers has requested a six-month time frame in which to pay this balance with monthly payments set at \$3,122.14 and a final payment of \$3,121.64. Per an email from Richard Levin, CEO, Riverview Health, the first payment will be made within ten (10) days of final approval by City Council.

### Recommendation

I respectfully request that Council authorize the above presented agreement between the City of Grosse Pointe Woods and The Rivers allowing for a six-month time frame for payment in full.

## ATTACHMENT B-1



## City of Grosse Pointe Woods

20025 Mack Plaza  
Grosse Pointe Woods, MI 48236-2397  
(313)343-2431

Invoice No. **RIV-8202****INVOICE**

## Customer

Name The Rivers Res Club of Grosse Pte Date 8/24/2017  
Address #2 Sprinkler - West Side of Building  
City 31100 Telegraph Road, Suite 230  
Bingham Farms, MI 48025-4346 Date Due \_\_\_\_\_

Description	Unit Price	TOTAL
<b><u>Account # 1338202</u></b>		
Bi-Monthly Capital Improvement Charge billed as 2" and should have been on a 4" Meter	\$2,607.40	\$2,607.40
Bi-Monthly Commercial Meter Charge billed as 2" and should have been on a 4" Meter	\$1,768.80	\$1,768.80
Bi-Monthly Meter Charge Billed as 2" and should have been on a 4" Meter	\$5,921.80	\$5,921.80
<b>Billing Period 07/01/2015 - 5/2/2017</b>		

## Payment Details

SubTotal **\$10,298.00**

Acct. # \_\_\_\_\_

**TOTAL \$10,298.00**

CASH/CHECK ONLY \_\_\_\_\_

Office Use Only

MAKE CHECKS PAYABLE TO CITY OF GROSSE POINTE WOODS

(313)343-2432



## ATTACHMENT C-1



## City of Grosse Pointe Woods

20025 Mack Plaza  
Grosse Pointe Woods, MI 48236-2397  
(313)343-2431

Invoice No. **RIV-9100****INVOICE**

## Customer

Name The Rivers Res Club of Grosse Pte  
Address #2 Sprinkler - West Side of Building  
City 31100 Telegraph Road, Suite 230  
Bingham Farms, MI 48025-4346

Date 8/24/2017

Date Due \_\_\_\_\_

	Description	Unit Price	TOTAL
	<b><u>Account # 1339100</u></b>		
	Commercial IWC Charge 2" Meter billed as Capital Improvement Charge on 2" Meter from 6/19/014 - 5/2/2017	\$352.59	\$352.59
		SubTotal	\$352.59
		TOTAL	\$352.59

## Payment Details

Acct. # \_\_\_\_\_

CASH/CHECK ONLY \_\_\_\_\_

Office Use Only

MAKE CHECKS PAYABLE TO CITY OF GROSSE POINTE WOODS

(313)343-2432



20025 Mack Plaza  
Grosse Pointe Woods, MI 48236-2397  
(313)343-2431

**INVOICE**

Name	The Rivers Res Club of Grosse Pte
Address	#2 Sprinkler - West Side of Building
City	31100 Telegraph Road, Suite 230
	Bingham Farms, MI 48025-4346

Date Due

CASH/CHECK ONLY \_\_\_\_\_

### Office Use Only

(313)343-2432

CDW  
9/11/2017  
N.B.

CHARLES T. BERSCHBACK

ATTORNEY AT LAW

24053 EAST JEFFERSON AVENUE

ST. CLAIR SHORES, MICHIGAN 48080-1530

(586) 777-0400

FAX (586) 777-0430

blbwlaw@yahoo.com

CHARLES T. BERSCHBACK

DON R. BERSCHBACK

OF COUNSEL

August 30, 2017

VIA EMAIL ONLY

The Rivers Grosse Pointe  
ATTN: Richard L. Levin  
31000 Telegraph Rd, Ste 230  
Bingham Farms, MI 48025

RE. Grosse Pointe Woods Water Bill

Dear Rich:

This will confirm our discussion today regarding resolution of the water bill issue. I have attached invoices reflecting the agreed upon amount of \$18,732.74. We agreed (subject to Council's review) that you would have six months to pay this outstanding bill. Please provide me with your proposal for making payments over the six months. We also discussed that there will be no "reservation of rights" relating to this agreement, it is simply an agreed upon amount with a payment plan.

As to the two 2-inch water line issue, see the separate attachment with documentation from our files relating to the issue. The City needs detailed plans proposing the conversion and we are likely to have it reviewed by an independent engineer to determine if the pressure load will be sufficient.

Thank you.

Very truly yours,



CHIP BERSCHBACK

CTB:gmr

Enclosures

cc: Bruce Smith  
Cathy Behrens

City of Grosse Pointe Woods  
Parks and Recreation

8B  
RECEIVED

SEP - 6 2017

Memorandum 18-17

CITY OF GROSSE PTE. WOODS

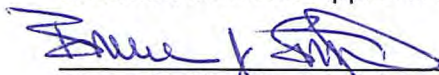
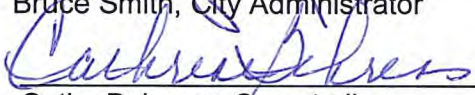
**Date:** August 17, 2017  
**To:** Bruce Smith, City Administrator  
**From:** Frank Schulte, Director of Public Works *FS*  
Nicole Byron, Recreation Supervisor *NB*  
**Subject:** Community Center Room and Cook School House Rental Fees

The Grosse Pointe Woods Community Center and the Cook School House are highly popular facilities rented by the residents to host various events. In order to keep the facilities in suitable condition and accommodate Michigan mandated minimum wage increase, we propose the following rental fee increase:

Room	Current Fee	Proposed Fee	Projected Revenue Increase
All Rooms Park, Garden, Lake, & Kitchen	\$275.00	\$425.00	\$285.00
Park Room with Kitchen	\$165.00	\$225.00	\$3,065.00
Garden Room	\$100.00	\$150.00	\$1,375.00
Lake Room	\$40.00	\$60.00	\$5.00
Cook School House	\$100.00	\$125.00	\$180.00
Projected Total Revenue Increase			\$4,910.00

The last time room rental fees were increased was 2010.

Recommended for Approval as Submitted:

  
Bruce Smith, City Administrator  
  
Cathy Behrens, Comptroller

*9/5/2017*  
Date  
*9/6/17*  
Date

Council Approval Required



2015

Room	Capacity	# of Rentals (5 hour block)	Price of 5 hour block	# of Additional Hours	Price for additional hour	Room Revenue
All Rooms						
Park, Garden, Lake, & Kitchen	160	8	\$275.00	3	\$70.00	\$2,410.00
Park Room	80	71	\$140.00	3	\$35.00	\$10,045.00
Garden Room	50	49	\$100.00	5	\$25.00	\$5,025.00
Lake Room	20	10	\$40.00	3	\$10.00	\$430.00
Kitchen	4	68	\$25.00	14	\$10.00	\$1,840.00
Cook School House	40	22	\$100.00	1	\$25.00	\$2,225.00
Total Revenue for Room Rental Revenue for 2015						\$21,975.00

2016

Room	Capacity	# of Rentals (5 hour block)	Price of 5 hour block	# of Additional Hours	Price for additional hour	Room Revenue
All Rooms						
Park, Garden, Lake, & Kitchen	160	8	\$275.00	5	\$70.00	\$2,550.00
Park Room	80	73	\$140.00	23	\$35.00	\$11,025.00
Garden Room	50	52	\$100.00	14	\$25.00	\$5,550.00
Lake Room	20	8	\$40.00	2	\$10.00	\$340.00
Kitchen	4	70	\$25.00	16	\$10.00	\$1,910.00
Cook School House	40	28	\$100.00	7	\$25.00	\$2,975.00
Total Revenue for Room Rental Revenue for 2016						\$24,350.00

Proposed new fees  
5/1/2018

Room	Capacity	# of Estimated Rentals (5 hour block)	Price of 5 hour block	# of Additional Hours	Price for additional hour	Projected Room Revenue
All Rooms						
Park, Garden, Lake, & Kitchen	160	6	\$425.00	3	\$95.00	\$2,835.00
Park Room w/kitchen	80	65	\$225.00	25	\$55.00	\$16,000.00
Garden Room	50	45	\$150.00	5	\$35.00	\$6,925.00
Lake Room	20	5	\$60.00	3	\$15.00	\$345.00
Cook School House	40	25	\$125.00	1	\$30.00	\$3,155.00
Total Estimated Revenue						\$29,260.00

**\*Please note, employees arrive 30 prior to rental and stay 1 hour for clean-up/set-up**

**\*\*Prior to Sept. 2014 minimum wage was \$7.40/hour**

**\*\*Minimum wage increased to \$8.15/hr as of September 1, 2014**

**\*\*Minimum wage increased to \$8.50 as of January 1, 2015**

**\*\*Minimum wage increased to \$8.90/hour as of January 1, 2017**

**\*\*Minimum wage to increase to \$9.25/hour as of January 1, 2018**



### Grosse Pointe Farms

Room		# of hours	price	additional hour	Kitchen	deposit
Great Room	120	4	\$285.00	\$60.00	\$25.00	\$200.00
Great Room (wedding)	120	6	\$600.00	\$60.00	\$25.00	\$300.00
Small Room	36	4	\$165.00	\$35.00		\$100.00

### Grosse Pointe Park Tompkins Center

	Capacity		price	deposit
2017 Weekends, Fri, (non-summer)	100	1 p.m- 1 a.m.	\$400.00	\$275.00
2017 Weekdays (non-summer)	100	1 p.m. - 1 a.m.	\$300.00	\$275.00
2017 Weddings (non-summer)	100	11 a.m- 1 a.m.	\$750.00	\$275.00
2017 (memorial day- labor) weekends	100	1 p.m- 1 a.m.	\$650.00	\$275.00
2017 (memorial day- labor) weekdays	100	1 p.m- 1 a.m.	\$300.00	\$275.00
2017 (memorial day - labor) weddings	100	11 a.m- 1 a.m.	\$850.00	\$275.00

# City of Grosse Pointe Woods Parks and Recreation

RECEIVED

SEP - 6 2017

CITY OF GROSSE PTE. WOODS

## Memorandum 17-17

**Date:** August 17, 2017  
**To:** Bruce Smith, City Administrator  
**From:** Frank Schulte, Director of Public Works *FS*  
 Nicole Byron, Recreation Supervisor  
**Subject:** Lake Front Park Marina Fees

A recent survey of the Grosse Pointe Marinas shows that Grosse Pointe Woods is charging significantly less for boat wells than the other Grosse Pointe marina's, based on this survey we would like to suggest the following increase in boat well fees.

Boat Well Size	Current Fee	Proposed Fee	Projected Revenue Increase
Wet Well 1 (Docks under 21')	\$635	\$670	\$595.00
Wet Well 2 (Docks 21'-25')	\$700	\$735	\$2,695.00
Wet Well 3 (Docks 25'-28')	\$810	\$850	\$6,460.00
Dry Dock	\$500	\$525	\$275.00
Kayak Rack	\$175	\$185	\$640.00
Floating Docks	\$450	\$475	\$3,250.00 (includes 6 new spaces)
Seasonal Boat Launch Pass	\$75	\$80	\$165.00
Daily Boat Launch Pass	\$12	\$15	\$234.00
Winter Storage	\$250	\$275	\$675.00
Kayak Winter Storage	\$50	\$75	\$200.00
Projected Total Revenue Increase			\$15,189.00

The last time marina fees were increase was in 2007.

Recommended for Approval as Submitted:

*Bruce Smith*  
 Bruce Smith, City Administrator

*9/5/2017*  
 Date

*Cathy Behrens*  
 Cathy Behrens, Comptroller

*9/6/17*  
 Date

Council Approval Required



**GP Marina**  
**2017 Rate Comparison**

8/17/2017

	Wells under 21'	Wells 21' - 25'	Wells 25' - 28 '	Floating Dock	Kayak Rack	Notes
GPW	\$635.00	\$700.00	\$810.00	\$450.00	\$175.00	
GPC	\$683.00	\$806.00	\$1,117.00	NA	\$200.00	rates increased in 2017
GPP	NA	\$740.00	\$935.00	NA		rates increased in 2017 rates will increase 5% in 2018
GPF	\$785.00	\$900.00	\$1,110.00	\$520.00	\$225.00	rates increased in 2017
GPS	NA	\$1,005.00	\$1,291.00	\$576.00		allows non-residents in marina

**2018 GPW Marina  
Suggested Fee Increase**

Marina	Spaces Available	Spaces Filled	Spaces Empty	Wait List	2017 Price	Projected 2017 revenue	2018 Suggested price	Projected 2018 revenue
Wet Well 1 (Docks under 21')	18	17	1	0	\$635.00	\$10,795.00	\$670.00	\$11,390.00
Wet Well 2 (Docks 21'-25')	84	37	47	0	\$700.00	\$24,500.00	\$735.00	\$27,195.00
Wet Well 3 (Docks 25'-28')	135	121	14	0	\$810.00	\$96,390.00	\$850.00	\$102,850.00
Dry Dock	11	11	0		\$500.00	\$5,500.00	\$525.00	\$5,775.00
Kayak Rack	48	48	0	13	\$175.00	\$11,200.00	\$185.00	\$11,840 (includes 16 new racks)
Floating Docks	16	16	0	2	\$450.00	\$7,200.00	\$475.00	\$10,450.00 (includes 6 new spaces)
Seasonal Boat Launch Pass	33 sold in 2016	NA	NA		\$75.00	\$2,475.00	\$80.00	\$2,640.00
Daily Boat Launch Pass	168 sold in 2016	NA	NA		\$12.00	\$2,016.00	\$15.00	\$2,250.00
Winter Storage	50	27	43		\$250.00	\$6,750.00	\$275.00	\$7,425.00
Kayak Winter Storage	48	8	40		\$50.00	\$400.00	\$75.00	\$600.00
					Total projected 2017 revenue	\$167,226.00	Total projected 2018 revenue	\$182,415.00
					Total projected revenue increase			\$15,189.00



# CITY OF GROSSE POINTE WOODS

## Office of the City Administrator

9A

### Memorandum

**DATE:** September 12, 2017  
**TO:** Mayor and Council  
**FROM:** Bruce Smith, City Administrator  
**SUBJECT:** Design Fees for Police Lock Renovation

The City received a grant from the State of Michigan for the consolidation of services for Dispatch and Lockup Services between Grosse Pointe Woods, Grosse Pointe Farms and Grosse Pointe Shores. The City of Grosse Pointe Farms has since dropped out of the grant. The State of Michigan has reevaluated the grant and given approval of the project with the cities of Grosse Pointe Woods and Grosse Pointe Shores. The grant for the consolidation of services for dispatch and lock up does not include the funds for the design services required for the project. The project must include professional architectural and engineering work to be completed. Once this work is finished, the project can be released for bid. AEW has submitted a proposal to do this work for the sum of \$23,000.00.

The City Manager for Grosse Pointe Shores, Mark Wollenweber, has agreed to pay \$10,000.00 for that city's portion of the work. The City of Grosse Pointe Woods would be responsible for the remaining \$13,000.00. This formula has the City of Grosse Pointe Shores paying 44% with the City of Grosse Pointe Woods responsible for the remaining 56% of the design costs.

I am recommending approval of the funding in an amount not to exceed \$13,000.00 for the City of Grosse Pointe Woods portion of the design fees required for this project. I am requesting a transfer of funds from the General Fund fund balance account #101-000-697.000 in the amount not to exceed \$13,000.00 to the Public Safety Improvements Account #401-902-977.102. This is not a budgeted item in the 2017/2018 budget.

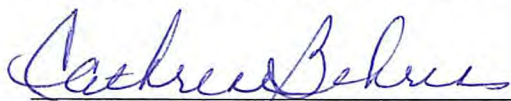
Please contact me with any questions or concerns.

  
Bruce Smith, City Administrator

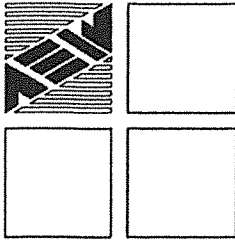
9/13/2017  
Date

#### Fund Certification:

A budget amendment and transfer is required from the General Fund fund balance account # 101-000-697.000, into the Public Safety Improvements account #401-902-977.102, in the amount not to exceed \$13,000.00 and that the account number has been verified.

  
Cathy Behrens, Treasurer/Comptroller

9/13/2017  
Date



## ANDERSON, ECKSTEIN AND WESTRICK, INC.

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

August 22, 2017

Bruce Smith, City Manager  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, Michigan 48236

Reference: **City of Grosse Pointe Woods  
Public Safety Improvements**

Dear Mr. Smith:

Thank you for considering our firm for professional Architecture and Engineering services for the above referenced project.

### **Understanding of the Project / Scope of Services**

Grosse Pointe Woods is renovating it's public safety facility with approximately \$500,000.00 of grant monies. The renovation will be to the existing facility including the holding cells and apparatus bay. The renovation will involve approximately 2,300 sq. feet.

Below is a list of anticipated improvements.

- Security fencing, exhaust system, new door lock and gun box in existing apparatus bay to allow for police and prisoner drop off (sally port). Improvements to the mechanical systems (other than the apparatus bay exhaust system) will be done under a separate project but coordinated with this work.
- Addition of a bull pen to hold approximately 5 prisoners. Detectives will be relocated by the City, this work is not included in this proposal.
- Improvements to existing holding cells including removal of bars.
- Secure interview room(s) and an addition of an ADA holding cell.
- Improve booking area to make it safer for officers.

Based upon the anticipated improvements AEW will provide the following design services on a fixed fee basis with an option for hourly Construction Administration services through completion if requested by the city.

### **Architectural / Engineering Design Services:**

- Programming - Meet with the City and Police staff to further determine the work scope.
- Schematic Design –Prepare a schematic layout. The Schematic Design package will consist of:
  - Floor Plan
  - Reflected ceiling plan





Bruce Smith, City Manager

August 22, 2017

Page 2

- Construction Documents – Prepare construction documents for submission to the City for permit approvals and contractor construction bids. The Construction Documents will consist of:
  - Code review
  - Floor plan
  - Enlarged floor plans
  - Reflected ceiling plans
  - Details, room and door schedules
  - Electrical plans
  - Specifications
- Bidding Services – Attend pre-bid meeting, review bids and write a recommendation of award for the construction contract.

We assume the client will be responsible for all fees associated with obtaining permits and approvals for the improvements.

#### **Services Not Included But Available**

The following services are not included in this proposal, but are available as an additional hourly service.

- Mechanical engineering (other than the apparatus bay exhaust system)
- Construction administration and shop drawing review
- Employee interviews of construction workers and certified payroll review
- Energy and life cycle cost, LEED certification and or systems commissioning
- Design of network electronics, software etc. for network and telephone equipment
- Furniture design and specifications
- IT and phone systems design
- Design of security systems, access control systems, interview recording systems, and dispatch systems.

#### **Services Not Provided**

Material testing, environmental testing, and geotechnical investigations are outside the scope of services that AEW can provide. We will gladly coordinate these services, when requested, to be performed by outside consultants as selected by the Client.

- Environmental testing
- Materials testing
- Subsurface investigation and geotechnical report
- Testing and balancing agency to verify capacity of existing systems

#### **Responsibility of the Client**

The client shall provide our office with the following:

- Access to the facility for field measurements
- Grant information / requirements needed to prepare the bidding documents
- Asbestos survey and report



Bruce Smith, City Manager  
August 22, 2017  
Page 3

#### **Fee for Design Services**

The above described Architectural and Engineering design services will be performed for a lump sum fee of:

**Total Lump Sum Fee: \$23,000.00**

This proposal does not include revisions to the proposed scope of services due to changes in the project presented by the Client or his representative once work has begun.

#### **Basis of Payment**

Work in progress will be invoiced every four weeks (billing cycle) based upon hourly charges to date. Payment is due within twenty-eight days of invoice date, after which a time price differential charge of 1% per billing cycle (13% annually) will be added to the outstanding balance. There are no mileage expenses required. Travel time is charged portal to portal. Failure to pay invoices promptly can result in suspension of the work and revision of the completion schedule by the Engineer.

Please note that the fees quoted are for services completed within one year. If time beyond one year is required, an adjustment to the fees for the remaining portion may be made to reflect changes in cost of living, based on the Consumer's Price Index.

#### **Other Terms of Service**

Services provided by AEW under this contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to AEW and by mutual agreement between the parties, AEW will correct those services not meeting such standard without additional compensation.

If the Client fails to make payment when due or is otherwise in breach of this contract, AEW may suspend performance of services upon five (5) calendar days' notice to the Client. AEW shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this contract by the Client.

No party to this agreement shall transfer, sublet or assign any rights under or interest in this agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party(s).

The Client agrees that the applicable statute of limitations for any and all causes of action against AEW shall be two (2) years. Causes of action shall be deemed to have accrued and the applicable statute of limitations shall commence to run on the date that AEW last provides service to the Client as to the matters out of which the cause of action arose. However, causes of action that are incapable of discovery during the two (2) year statute of limitations period shall be brought within six (6) months of discovery. Under no circumstances shall any cause of action which could not be discovered during the two (2) year statute of limitations period be brought beyond six (6) years from the date of AEW's last service to the Client as to the matter out of which the cause of action arose.

The Client or his authorized agent may terminate this agreement within five days written notice. The Client must pay for any unpaid work and expenses incurred prior to termination.





Bruce Smith, City Manager  
August 22, 2017  
Page 4

#### Opinions of Probable Cost (Construction Estimate)

Opinions of probable construction cost provided represent AEW's best judgment as a design professional familiar with the industry. However, it is recognized that AEW has no control over the cost of labor, materials, equipment or services provided by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Therefore, AEW does not guarantee that proposals, bids, or actual construction cost will not vary from the opinions of probable cost prepared in any manner by our firm.

#### Execution of the Agreement

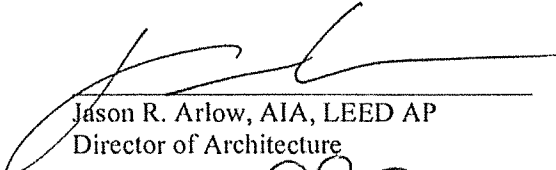
We trust that this proposal meets your needs. Please advise if any modifications or clarifications are required. When you are prepared to authorize us to proceed, please sign, date, and return one copy of this agreement.

We thank you once again for the opportunity to work with you on this project.

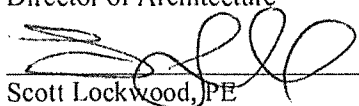
Sincerely,

Anderson, Eckstein and Westrick, Inc.

Accepted By

  
\_\_\_\_\_  
Jason R. Arlow, AIA, LEED AP  
Director of Architecture

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Scott Lockwood, PE  
Executive Vice President

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Date

# CITY OF GROSSE POINTE WOODS

## Office of the City Clerk

### Memorandum

98

**DATE:** September 11, 2017  
**TO:** Mayor and City Council  
**FROM:** Lisa Hathaway, City Clerk  
**SUBJECT:** Clerk's Department Copier – Lease



The City Clerk's Department lease on the Kyocera Taskalfa 6500i copier/scanner/fax/printer is expiring. This is a high-use copier used to publish all agendas, scan current and historical files for publishing, archiving and records retention, functions as a printer for Clerk's staff, and used by Commissions and other departments for various copies and copy projects.

In 2010, after looking at a number of vendor's proposals, the Information Technology Manager performed a municipality-wide evaluation of the City's copier/scanner/fax/printer equipment needs in cooperation with Prime Office Innovations LLC, and also evaluated the value of leasing versus purchasing this equipment. The idea of transitioning to lease versus purchase was reviewed by the Committee-of-the-Whole at the February 13, 2013, and was ultimately approved by Council. The Treasurer/Comptroller is in favor of continuing to lease this equipment.

The current Kyocera equipment provides black/white capability only. A color Kyocera is recommended due to the amount of color correspondence being received and processed for agenda presentations, as well as product performance and service. A 48-month lease quote has been received from the City's current provider, Prime Office Innovations, for a Kyocera TaskAlpha 6052ci with color at a reduced cost of \$308.86 per month, a 14% reduction; the existing equipment is \$43.87 per month. This is a cost reduction for a color unit on a 48-month lease from \$16,506.00 to \$14,825.28; a savings of \$1,680.72. Maintenance cost includes toner and will remain the same for black/white at \$.006 per copy, and will be \$.055 per color copy.

The Information Technology Manager, in his memo dated September 11, 2017, recommends leasing the Kyocera 6052ci from Great America Financial Services, with maintenance to be provided by Prime Office Innovations LLC, due to the reliability of the Kyocera product line, capabilities, and proven user-friendly ability.

I concur with his recommendation and do not believe any benefit will accrue to the City by seeking further bids. Additionally, same-day service has always been provided permitting deadlines to be met. This item was approved in the 2017/18 Budget, Account No. 101-855-818.000 and Maintenance Account No. 101-855-850.000.




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

RECEIVED  
SEP 12 2017  
CITY OF GROSSE PTE. WOODS

DATE: September 11, 2017

TO: Bruce J. Smith, City Administrator

CC: Lisa Hathaway, City Clerk  
Cathy Behrens City Treasurer/Comptroller

FROM: Gary Capps, Information Technology Manager 

SUBJECT: Leasing New Copier for City Clerk Office

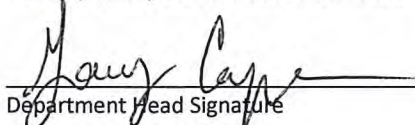
Since March 2010, we have been working with Prime Office Innovation with a review and monitoring of the City's printing solutions in an ongoing consolidation effort. We have been very pleased with the Kyocera product line and it has not only enabled us to standardize our records management within the various departments, but it has also proven to be user-friendly and reliable. Maintenance issues are resolved in a timely manner and to our satisfaction. The automated meter reading and delivery of toner has proven to be reliable and has greatly reduced City staff involvement in purchasing toner and supplies.

The City Clerk office is currently using a Kyocera TaskAlpha 6500i ( .0085 per page) which the City leased for \$343.87/mo for a 4-year term beginning in 2013 and is at the end of its term. Attached are the lease agreement and maintenance agreement for the replacement model Kyocera TaskAlpha 6502ci including features and pricing. I would like to have the item added to the September 18, 2017 Council Agenda for their approval. I recommend leasing a Kyocera TaskAlpha 6052ci from **Great America Financial Services, 625 First St SE, Cedar Rapids IA 52401** for a 4-year term at \$308.86 per month not to exceed \$14,826. This item is included in the FY 2017-2018 budget in account 101.855.818.000.

Additionally, a maintenance plan from **Prime Office Innovations LLC, 15776 Leone Drive Macomb, MI 48042** including toner and service at \$ .006 per b/w copy and \$.055 per color copy will be billed quarterly (approximately \$180 per quarter for 30,000 copies/prints). The current machine costs the City \$250 per quarter for the same amount of copies. These funds are also included in FY 2017-2018 budget in account 101.855.850.000.

Due to a lower cost per page, and lower lease amount than the previous unit, the City will save approximately \$2,800 over the 4-year term (14% reduction in operating costs) based on our current meter counts.

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

  
Department Head Signature

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

  
Treasurer/Comptroller Signature

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

  
City Administrator Signature



# City of Grosse Pointe Woods Clerk's Office Equipment Current System vs. Proposed System Operating Costs

## Current System Costs

	48-Month Lease Payment	B&W Cost/Page	Monthly Volume	Monthly Operating Cost
Clerk's Kyocera TA-6500i ID#2070	\$ 343.87	\$ 0.0085	9,975	\$ 428.37
		<b>Monthly Totals</b>	<b>9,975</b>	<b>\$ 428.37</b>

### Notes:

48-Month, FMV lease

12 month volume average between July 2016 and July 2017

## Proposed Systems Costs

### OPTION 1 - 70 ppm b&w System

	48-Month Lease Payment	B&W Cost/Page	Volume	Monthly Cost
TASKalfa 7002i - 70ppm b&w only	\$ 298.29	\$ 0.00600	9,975	\$ 358.14

<b>Net Monthly Savings</b>	<b>\$ 70.23</b>
<b>48-month Savings</b>	<b>\$ 3,370.95</b>
<b>Budget Reduction</b>	<b>16%</b>

### OPTION 2 - 60/55 ppm b&w/color System

	48-Month Lease Payment	B&W Cost/Page	Volume	Monthly Cost
TASKalfa 6052ci - 60/55ppm b&w/color	\$ 308.86	\$ 0.00600	9,975	\$ 368.71
<i>* all COLOR images will be billed at \$0.055 each</i>				

<b>Net Monthly Savings</b>	<b>\$ 59.66</b>
<b>48-month Savings</b>	<b>\$ 2,863.59</b>
<b>Budget Reduction</b>	<b>14%</b>

### OPTION 3 - 70/65 ppm b&w/color System

	48-Month Lease Payment	B&W Cost/Page	Volume	Monthly Cost
TASKalfa 7052ci - 70/65ppm b&w/color	\$ 367.92	\$ 0.00600	9,975	\$ 427.77
<i>* all COLOR images will be billed at \$0.055 each</i>				

<b>Net Monthly Savings</b>	<b>\$ 0.60</b>
<b>48-month Savings</b>	<b>\$ 28.71</b>
<b>Budget Reduction</b>	<b>0%</b>

### New System Benefits

Faster (70ppm) system or the availability of on-demand color when necessary!

New and improved reliability and functionality will streamline document workflow!





## Proposed Solution

Now that we have worked with you from the ground up to assess your current document management and printing system, here are a variety of effective document management and printing system solutions that are easy to implement, easy to maintain, and that **are just plain economically smart.**

### Equipment

Proposal ID#: 1618

Qty	Manufacturer / Model	Description
1	Kyocera TASKalfa 6052ci	60/55 PPM A3 Color MFP
1	Kyocera DP-7110	270 Sheet Dual Scan Document Processor
1	Kyocera DF-7110	4000 Sheet Finisher
1	Kyocera PF-7110	Dual 1500 Sheet Paper Trays
1	Kyocera Fax System 12	Fax Board
1	Kyocera Data Security Kit	Hard Drive Encryption / Overwrite Kit
1	Kyocera AK-7100	Attachment kit for DF-7120 / DF-7110
1	Kyocera PinPoint Scan	Business application for simplifying scanning documents to workstations.
1	Kyocera Card Authentication Kit(B) HID Prox	Card Authentication Kit (B) for HID proximity card include one USB card reader device(RDR-6081AKU) includes Card Authentication Kit (B) software.

**Purchase Option: \$13,255.87** \*plus applicable taxes

**Total MSRP: \$28,469.00**

### Lease Option:

36 Months	48 Months	60 Months
\$376.47	\$308.86	\$251.86

### Notes:

#### Service Agreement Pricing

Base **\$345.00** Quarterly plus the per print investment below

- This agreement includes - **30,000** - b/w impressions **Quarterly**.
- All additional black impressions to be billed **Quarterly @ \$0.006** per impression based on actual volumes
- This agreement includes - **3,000** - color impressions **Quarterly**.
- All additional color impressions to be billed **Quarterly @ \$0.05500** per impression based on actual volumes
- Includes Parts, Service, Maintenance And Labor
- Includes all operating supplies except paper and staples

*Pricing good for 30 days from date on Proposal*

*The contents of this proposal are property of Prime Office Technology, LLC, DBA as Prime Office Innovations. This Private Data is intended solely for the use of you the customer. Pricing may contain limited time promotions and must be confirmed at time of order. The contents of this proposal may not be reproduced or divulged outside the customer's organization without the express written permission of Prime Office Technology, LLC.*

www.prime-office.com

1.877.807.7463





## AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION  
625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: **1282786**

**CUSTOMER ("YOU" OR "YOUR")**

FULL LEGAL NAME: **Grosse Pointe Woods, City of**

ADDRESS: **20025 Mack Plaza Dr**

**Grosse Pointe Woods MI 48236-2343**

**VENDOR (VENDOR IS NOT OWNER'S AGENT NOR IS VENDOR AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT)**

**Prime Office Innovations**

**Macomb, MI**

### EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

☐ SEE ATTACHED SCHEDULE

**1 Kyocera TA-5052ci 60/55 ppm b&w/color mfp**

EQUIPMENT LOCATION: **As Stated Above**

(\*PLUS TAX)

TERM IN MONTHS: **48**

MONTHLY PAYMENT AMOUNT\*: **\$308.86**

PURCHASE OPTION: **Fair Market Value**

DOCUMENTATION FEE: **\$69.50**

### ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to pay your Vendor for the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a reasonable fee to cover documentation and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less.

**NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.**

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**ASSIGNMENT.** You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

**LAW/FORUM.** This Agreement and any claim related to this Agreement will be governed by Iowa law. Any dispute will be adjudicated in a state or federal court located in Linn County, Iowa. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) you provide us written notice, at least 30 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the amount we paid for the Equipment.

**DEFAULT AND REMEDIES.** If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement or any other agreement with us, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 4% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment. You agree to pay all our costs and expenses, including reasonable attorney fees, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month.

**UCC.** You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. Any change must be in writing signed by each party.

### APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

**OWNER ("WE", "US", "OUR")**

**CUSTOMER'S AUTHORIZED SIGNATURE**

**THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE FUND VENDOR FOR THE EQUIPMENT.**

OWNER: **GreatAmerica Financial Services Corporation**

CUSTOMER: **(As Stated Above)**

SIGNATURE:

DATE:

SIGNATURE: **X**

DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

### CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: **X**

NAME AND TITLE:

DATE:





Prime Office Innovations  
15776 Leone Drive  
Macomb, MI 48042  
Phone: 586-992-1810  
www.prime-office.com

Date: September 05, 2017

**SERVICE AGREEMENT**

Customer Name Grosse Pointe Woods City		
Description of Equipment: Kyocera TASKalfa 6052ci	Serial Number	
Billing Address 20025 Mack Plaza Dr	City & Zip Code Grosse Pointe Woods 48236	State MI
Telephone Number (313) 343-2440	Attach Tax Exempt Certificate if Applicable	
Equipment Location (if different than billing address) Clerk's Office	City & Zip Code Grosse Pointe Woods 48236	State MI

**Maintenance Agreement Price Information**

Color Base Charge	Images Included	Overages	Billed	
\$165.00	3,000	\$0.05500	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	Base billed in advance overages billed in arrears
Black Base Charge	Images Included	Overages	Billed	
\$180.00	30,000	\$0.00600	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	Base billed in advance overages billed in arrears
Scan Base Charge	Scans Included	Overages	Billed	
\$0.00	0	\$0.00000	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly	Base billed in advance overages billed in arrears

Supplies Shipping and Handling Charges will be billed as a separate line item.

The foregoing prices are guaranteed for 1-year and may be adjusted thereafter.

*I/we, the undersigned, have read and understand the Terms & Conditions and agree to be bound thereby.*

<b>Premium Professional Service</b>	<input type="checkbox"/> Accept	<input checked="" type="checkbox"/> Decline, professional service fees may apply
\$9.95 per month		Can add additional units for \$5.95 each per month

<b>FM Audit Installation (monitoring tool)-</b>	<input checked="" type="checkbox"/> Accept	<input type="checkbox"/> Decline, a \$4 monthly fee will be added
<small>Tracking Software: You grant Permission to install and Maintain Tracking Software. We own the software ("Tracking Software") that enables Us to monitor the usage of, and the copy count produced on, the Equipment. You agree that We shall have the right, at any time during the term of the Agreement to install the Tracking Software on one or more of Your computer networked stations (s). You agree to provide Us, during normal business hours, access to Your computer-networked station (s) to enable Us to upgrade, modify or maintain the Tracking Software or to install new releases or additions to the Tracking Software. Under no circumstances will the Tracking Software provide Us access to Your information other than information directly related to this Agreement. You agree to not delete or remove the Tracking Software or to alter, modify or otherwise render it unusable during the term of this Agreement without the prior written consent of Us. If You disagree, than We retain the right to invoice You the prevailing billable rate for labor required to obtain meter reading, per meter reading cycle.</small>		

*I/we, the undersigned, have read and understand the Terms & Conditions and agree to be bound thereby.*

<b>Customer Signature:</b>	
<b>Printed Name:</b>	
<b>Title:</b>	<b>Date:</b>
Acceptance: Prime Office Technology, LLC (DBA Prime Office Innovations)	
<b>Title:</b>	<b>Date:</b>



### Terms and Conditions

For the purpose of maintaining the equipment covered by this agreement in good operating condition; Prime Office Technology, LLC ("Provider") agrees to perform maintenance services described in contract for the undersigned ("Customer") subject to the following terms and conditions.

1. **GENERAL TERMS:** All Base Charges are billed in advance. This agreement includes all normal parts, service, maintenance & labor, as well as all operating supplies except paper and staples. UPS Shipping charges for supplies will be billed as a line item.
2. **SERVICE CALLS:** Provider will, without additional charge, make service calls during regular business hours (of 8:30 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays) and replace parts, which have been broken or worn through normal use and are necessary for machine servicing and maintenance adjustments. Modifications to the equipment are excluded. Unauthorized modifications made by the Customer may void this agreement.
3. **LIMITATIONS ON SERVICE:** This agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, vandalism, electrical power failure, or alteration, fire, water, or other casualty, or to repairs made necessary by service performed by personnel other than those of Provider, or by the use of supplies or spare parts not meeting Provider's specifications.
4. **CUSTOMER RESPONSIBILITIES:** All equipment must be connected to a dedicated, grounded power outlet. Customer must provide an approved surge protection device; any electronic damage to equipment not on a surge device will not be covered under this agreement. It is the responsibility of the Customer to keep the equipment in good operating condition between regular service inspections, as outlined in the operator's manual.
5. **LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT IN NO EVENT SHALL PROVIDER, ITS OWNERS OR AGENTS BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF PROVIDER HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. PROVIDER'S MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY, THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
6. **LIMITATION OF ACTIONS:** CUSTOMER MUST BRING ANY ACTION RELATING TO THE SUBJECT MATTER OF THIS CONTRACT WITHIN ONE (1) YEAR AFTER

THE CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION. ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CUSTOMER KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION SHALL BE BARRED.

7. **RIGHT TO RESCHEDULE:** If, after making definite arrangements to service the equipment and the visit is made, it is found that due to Customer circumstances the service cannot be performed Provider reserves the right to charge for a reschedule at current labor rates.
8. **ASSIGNMENT:** Customer agrees and acknowledges that this agreement is not assignable.
9. **PAYMENTS:** You agree that Provider may increase the applicable Base Charges and/or the applicable Overage Charges once each year on the renewal date. At Our option, Customer will (a) provide Us by telephone or email the actual meter readings when We so request, or (b) allow Us to attach an automatic meter reading device to the Equipment. If We request You to provide Us with the meter readings and You fail to do so with 7-days of Our request, then We may estimate the number of copies and prints made and invoice you accordingly.
10. **RENEWAL:** This agreement is for one year. This agreement will be automatically renewed for an additional one year term unless Customer provides notice, in writing, 30 days prior to the anniversary of the start date, and a final meter read must be provided on the date of cancellation or meters will be estimated.
11. **PROVIDER TERMINATION:** Notwithstanding any provision to the contrary, Provider reserves the right to terminate this agreement at ANY time and for ANY reason upon providing Customer with notice 30 days prior to said termination.
12. **MODIFICATION:** No modification or amendment to this agreement will be binding on Provider, unless in writing and signed by an officer of Provider.
13. **VENUE:** Any action relating to this contract or its subject matter must be brought in a court of competent jurisdiction in St. Clair County, Michigan.
14. **MISCELLANEOUS:** If the equipment is to be moved to a new location, Provider's personnel must move it. There may be an additional charge for this service.

When, in Provider's opinion, shop reconditioning or work beyond the scope of this agreement is necessary Provider will submit a cost estimate for such work. If the Customer authorizes such work, a separate invoice will be rendered thereof.



9C

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

**TO:** Bruce Smith, City Administrator  
**FROM:** Gene Tutag, Building Official *GT*  
**DATE:** September 5, 2017  
**SUBJECT:** Plumbing/Mechanical Inspector Contract

**RECEIVED**  
SEP 14 2017  
CITY OF GROSSE POINTE WOODS

---

Bob Bowers, our Mechanical Inspector has submitted his resignation effective October 1, 2017 (copy attached).

Ron Supal, our current Plumbing Inspector has the necessary licenses and registrations required by the State of Michigan to perform Mechanical Inspections. Ron has agreed to provide both Plumbing and Mechanical Inspection services for Grosse Pointe Woods.

At this time, it is necessary to enter into a new independent contractor agreement for plumbing and mechanical inspection services with Mr. Supal. The terms of the proposed agreement are consistent with the previous contract; however, the pay structure has been amended from a \$30 per inspection fee to a flat monthly fee of \$1,500.

I believe this modification will benefit the City as we have been averaging \$895 per month for Mechanical Inspections and \$679 per month for Plumbing Inspections over the last two years under the old pay structure (see attached report).

I recommend the Independent Contractor Agreement between Ronald Supal and the City of Grosse Pointe Woods be signed.

APPROVED BY: \_\_\_\_\_

*Bruce Smith*  
BRUCE SMITH  
City Administrator

DATE: \_\_\_\_\_

*9/13/2017*

COOL RUN  
ENVIRONMENTAL SYSTEMS INC.  
Robert G. Bowers  
1633 Heritage Canton MI. 48188  
734 - 890-1554

8/01/17

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

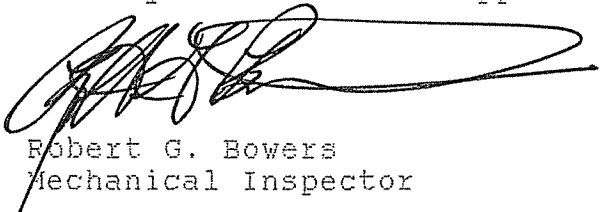
To: Gene Tutag

Subject: Resignation

Pursuant to my conversation with Gene Tutag, with regret I am leaving the Woods. I have had a memorable time with a group of outstanding co-workers. I will work to the end of September 2017.

I am leaving a great team, and I will miss them all and the City.

Thank you for the and opportunity to serve you.



Robert G. Bowers  
Mechanical Inspector



Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check An
002104	COOL RUN ENVIRONMENTAL SYSTEMS				
09/03/2015	INVOICE	AUG 2015	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	930.00	
09/03/2015	CHECK	1 40431			930.00
10/15/2015	INVOICE	SEPT 2015	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	1,110.00	
10/15/2015	CHECK	1 40765			1,110.00
11/17/2015	INVOICE	OCT 2015	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	1,140.00	
11/17/2015	CHECK	1 41144			1,140.00
12/10/2015	INVOICE	NOV 2015	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	1,110.00	
12/10/2015	CHECK	1 41349			1,110.00
01/05/2016	INVOICE	DEC 2015	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	780.00	
01/07/2016	CHECK	1 41565			780.00
02/01/2016	INVOICE	JAN 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	900.00	
02/04/2016	CHECK	1 41837			900.00
03/03/2016	INVOICE	FEB 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	990.00	
03/03/2016	CHECK	1 42077			990.00
04/20/2016	INVOICE	MAR 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	810.00	
04/21/2016	CHECK	1 42524			810.00
05/03/2016	INVOICE	APR 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	780.00	
05/05/2016	CHECK	1 42651			780.00
06/20/2016	INVOICE	MAY 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	480.00	
06/23/2016	CHECK	1 43077			480.00
06/30/2016	INVOICE	JUNE 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	1,020.00	
07/14/2016	CHECK	1 43258			1,020.00
08/04/2016	INVOICE	JULY 216	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	630.00	
08/04/2016	CHECK	1 43494			630.00
09/01/2016	INVOICE	AUG 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	1,290.00	
09/01/2016	CHECK	1 43778			1,290.00
10/04/2016	INVOICE	SEPT 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	1,440.00	
10/06/2016	CHECK	1 44075			1,440.00
11/08/2016	INVOICE	OCT 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	1,290.00	
11/10/2016	CHECK	1 44389			1,290.00
12/06/2016	INVOICE	NOV 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	990.00	
12/08/2016	CHECK	1 44676			990.00
01/03/2017	INVOICE	DEC 2016	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	1,350.00	
01/05/2017	CHECK	1 44924			1,350.00
02/02/2017	INVOICE	JAN 2017	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	900.00	
02/09/2017	CHECK	1 45233			900.00
03/01/2017	INVOICE	FEB 2017	MECHANICAL INSPECTIONS		
		101-180-818.000	CONTRACTUAL	660.00	
03/02/2017	CHECK	1 45391			660.00

08/30/2017 12:40 PM  
 User: swagner  
 DB: Gpw

VENDOR ACTIVITY REPORT FOR CITY OF GROSSE POINTE WOODS  
 VENDOR RANGE: 002592 TO 002592  
 Activity From 08/30/2015 To 08/30/2017

Page: 1/2

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Am
002592	PMI INSPECTION SERVICES, INC				
09/10/2015	INVOICE JUNE 2015		JUNE 2015 INSPECTIONS		
	101-180-818.000		CONTRACTUAL	360.00	
09/10/2015	INVOICE JULY 2015		JULY 2015 INSPECTIONS		
	101-180-818.000		CONTRACTUAL	540.00	
09/10/2015	INVOICE AUG 2015		AUGUST 2015 INSPECTIONS		
	101-180-818.000		CONTRACTUAL	390.00	
09/11/2015	CHECK 1 40518				1,290.00
10/01/2015	INVOICE MISC 2015		INSPECTIONS		
	101-180-818.001		CODE VIOLATIONS	240.00	
10/01/2015	CHECK 1 40686				240.00
10/29/2015	INVOICE SEPT 2015		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	600.00	
10/29/2015	CHECK 1 40940				600.00
12/03/2015	INVOICE OCTOBER 2015		INSPECTIONS		
	101-180-818.000		CONTRACTUAL	780.00	
12/03/2015	CHECK 1 41308				780.00
12/29/2015	INVOICE NOVEMBER		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	780.00	
12/30/2015	CHECK 1 41538				780.00
01/07/2016	INVOICE DEC 2015		INSPECTIONS		
	101-180-818.000		CONTRACTUAL	510.00	
01/07/2016	CHECK 1 41587				510.00
02/29/2016	INVOICE JAN 2016		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	690.00	
03/03/2016	CHECK 1 42103				690.00
04/12/2016	INVOICE FEB 2016		INSPECTIONS		
	101-180-818.000		CONTRACTUAL	720.00	
04/14/2016	CHECK 1 42498				720.00
04/19/2016	INVOICE MAR 2016		INSPECTIONS		
	101-180-818.000		CONTRACTUAL	690.00	
04/21/2016	CHECK 1 42557				690.00
05/31/2016	INVOICE APRIL 2016		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	720.00	
06/02/2016	CHECK 1 42917				720.00
06/23/2016	INVOICE MAY 2016		INSPECTIONS		
	101-180-818.000		CONTRACTUAL	1,050.00	
06/23/2016	CHECK 1 43107				1,050.00
06/30/2016	INVOICE JUNE 2016		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	960.00	
08/12/2016	CHECK 1 43662				960.00
09/16/2016	INVOICE JULY 2016		PLUMBING INSPECTIONS JULY 2016		
	101-180-818.000		CONTRACTUAL	420.00	
09/16/2016	CHECK 1 43926				420.00
10/25/2016	INVOICE AUG 2016		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	780.00	
10/25/2016	INVOICE SEPT 2016		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	630.00	
10/27/2016	CHECK 1 44292				1,410.00
01/04/2017	INVOICE OCT 2016		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	480.00	
01/04/2017	INVOICE NOV 2016		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	690.00	
01/04/2017	INVOICE DEC 2016		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	510.00	
01/05/2017	CHECK 1 44952		VOID (Orig Amt \$1,680.00 )		
02/15/2017	INVOICE JAN 2017		PLUMBING INSPECTIONS		
	101-180-818.000		CONTRACTUAL	540.00	
02/16/2017	CHECK 1 45320		VOID (Orig Amt \$540.00 )		
02/21/2017	CHECK 1 45332				2,220.00



08/30/2017 12:40 PM  
User: swagner  
DB: Gpw

VENDOR ACTIVITY REPORT FOR CITY OF GROSSE POINTE WOODS  
VENDOR RANGE: 002592 TO 002592  
Activity From 08/30/2015 To 08/30/2017

Page: 2/2

Vendor Code Post Date	Vendor Name Activity	Inv/Check #	Description	Invoice Amt	Check Am
			Total:	13,080.00	13,080.00
			Net of 21 Invoices / 17 Checks		
			Grand Total 21 invoices and 17 checks f	13,080.00	13,080.00

# **CITY OF GROSSE POINTE WOODS**

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the CITY OF GROSSE POINTE WOODS, State of Michigan, a municipal corporation, hereinafter called the “City”, and Ronald Supal, hereinafter called “Supal”, both of whom agree as follows:

### **WITNESSETH:**

**WHEREAS**, the City desires to employ the services of Supal as a contractual Plumbing & Mechanical Inspector of the City of Grosse Pointe Woods; and,

**WHEREAS**, Supal desires to work as a contractual Plumbing & Mechanical Inspector of the City.

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

### **Section 1 – DUTIES:**

- A. The primary duties shall consist of conducting inspections as directed by the City Administrator or the Administrator’s designee. Supal shall maintain all licenses and/or certifications as may be required for the position.
- B. The above referenced position is an independent contract position excluded from any bargaining unit and not represented by any labor organization.

### **Section 2 – SALARY/BENEFITS:**

- A. The City agrees to pay Supal a flat fee for services rendered at the rate of \$1500.00 per month, payable in monthly installments, regardless of the number of inspections done each month.
- B. As an independent contractor, the parties acknowledge that this Agreement does not include any fringe benefits. Supal is responsible for any workers compensation and unemployment benefit requirements as required by law. The City will not withhold Federal and State income taxes and FICA taxes from the amounts earned, and will issue a Form 1099 to Supal.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to adjust salary, hours, or other specifics in response to annual budget considerations.



### **Section 3 – HOURS OF EMPLOYMENT:**

- A. In spite of the fact that compensation is based on a flat monthly rate and not an hourly basis, the total hours worked by Supal will not exceed 1350 hours during any specific fiscal year.

### **Section 4 – TERM:**

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

### **Section 5 – RELEASE AND OBLIGATIONS FOR HEALTH INSURANCE/WORKERS COMPENSATION:**

- A. The parties acknowledge that the City of Grosse Pointe Woods is not responsible in any manner for health insurance coverage for Ronald Supal.
- B. Supal hereby waives any claims or rights, either expressed or implied by the nature of his employment, to any workers compensation for potential claims or injuries he may sustain as part of this Agreement or his work performed for Grosse Pointe Woods pursuant to this Agreement. If required by law, Supal or his related company or LLC shall be responsible for procuring necessary workers compensation insurance on Supal's behalf.
- C. Supal hereby releases the City of Grosse Pointe Woods, its elected officials, officers, agents, appointed officials, employees, attorneys and assigns for any claims, causes of action, damages or injuries sustained by Supal in the course of his employment under this Contractual Agreement and Supal indemnifies and holds the City harmless from any claims or damages arising out of injuries to him.

### **Section 6 – PAYMENT STATUS:**

In addition to the stated monthly flat rate, Supal shall be governed by the following:

- A. Supal shall receive a 1099 form for all compensation earned.
- B. Supal will be paid for his services on a monthly basis on the second payroll of each month.

### **Section 7 –GENERAL PROVISIONS:**

- A. This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter thereof. It also supersedes any and all other agreements or contracts, either oral or written

between the parties with respect to the subject matter thereof. Any modifications must be in writing and signed by the parties.

- B. The City will defend, save harmless and indemnify Supal up to, and pursuant to, the defense obligations as set forth in the current insurance policies and pay amounts up to the City's insurance limits of any settlement or judgment regarding any and all torts, professional liability claims or other civil actions arising out of any alleged act or omission occurring in the performance and within the scope of Supal's duties or responsibilities as contractual Plumbing Inspector.
- C. Notices pursuant to the Agreement shall be sufficient if deposited in the custody of the United States Postal Service, postage prepaid to the following:
- |                               |                                    |
|-------------------------------|------------------------------------|
| City of Grosse Pointe Woods   | Ronald Supal                       |
| City Administrator            | c/o Build Safe Inspection Services |
| 20025 Mack Plaza              | 27605 Little Mack                  |
| Grosse Pointe Woods, MI 48236 | St. Clair Shores, MI 48081         |
- D. It is acknowledge that both the City and Supal have drafted this contractual employment agreement, including the language and provisions contained therein, and both have had the opportunity to have such reviewed by counsel of their choosing.
- E. If any provisions, or any portion thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement or any portion thereof, shall not be affected and shall remain in full effect.

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

CITY OF GROSSE POINTE WOODS

\_\_\_\_\_  
By: BRUCE SMITH  
Its: City Administrator

\_\_\_\_\_  
By: RONALD SUPAL

APPROVED BY:

\_\_\_\_\_  
CHARLES T. BERSCHBACK  
City Attorney

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



**KELLER THOMA**  
A PROFESSIONAL CORPORATION

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

cc: CLK



FEDERAL I.D. 38-1996878

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

September 01, 2017  
Client: 000896  
Matter: 000000  
Invoice #: 112737

**Attention: City Manager**

RECEIVED  
SEP -8 2017  
CITY OF GROSSE PTE WOODS

REGARDING: GENERAL MATTERS

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

**TOTAL \$368.65**

**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
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FEDERAL I.D. 38-1996878

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

September 01, 2017  
Client: 000896  
Matter: 000000  
Invoice #: 112737

Page: 1

RE: GENERAL MATTERS

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For Professional Services Rendered through August 31, 2017

DATE	ATTY	DESCRIPTION	HOURS
8/1/2017	RWF	Telephone call to Mr. Smith and Director Kosanke regarding pending employee matter and PSO collective bargaining agreement; attention to preparation of correspondence to Mr. McMahon regarding same; attention to review of correspondence from Mr. McMahon regarding same.	1.00
8/4/2017	TLF	Telephone call to Cathy Behrens regarding termination of workers' compensation benefits for employee and employee's employment status and reimbursement issues.	0.25
8/7/2017	RWF	Telephone call from Mr. Smith regarding pending vacant position matter.	0.25
8/10/2017	RWF	Attention to review of documents regarding pending employee discipline matter.	0.25
Total Services			\$306.25

ATTORNEY		HOURS	RATE	AMOUNT
RWF	R. W. FANNING, JR.	1.50	\$175.00	\$262.50
TLF	THOMAS L. FLEURY	0.25	\$175.00	\$43.75



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

**Attention: City Manager**

September 01, 2017

Client: 000896

Matter: 000000

Invoice #: 112737

Page: 2

RE: GENERAL MATTERS

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**DISBURSEMENTS**

8/24/2017	Document Reproduction	\$54.60
8/31/2017	Postage	\$7.80
Total Disbursements		<u>\$62.40</u>

**Total Amount Due**

**\$368.65**

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

September 01, 2017  
Client: 000896  
Matter: 000003  
Invoice #: 112825

**RECEIVED**

**SEP 11 2017**

**CITY OF GROSSE PTE. WOODS**

REGARDING: GENERAL LABOR MATTER

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

**TOTAL \$437.70**



**KELLER THOMA**  
A PROFESSIONAL CORPORATION

COUNSELORS AT LAW  
26555 EVERGREEN  
SUITE 1240  
SOUTHFIELD, MICHIGAN 48076  
313.965.7610  
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FEDERAL I.D. 38-1996878

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

September 01, 2017  
Client: 000896  
Matter: 000003  
Invoice #: 112825

Page: 1

RE: GENERAL LABOR MATTER

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For Professional Services Rendered through August 31, 2017

DATE	ATTY	DESCRIPTION	HOURS
8/1/2017	TLF	Attention to correspondence from and to Ms. Yarkosky regarding PIWEC; teleconference with Ms. Yarkosky regarding status of case.	0.50
8/2/2017	TLF	Attendance at City Hall for conference with Bruce Smith and Cathy Behrens regarding workers' compensation matters.	1.25
8/7/2017	GPK	Telephone call to Ms. Behrens regarding leave of absence issues.	0.25
8/14/2017	TLF	Attention to review of workers' compensation file; preparation of correspondence to Ms. Yarkosky regarding WECA and PIWEC determination.	0.50
Total Services			\$437.50

ATTORNEY	HOURS	RATE	AMOUNT
TLF THOMAS L. FLEURY	2.25	\$175.00	\$393.75
GPK GARY P. KING	0.25	\$175.00	\$43.75

**DISBURSEMENTS**

8/17/2017	Document Reproduction	\$0.20
Total Disbursements		\$0.20

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

**Attention:** City Manager

September 01, 2017

Client: 000896

Matter: 000003

Invoice #: 112825

Page: 2

RE: GENERAL LABOR MATTER

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**Total Amount Due**

**\$437.70**