CITY OF GROSSE POINTE WOODS 20025 Mack Plaza

Regular City Council Meeting Agenda Monday, March 16, 2020 7:00 p.m.

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. RECOGNITION OF COMMISSION MEMBERS
- ACCEPTANCE OF AGENDA
- 6. MINUTES

- A. Council 03/02/20
- B. Committee-of-the-Whole 03/02/20, w/recommendation:
 - Agreement: Business Associate/Data Use Remedy Partners
- C. Election Commission 03/03/20
- D. Community Events Committee 02/20/20, w/recommendation:
 - 1. 2020 Entertainment Contracts (4)
- E. Planning Commission 01/28/20
- F. Tree Commission 02/05/20, w/recommendation:
 - 1. Memorial Tree Ceremony Expenses
- G. Construction Committee 02/10/20
- 7. COMMUNICATION
- A. Schedule a Public Hearing: Special Land Use Crosspointe Christian Church, 21336 Mack Avenue
 - 1. Planning Commission Excerpt 02/25/20
 - 2. Letter 02/24/20 S. Schneemann, Principal Architect
- B. Resignation Senior Commission
 - 1. Email 03/06/20 Mark Strek
 - 2. Letter 03/05/20 Mark Strek
- C. Pool Opening
 - 1. Memo 03/04/20 Director of Public Services/Recreation Supervisor
 - 2. Proposal 02/17/20 Aquatic Source
- D. Bark Mulch and Injection Services
 - 1. Memo 02/26/20 Director of Public Services
 - 2. Bid Sheets (5)
 - 3. Certificate of Liability Insurance
- E. Membership Dues: Traffic Improvement Association
 - 1. Memo 03/09/20 Director of Public Safety

- F. Parade or Procession Permit Application Sunrise Senior Living
 - 1. Application 02/24/20 Sunrise Senior Living
 - 2. Certificate of Liability Insurance
- G. Purchase: Administration Office Furniture Replacements/ Budget Amendment
 - 1. Memo 02/21/20 Director of Public Services
 - 2. Proposal 02/12/20 Interior Environments
 - 3. Invoice 201-4228 (Revised) 10/31/19 \$10,076.76.
- H. CDBG 2019 PY Reimbursements/Budget Transfer
 - 1. Memo 03/06/20 Executive Assistant
 - a. PAATS Invoice No. 104 12/31/19 \$6,000.00;
 - b. The Helm Life Center Inc. Invoice No. 3396 02/18/20 \$14,000.00.
- I. Wayne County Pays Program
 - 1. Memo 03/11/20 Treasurer/Comptroller
 - 2. Notice of Intent to Implement Pays Program
 - 3. Email 03/11/20 City Attorney
- J. Monthly Financial Report February 2020
- 8. BIDS/PROPOSALS/ CONTRACTS
- A. Contract: Landscape Abatement
 - 1. Memo 03/04/20 Building Official
 - 2. Email 03/04/20 NU Appearance Maintenance, Inc.
 - 3. Certificate of Liability Insurance
 - 4. Service Agreement
 - 5. Council Excerpt 03/18/19
- B. Contract: 2019/20 Water Main Capital Improvement Program
 - 1. Memo 02/27/20 Director of Public Services
 - 2. Letter 02/24/20 City Engineer
 - 3. Tabulation of Bids 02/04/20

- 9. PROCLAMATION
- A. Holocaust
- 10. CLAIMS/ACCOUNTS
- A. Milk River Drainage System
 - 1. County of Wayne Invoice No. 301868 02/11/20 \$904,294.24.

- B. City Engineer-Anderson, Eckstein & Westrick
 - 1. DPW Water & Sewer Barn Invoice No. 0125034 02/10/20 \$3,300.00;
 - 2. SAW Grant-Wastewater Asset Mgt Plan Invoice No. 0125058 01/21/20 \$9,184.05.
- C. Professional Services
 - 1. McKenna Invoice No. 21849-23 03/08/20 \$2,160.00.
- D. Labor Attorney
 - 1. Keller Thoma Invoice No. 118200 03/01/20 \$1,925.00.
- E. Legal Services FCC
 - 1. Kitch Drutchas Wagner Valitutti & Sherbrook Invoice No. 465382 02/29/20 \$990.00.
- 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.

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

COUNCIL 03-02-20 - 27

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MARCH 2, 2020, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:00 p.m. by Mayor Novitke.

Roll Call:

Mayor Novitke

Council Members:

Bryant, Gafa, Granger, Koester, McConaghy

Absent:

None

Also Present:

City Administrator Smith City Attorney Berschback City Clerk Hathaway

Director of Public Services Schulte

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

The following Commission members were in attendance:

George Bailey, Planning Commission

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

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No:

None

Absent:

None

Motion by Gafa, seconded by Bryant, that the following item be received and placed on file:

1. Letter 02/26/20 – George McMullen.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No:

None

Absent:

None

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

1. City Council Minutes dated February 24, 2020.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No:

None

Absent:

None

Motion by Koester, seconded by Gafa, regarding **Application for Community Use of Recreational Facility**, that the City Council approve the Application of the Eastside FC to use Bramcaster and Jackson Soccer Fields from March 22 through November 15, 2020, from 8 a.m. - 7 p.m.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No:

None

Absent:

None

Motion by Bryant, seconded by Granger, regarding **purchase:** low – voltage and **electronics/change order**, that the City Council approve Change Order No. 1 and authorize the following purchases with funds to be taken from Improvements – City Hall Account No. 401-902-977.105 in a total amount not to exceed \$30,163.00:

Abel Electronics	\$ 8,338.00
Interstate Security Inc.	3,195.00
Shores Data Group	5,695.00
The Flying Locksmiths	12,935.00

(Secretary's Note: the Change Order is to APCOR'S contract – reconstruction of administrative offices.)

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No:

None

Absent:

None

Motion by Gafa, seconded by McConaghy, regarding **conference: 2020 Michigan Association of Municipal Clerks**, that the City Council approve the City Clerk's request to attend the 2020 MAMC Annual Conference from June 9-12, 2020, at a total cost not to exceed \$1,600.00, funds to be taken from the City Clerk's Training and Seminars Account No. 101-215-958.001, and to reimburse for expenses incurred upon presentation and verification by the Finance Committee of an itemized expense report.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No: None Absent: None

Motion by McConaghy, seconded by Bryant, regarding **Fee Schedule revision**, that the City Council approve a fee in the amount of \$55.00 per re-inspection for plumbing and mechanical and authorize the City Clerk to amend the Fee Schedule by Department.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No: None Absent: None

Motion by McConaghy, seconded by Koester, regarding Monthly Financial Report – January **2020**, that the City Council refer this report to the Finance Committee.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No: None Absent: None

Motion by Granger, seconded by Bryant, regarding **claims/accounts**, that the City Council approve payment of Items 8A - 8D as listed on the Council agenda and as identified in the pink sheet in the respective amounts and accounts listed, as follows:

A. Professional Services

1. McKenna Invoice No. 21849-22 02/14/20 - \$3,645.00; Account No. 101-180-818.000.

- B. Professional Services
 - 1. WCA Assessing Invoice No. 02182020 02/19/20 \$6,107.58; Account No. 101-224-818.000.
- C. Professional Services
 - 1. Hallahan & Assoc Invoice No. 16978 01/31/20 \$610.69; Account No. 101-210-801.301.
- D. City Attorney
 - 1. Charles T. Berschback 02/26/20 \$8,176.25.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No:

None

Absent:

None

Respectfully submitted,

Nobody wished to be heard under New Business.

The following individuals were heard under Public Comment:

- George McMullen, 1382 Hollywood.
- Patrick and Soula Burns, 916 Woods Lane.

Motion by Granger, seconded by Bryant, to adjourn tonight's meeting at 7:22 p.m. PASSED UNANIMOUSLY.

Lisa Kay Hathaway	Robert E. Novitke
City Clerk	Mayor

MINUTES OF THE MEETING OF THE COMMITTEE-OF-THE-WHOLE OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, MARCH 2, 2020, IN THE CONFERENCE ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

PRESENT:

Mayor Novitke

Council Members Bryant, Gafa, Granger, Koester, McConaghy

ABSENT:

None

ALSO PRESENT:

City Administrator Smith City Attorney Berschback City Clerk Hathaway

Also in attendance was Mark Manquin, Manquin Vance.

Mayor Novitke called the meeting to order at 6:33 p.m.

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

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No: Absent: None None

Partners. This item was referred to Committee by the City Council at their meeting held February 24, 2020. Mr. Manquin provided an overview. The program is designed to draw out and study general employee data to obtain better pricing for various health care services. The City will be riding on the coattails of larger corporations. These are bundled payment programs and can benefit the City in various ways such as obtaining an imaging service discount or reduce joint replacement costs. De-identified data is needed, then studied. Randomized numbering is used so the data remains private. No costs are involved. This data would determine whether to move forward with program design. It could be a voluntary program. The City Attorney stated there is no down side to this Agreement.

Motion by Granger, seconded by Bryant, that the Committee-of-the-Whole recommend to City Council approval of the Business Associate and Data Use Agreement with Remedy Partners, and authorize the City Administrator to sign the Agreement.

Motion carried by the following vote:

Yes:

Bryant, Gafa, Granger, Koester, McConaghy, Novitke

No: Absent: None None

COMMITTEE-OF-THE-WHOLE 03-02-20 - 9

Motion by Granger, seconded by Koester, the be adjourned at 6:48 p.m. PASSED UNANI	at the meeting of the Committee-of-the-Whole MOUSLY.
Respectfully submitted,	
Lisa Kay Hathaway City Clerk	Robert E. Novitke Mayor



MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, MARCH 3, 2020, IN THE ABSENT VOTER OFFICE – LOWER LEVEL AT CITY HALL, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 2:00 p.m.

Roll Call:

Chair/City Clerk Lisa Hathaway

City Attorney Chip Berschback

Absent:

None

Also Present:

Deputy City Clerk Paul Antolin

The Chair stated that due to the recent resignation of Council Member McMullen, the Council Representative on the Election Commission, there is a vacancy pending on the Commission.

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

Motion carried by the following vote:

Yes:

Berschback, Hathaway

No:

None

Absent:

None

At 2:01 p.m., the Chair announced the Public Accuracy Test would commence utilizing the test deck for Precinct 6. Testing concluded at 2:58 p.m. After running the test deck and comparing the results tape against the chart of predetermined results, the testing was declared accurate.

Motion by Berschback, seconded by Hathaway, that the results of today's Public Accuracy Test for the March 10, 2020, Election be accepted.

Motion carried by the following vote:

Yes:

Berschback, Hathaway

No:

None

Absent:

None

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

ELECTION COMMISSION 03-03-20

Motion carried by the following vote: Yes: Berschback, Hathaway

No: None Absent: None

Nobody wished to be heard under New Business or Public Comment.

Motion by Berschback, seconded by Hathaway, that the meeting be adjourned at 3:00 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway Chair/City Clerk

RECEIVED

MAR - 9 2020

CITY OF GROSSE POINTE WOODS CLERK'S DEPARTMENT

COMMUNITY EVENTS COMMITTEE February 20, 2020

MINUTES OF THE COMMUNITY EVENTS COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON THURSDAY, February 20, 2020 AT THE GROSSE POINTE WOODS – CONFERENCE ROOM, 20025 MACK, and GROSSE POINTE WOODS, MICHIGAN.

Members Present: Chair Mayor Robert Novitke, Jennifer Boettcher, Chris Fenton, Todd

McConaghy

Members Absent: Al Fincham, Vicki Granger, Bruce Smith

Also in attendance: Susan Como (Recording Secretary)

Margaret Potter (Resident: 1834 Allard)

The Chair called the meeting to order at 5:37 p.m.

Motion by Boettcher, seconded by McConaghy, to excuse members Fincham, Granger, and Smith from tonight's meeting.

Motion passed by the following vote:

Yes: Boettcher, Fenton, McConaghy, Novitke,

No: None

Absent: Fincham, Granger, Smith

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

Motion passed by the following vote:

Yes: Boettcher, Fenton, McConaghy, Novitke

No: None

Absent: Fincham, Granger, Smith

The first item discussed was the **2019 Ending Balance Sheet.**

Motion by McConaghy, seconded by Fenton, to receive and place on file the 2019 Ending Balance Sheet as presented.

Motion passed by the following vote:

Yes: Boettcher, Fenton, McConaghy, Novitke

No: None

Absent: Fincham, Granger, Smith

Next item discussed was the **2020 Proposed Budget**.

Motion by Boettcher, seconded by Fenton regarding the 2020 Proposed Budget, to transfer the sum of \$4,138.39 from the Community Events Committee Account #205-870-820.130 to the city's General Fund to cover the overtime wages incurred from employees working the events.

Motion passed by the following vote:

Yes:

Boettcher, Fenton, McConaghy, Novitke

No:

None

Absent:

Fincham, Granger, Smith

Motion by McConaghy, seconded by Fenton, to receive and place on file the 2020 Proposed Budget as presented.

Motion passed by the following vote:

Yes:

Boettcher, Fenton, McConaghy, Novitke

No:

None

Absent:

Fincham, Granger, Smith

Committee Member McConaghy requested that Robert E. Novitke Municipal Center be added to the **Stationary**.

The next item discussed was the **Sponsors**. It was determined the following previous year's sponsors would be contacted for sponsorship.

COMPANIX NAME		
<u>COMPANY NAME</u>		
A.H. Peters Funeral Home		
Anderson, Eckstein & Westrick, Inc.		
Comerica		
Edmund t. Ahee Jewelry Company		
Genesis Cadillac & Genesis Chevrolet		
GFL Environmental		
Kitch Drutchas Wagner Valitutti & Sherbrook		
Kitty's Doctor		
Marshall Landscape, Inc.		
Mr. C's Car Wash		
Ascension/St. John Hospital		
Pointe Alarm, LLC		
Stevenson Company		

Additional companies to be contacted for sponsorship:

COMPANY NAME	CONTACT
ABCOR	Smith
Beline Obeid Realty	Granger
Blue Cross Blue Shield	Granger
Bob Maxey Lincoln-Mercury	Granger
Churchill's Grosse Pointe	Novitke
Chemical Bank	Fenton
Citizen's Bank	Fenton
DTE	Smith
Eastside Dermatology	McConaghy
Flagstar Bank	Behrens
Gabel Financial Services	McConaghy
Grosse Pointe Chamber of Commerce	Granger
Grosse Pointe Equestrian Center	Novitke
Keller Thoma, P.C.	McConaghy
Keller Williams	Novitke
Licavoli's Market	Fenton
Lochmoor Club	McConaghy
Manquen Vance	Smith
Plante Moran	Fenton
Ray Laethem Buick GMC	Smith
SERVPRO of Grosse Pointe	Fincham
Sunrise Senior Living McCona	
The Rivers	McConaghy
University Liggett School Grang	
Wayne County Community College District Novitk	

Entertainment at the event was discussed and Recording Secretary Como was asked to schedule the following bands: Sun Messengers, Detroit Social Club Blues Band, Buggs Beddow and the Good Stuff, and Sonic Freeway.

Motion by McConaghy, seconded by Boettcher to recommend to City Council to enter into the entertainment contracts/agreements with the same bands that played at the 2019 Community Events, which are as follows: Sun Messengers, Detroit Social Club Blues Band, Buggs Beddow and the Good Stuff, and Sonic Freeway.

Motion passed by the following vote:

Yes: Boettcher, Fenton, McConaghy, Novitke

No: None

Absent: Fincham, Granger, Smith

Food Vendors were discussed next. Recording Secretary Como indicated the three food vendors interested in vending at this year's Music on the Lawn events are as follows: Saucy's Pizza; National Coney Island; Walking Taco. All Committee Members were in agreement to allow Recording Secretary Como to assign the interested food vendors to one of the events.

Motion by Boettcher, Seconded by McConaghy, to immediately certify the minutes of the February 20, 2020 Community Events Committee.

Motion by Fenton, seconded by Boettcher, to adjourn the meeting at 6:18 p.m. Passed Unanimously.

Respectfully Submitted,

Susan Como Recording Secretary

Live Performance Agreement Sonic Freeway, 248-763-4956

THIS PERFORMANCE AGREEMENT is made and entered into as of March 2, 2020, by and between City of Grosse Pointe Woods, whose business address is 20025 Mack Ave, Grosse Pointe Woods ("Purchaser") and Sonic Freeway, LLC, a Michigan Limited Liability Company ("Musician"), whose business address is 1111 Congress Dr., Troy, MI 48085.

In consideration of the mutual covenants herein contained and, intending to be legally bound hereby, the Purchaser and Musician agree as follows:

- 1) ENGAGEMENT. The Purchaser hereby engages Musician to render a musical performance (the "Performance"), and Musician hereby agrees to render such Performance under the terms and conditions specified herein.
- **2) INDIVIDUALS COMPRISING MUSICIAN.** Musician consists of the following individuals: Bing Burris, Linda Burris, George Wietecha, John Marker, and Jim LeFevre. Musician's obligation to perform hereunder is subject to the unavailability of Musician as a result of sickness, accidents, acts of God, and other reasons beyond Musician's control.

Name: _The City Street Address: City/State/Zip: _ Phone/Email: 31	y of Grosse Point 20025 Mack A Grosse Pointe V 3-343-2445	ICE. The Performate Woods, Music of the Woods, MI 48236_ and break music v	n the Lawn		
Details:					
2020. The venue	will be available	RMANCE. The day for set-up on July an will play 3 sets	31st at 4:30 p		
Set #	Start Time	Ending Time	Set #	Start Time	Ending Time
Set 1:	7:00pm	7:50pm			
Set 2:	8:10pm	9:00pm			
Set 3:	9:20pm	10:00pm			
Purchaser agree Overtime: Purch for each 30 minu	s to make the follows aser agrees to paste overtime set (a	n for all services re lowing payment in ay Musician a fee any set beginning a be agreed upon b	U.S. funds to of Three Hund after the agree	Musician. A set for red Twenty Five : d upon end time)	ee of \$1000.00. XX/100 (\$325.00) . Overtime must
be paid in advance of the set and be agreed upon by both Musician and Purchaser. Overtime is calculated at \$65/musician per 30 minute set.					
NA If Pucanceling this Perequired initial he	rchaser does not rformance Agree re:	No Deposit (\$0.00 t pay Musician the ment with no furth sit requirement (init	deposit, Music er liability here	cian will have the under to Purchas	option of ser. If no deposit is
	noney order, or co	rchaser will pay Mu ertified check paya			

6) CANCELLATION DUE TO INCLEMENT WEATHER. In the event Purchaser cancels the Performance due to inclement weather by 3:00pm on the scheduled date, Purchaser will pay Musician a sum equal to: ___five Hundred Dollars (\$500.00) representing __60___ % of the set fee specified in paragraph 5. Upon payment of the cancellation fee, Purchaser will have no further liability to Musician hereunder.

After 3:00pm on the scheduled date, Purchaser pays One Thousand Dollars (\$1000.00) representing 100% of the contract.

7) MISCELLANEOUS. This Performance Agreement and the attached rider(s), if any, set forth the entire agreement between the parties, and may not be amended except in a writing signed by both parties. This Performance Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflicts of law. In any action or proceeding involving a dispute between the Purchaser and the Musician arising out of this Performance Agreement, the prevailing party will be entitled to receive from the losing party reasonable attorney's fees.

Musician and Purchaser have each caused this Performance Agreement to be signed by its duly authorized representative.

DUDCHASED.

City of Grosse Pointe Woods	Annuary of four Olympia
(Name of Purchaser)	Approved for Signature Lieudes Bentberg
(Signature of Authorized Representative)	Chartes T. Berschback City Attorney
(Printed Name and Title)	Date: 3-9-1010
MUSICIAN:	
Sonic Freeway, LLC (Name of Musician)	-
<i>Bing Buvuls</i> (Constitutes valid signature elections) [Signature of Authorized Representative)	ctronically)3/2/2020
Bing Burris, Band Leader, Sonic Freeway Printed Name and Tille)	·



20425 OLD HOMESTEAD DR HARPER WOODS, MI 48225-2052

OFFICE: 313 881-4108 CELL: 313 919-0378

EMAIL: <u>rsteiger@sunmessengers.com</u> WWW: <u>www.sunmessengers.com</u>

CONTRACT

TODAY'S DATE: February 27, 2020

BAND: Sun Messengers

DATE OF PERFORMANCE: Saturday September 19, 2020

LOCATION: Grosse Pointe Woods City Hall

HOURS: 5-9 pm.

AMOUNT: \$1750.00

TERMS: \$1750.00 by check payable to Sun Music International, LLC on 9/19/2020. Weather clause: If event is cancelled by 12PM on 9-19-\$875.00 (50%) is due. If event is cancelled after 12PM on 9-19-\$1750.00 (100%) is due.

FOOD: Water for 10.

OVERTIME RATE: N/A

RICHARD B. STEIGER

Approved for Signature

Charles T. Berschback
City Attorney

Date: 9-9-1010

TELEPHONE

CONTRACT FOR PERFORMANCE

Date of document: February 24, 2020

Contact/Contractor/Phone/Email: Bruce J. Smith

City Administrator

(313) 343-2445: Susan Como

bsmith@gpwmi.us

Band Representative/Phone/Email: Arthur Littsey

(313) 369-1710

littsey.arthur@sbcglobal.net

Performance date: Friday, June 26, 2020

Performers: Detroit Social Club Blues Band

Performance location: Grosse Pointe Woods "Music on the Lawn" Summer Concert Series.

Venue: City Hall Front Lawn

Set Up Time: **4:00 - 6:30**

Performance time: **7:00 p.m. – 10:00 p.m.** w/**2** band breaks @ 15

minutes

Compensation: \$950 Payment to be made prior to performance.

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# 16 16 16 16 17 18 18 18 18 18 18 18 18 18 18 18 18 18	·Continuea
 Band will provide sound s Contractor will provide ac 	system and lights (if needed) dequate power supply.
inclement weather, the band mu of the show and at that point wi agreed upon compensation. Sho	nclement weather, the band shall
Agreed to by	
Contractor	Date
Band	Date

Band

Date:_

Approved for Signature
Lines Beschback
Charles T. Berschback

City Attorney 3-9-1010

BAND ENGAGEMENT CONTRACT

This Agreement defines Entertainment Services to be provided by Dong Hamborsky as representative for the band 'Bugs Reddow and the Good Stuff', hereinafter referred to as "The Band", to the purchaser, The City of Grasse Pointe Woods, hereinafter referred to as "The Client", for a specific engagement. The Client hereby engages The Band to perform the services as defined by all Terms and Conditions described herein. Specific information regarding this Agreement are as follows:

A. <u>Engagement</u>	
Al. Description GPW Music On The Law	<u>D</u>
N	ALL FRONT LAWN - GROSSE POINTE WOODS
A3. Day(s)/Date(s) Friday, August 28, 2020	A4. Time: From 7:00pm to 10:00pm (3.00) Hours
A5. Contact Person(z) Sue Como	
n Arthurine Breattenin	
B. SERVICES PROVIDED BI. The Band 5 Piece LIVE MUSICAL PERF	FORM (Mar
	IC PROVIDED - WIRELESS MIC AVAILABLE FOR ANNOUNCEMENTS.
b2. Office activities. DACRGROUND MOS	ICT ROYTORD - WIRELESS MIC AVAILABLE FOR ANYOUNCEMENTS.
C. PRICE	
CI. ONE THOUSAND TWO HUNDRED F	IFTY & 00/100 dollars (\$ 1,250.00)
	A post of the second se
D. <u>PAYMENT</u>	
D1. Deposit Amount \$ 0 .00 I	02. Due by (date)N/A
D3. Bulance due on the date of the engagement or	us otherwise arranged: Full Amount: (\$ 1,250,00)
E. GENERAL TERMS & CONDITIONS	
 Standard playing sets shall be approximately Sixty minutes. 	- ·
3 Background music shall be provided between live perform	
4. The CLIENT will provide snitable performing stage mea	·
5. This agreement shall not be binding until signed by both	
	the production, presentation and performance of the engagement herounder, including but not es of the performing actists hereunder, and The Band shall have the sole right to designate and
	es of the performing access hereunder, and the band shall have the sole fight to resignate and collegations becomind are subject to detention or prevention by sickness, inability to perform,
• • •	labor difficulties, epidemics, and net or order of any public audiority or any other cause, slimiter
or dissimilar, beyond The Band control.	wave any parties of the state test of other is and butter a private of and rates range minist
The state of the s	
F. ADDITIONAL TERMS & CONDITIONS	
Cancellation Terms:	
	ly 1, 2019, there will be zero amount due to The Band.
	1, 2019 and up until 3pm on August 28, the amount due to The Band will be
\$625.00 (50%),	A could did to the man on that he is a line
3. If the engagement becomes concelled ofter 3pm	on August 28, 2019 the full amount (\$1,250.00) will be due to the band.
to be because a market and there where a market beautiful bound	manufactured and de fields and protected and group with all information towns and
conditions presented herein or as attached.	completely read and do fully understand and agree with all information, terms and
conditions presented netern of as arached.	Douglas Hamborsky
Client Representative Name (print)	The Band Representive - Bugs Beddow and the Good Stuff
Ottom toopicational frame (print)	19982 E. Clairview Ct.
Street	Street
Z-14-77	Grosse Pointe Woods MI 48236
Clty State Zip	City State Zip
	313-282-6432 hamgroup2@gmail.com
Phone Email	Phone Engail
X	X 1 March 19, 2019
Signature Date	Signature Date
Approved for Signature	
- Chinas Beach	Co. K
Charles T. Berschback	LA CAS C.
City Attorney	
with unfilled	

Date: 3 - 9 - 1010

Approved by Commission 02/25/20
PLANNING COMMISSION 6E

MINUTES OF THE REGULAR MEETING OF THE PLANNING COMMISSION OF THE CITY OF GROSSE POINTE WOODS HELD ON JANUARY 28, 2020, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK AVENUE, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:02 p.m. by Chair Profeta.

Roll Call:

Chair Profeta

Planning Commissioners: Bailey, Fuller, Hamborsky, Ketels,

Vaughn, Vitale

Absent:

Gilezan, Rozycki

Also Present:

Building Inspector Tutag

Deputy City Clerk Antolin

Motion by Vitale, seconded by Ketels, that Commission Members Gilezan and Rozycki be excused from tonight's meeting.

Motion carried by the following vote:

YES:

Bailey, Fuller, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

None

ABSENT:

Gilezan, Rozycki

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

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

Motion carried by the following vote:

YES:

Bailey, Fuller, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

None

ABSENT:

Gilezan, Rozycki

The Chair recognized Council Representative McConaghy and Council Members Gafa and McMullen who were in attendance.

Motion by Ketels, seconded by Vitale, regarding **Approval of Minutes**, that the following Minutes be approved:

- 1. Planning Commission Workshop Minutes dated November 26, 2019 as submitted.
- 2. Planning Commission Minutes dated November 26, 2019 as amended.

Motion carried by the following vote:

YES:

Bailey, Fuller, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

None

ABSENT:

Gilezan, Rozycki

The first item was regarding **Scheduling A Public Hearing for February 25, 2020: Crosspointe Christian church, 21336 Mack Avenue.** The Building Official presented an overview of the email from Pastor Matthew Swiatek of Crosspointe Christian Church requesting approval to install an elevator with a building addition. With the underlying zoning requirements and special land use provisions, a Public Hearing is required. The applicant is requesting to schedule a Public Hearing for February 25, 2020.

Motion by Vaughn, seconded by Vitale, that the Planning Commission schedule a Public Hearing for February 25, 2020, for Crosspointe Christian Church, 21336 Mack Avenue to install an elevator with a building addition.

Motion carried by the following vote:

YES:

Bailey, Fuller, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO:

None

ABSENT:

Gilezan, Rozycki

The next item discussed was regarding Planning Commission Attendance at 2020 City Council Meetings.

The next item was regarding the **Election of Chair and Vice-Chair/Secretary.**Chair Profeta nominated Commissioner Ketels as Chairman and Commissioner Vaughn nominated Commissioner Bailey as Vice-Chairman/Secretary.

Motion by Vitale, seconded by Fuller, to elect Commissioner Ketels as Chairman and Commissioner Bailey as Vice-Chairman/Secretary of the Planning Commission.

Motion carried by the following vote:

YES: Bailey, Fuller, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO: None

ABSENT: Gilezan, Rozycki

The next item was regarding **Adoption of Rules of Order and Procedure.**

Motion by Vaughn, seconded by Bailey, that the Planning Commission approve and adopt the Rules of Order and Procedure as presented.

Motion carried by the following vote:

YES: Bailey, Fuller, Hamborsky, Ketels, Profeta, Vaughn, Vitale

NO: None

ABSENT: Gilezan, Rozycki

The next item discussed was regarding **Discussion: Planning Program Implementation History.** Commissioner Fuller summarized an overview of the Planning and Development Program Alignment document. The document cross-referenced guidelines of goals, objectives and key actions for future activities in relation to the 2020 Plan.

The next item was the **Building Official's Monthly Report**, and the following items were presented for the month of November and December of 2019:

- Anticipating a façade review for the Big Boy Restaurant;
- Legacy Oaks update will be on the next Council Meeting;
- Solar panels variance approved, tax credits given by government, possible change in ordinance to coincide with State code regarding easier access for firefighters to rooftop.

Chair Profeta reported on the November 18, 2019, Council Meeting. Commissioner Vaughn reported on the November 25, 2019, Council Meeting. There was no report on the December 2019 Meetings. Council Member McConaghy and Commissioner Vaughn reported on the January 27, 2020 Council Meeting.

Commissioner Vitale will be reporting on the February 2020 Council Meetings.

Under New Business, the following items were discussed:

- A. **2020 Plan** Hamborsky will provide an update in the next meeting funding issues to be addressed;
- B. Crosswalk/Pocket Park Follow-up with County Commissioner;
- C. **Streetscape** Survey of equipment on Mack Avenue and to coordinate a request to council for future objectives. Modify ordinance to create guidelines to incorporate participation from businesses to improve Streetscape.

Discussion ensued regarding funding, as well as the development of Planning Commission's own budget and options to use was addressed. The Building Official suggested discussing with the Treasurer/Comptroller.

Under Public Comment, the following individual wished to be heard:

Donna O'Keefe – The Avenue in the Woods

Motion by Ketels, seconded by Vitale, that the Planning Commission Meeting adjourn at 8:49 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin Deputy City Clerk

Commission Approved 3/4/20



Minutes of the Grosse Pointe Woods Tree Commission Meeting February 5, 2020.

RECEIVED

The meeting was called to order by Chairman Chan at 7:30 p.m.

FEB 1 2 2021

CITY OF GROSSE POINTE WOODS

The following members were present:

Tim Butler
Stephen Chan
Maria Galbo
Laura Gaskin
Robert Greening
Peter Groschner
George Hathaway
Paul Lechner
Mary Ellen Meyering
Jeff Profeta
Randy Rennpage

The following were also in attendance: George McMullen, Council Representative Kenn Gafa

Motion by Gaskin, seconded by Lechner to approve the agenda for the meeting February 5, 2020 passed by the following vote.

Yes: 11 No: 0 Excused: 0

One correction was made to the minutes of the December 4, 2019 meeting. Ms. Jean Duffy's name was incorrect in the New Business. Motion by Rennpage, seconded by Groschner to approve the minutes for the meeting December 4, 2019 as corrected, passed by the following vote.

Yes: 11 No: 0 Excused: 0

Treasurer's Report:

Tim Butler reported that our remaining budget balance is \$843.37.

Old Business:

The Arbor Week activities information packet was distributed and discussed. Committee members were assigned to present at the various schools. To date 14,160 trees have been distributed to the third graders!

Motion by Lechner, seconded by Galbo to request Council to authorize a total of \$150 in spending for the tree distribution project, including T-shirts and engraving passed by the following vote.

Yes: 11 No: 0 Excused: 0

Profeta reported that four Memorial trees have been reserved for this year's Memorial Tree Ceremony. It will be held on Wednesday, April 1, 2020 at 7:30 p.m. in the Council Chambers. Mr. McMullen agreed to read the prayer as is the custom. Motion by Lechner, seconded by Gaskin to request Council to authorize a total of \$350 in spending for the Ceremony expenses, including photos, certificates and refreshments passed by the following vote.

Yes: 11 No: 0 Excused: 0

New Business:

George McMullen was introduced as the new Council Representative.

The application for Tree City USA was accepted. We are now waiting for paperwork and for the flag to arrive. It will be presented at a City Council meeting in April or May depending on it's arrival and the Council schedule.

The updated Commission roster was distributed.

Jan Treuter has requested that we submit an article for the City Update.

Members should submit any budget requests so that they may be included in the next budget

Council representative George McMullen provided an update of current city business.

Motion to adjourn at 8:23 p.m. moved by Gaskin, and seconded by Groeschner, was unanimous.

Submitted by: Mary Ellen Meyering Office Held: Secretary Cell: 313 505 2352



MINUTES OF THE MEETING OF THE CONSTRUCTION COMMITTEE, OF THE CITY OF GROSSE POINTE WOODS, HELD ON MONDAY, FEBRUARY 10, 2020, IN THE CITY COUNCIL/COURT ROOM IN THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

PRESENT:

Chair Granger

Koester, Novitke

ABSENT:

None

ALSO PRESENT:

City Administrator Smith

Treasurer/Comptroller Behrens

Deputy City Clerk Antolin

Director of Public Services Schulte

City Engineer Lockwood

The meeting was called to order by Chair Granger at 6:30 p.m.

Motion by Koester, seconded by Novitke, that tonight's agenda be received and placed on file.

Motion passed by the following vote:

Yes:

Granger, Koester, Novitke

No: Absent: None None

The purpose of today's meeting was to continue the **review of the proposed 2020 Construction Projects.** Chair Granger provided a brief overview of the projects discussed from the Construction Committee Meeting on February 3, 2020.

The Oxford Road Reconstruction Project (Mack Avenue to Holiday) has been proposed to be included for the upcoming budget.

Discussion ensued regarding the Lake Front Park vehicular bridge. It was stated that the estimated replacement cost is approximately \$550,000.00 with an estimated completion time of 2-3 months to be done during the off season between October 2020 – April 2021. This item is to be included in the upcoming budget.

Other topics of discussion whether to address immediately or place on hold are as follows:

- Lake Front Park pedestrian bridge Hold pending more information
- Sailboat Lane parking lot Hold
- Boat launch ramp with high water levels this item needs to be address keep on list
- Lake Front Park Marina Boat Ramp Pole barn hold
- City Hall Generator all buildings in complex keep on list

Discussion ensued regarding the water main projects including the following:

- Severn Road water main replacement
- Hollywood Road water main replacement
- Christine Court water main replacement
- Water valve replacement
- Lead service replacement
- Sewer Rehabilitation

All of the above projects are coming out of the Water/Sewer fund. Depending upon the results of each bid, will determine how these projects are to be handled based on the Department of Public Services recommendations.

Nobody wished to be heard under New Business or under Public Comment.

Motion by Koester, seconded by Novitke, that tonight's meeting minutes be immediately certified.

Motion passed by the following vote:

Yes: Granger, Koester, Novitke

No: None Absent: None

Motion by Koester, seconded by Novitke, that the meeting of the Construction Committee be adjourned at 7:04 p.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Paul P. Antolin
Deputy City Clerk



PLANNING COMMISSION EXCERPT 02-25-20

THE MEETING WAS THEREUPON OPENED AT 7:05 P.M. FOR A PUBLIC HEARING REGARDING THE APPLICATION OF CROSSPOINTE CHRISTIAN CHURCH, 21336 MACK AVENUE, GROSSE POINTE WOODS, REQUESTING TO CONSTRUCT A 1,900 SQ. FT. ADDITION FOR AN ELEVATOR, ELEVATOR EQUIPMENT ROOM, AND AN OFFICE.

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

- A. PC Excerpt 01/28/20
- B. Affidavit of Legal Publication 02/06/20
- C. Affidavit of Property Owners Notified w/list 02/06/20
- D. GIS Maps (2 pgs)
- E. Memo w/photos (5) 02/19/20 Building Official (Tutag)
- F. Proposed Resolutions Approving & Denying City Attorney (Berschback)
- G. Memo 02/01/20 DPW Director (Schulte)
- H. Memo 02/12/20 DPS Director (Kosanke)
- I. Memo 01/31/20 Fire Inspector (Provost)
- J. Letter of Request 01/24/20 Merritt Ceislak Design (S. Schneeman)
 - (1) Site Plan Review & Special Land Use Permit Application 11/26/19
 - (2) Site Plan Review Meeting Checklist (3 pgs)
 - (1) Sheet G-000 11/25/19
 - (2) Boundary, Topographic, and Tree Survey Sheet 1 of 2
 - (3) Boundary, Topographic, and Tree Survey Sheet 2 of 2
 - (4) Sheet AS-100 Partial Site and Site Demolition Plans
 - (5) Sheet AS-101 Enlarged Partial Site and Landscape Plan & Details
 - (6) Sheet AS-301 Floor Plans
 - (7) Sheet A-601 Exterior Elevations

Motion carried by the following vote:

YES: Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Rozycki, Vaughn Vitale

NO: None ABSENT: None

The Building Official provided an overview of his memo dated February 19, 2020, regarding the Special Land Use/Site Plan Review of Crosspointe Christian Church for the construction of an elevator, elevator equipment room, and an office. The Building official stated it was a top notch plan and recommends approval.

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

Matt Swiateck, Pastor of Crosspointe Christian Church Wayne Wagner, lifetime member

The Chair asked if anyone from the audience wished to speak in opposition to the proposed request. Nobody wished to be heard.

Motion by Gilezan, seconded by Vaughn, that the public hearing be closed at 7:13 p.m. PASSED UNANIMOUSLY.

Discussion ensued regarding the Commission Members' perspective of the petitioner's request. The architect of Merritt Cieslak Design displayed samples of materials to be used for the project and responded to questions from the Commission.

Motion by Bailey, seconded by Rozycki, regarding Public Hearing – Crosspointe Christian Church, 21336 Mack Avenue, Grosse Pointe Woods, which is requesting to construct a 1,900 sq. ft. addition for an elevator, elevator equipment room, and an office, that the Planning Commission recommends to City Council approval of Crosspointe Christian Church's Special Land Use application and adopt the resolution as presented, including immediate certification of these minutes.

Motion carried by the following vote:

YES:

Bailey, Fuller, Gilezan, Hamborsky, Ketels, Profeta, Rozycki, Vaughn Vitale

NO:

None

ABSENT:

None

24 January 2020

Planning Commission City of Grosse Pointe Woods 21336 Mack Avenue Grosse Pointe Woods, MI 48236

Re:

Crosspointe Christian Church – Addition Site Plan Approval / Special Land Use

Project No. 17205

Planning Commission:

Please add the following project to the February Planning Commission agenda. Crosspointe Christian Church, located at 21336 Mack Avenue, has submitted an application for Site Plan and Special Land Use Approvals for an addition to their existing facility.

The proposed addition is 1,905 square feet and is located on the northeast side of the existing building. This proposed space acts as a new main entrance. It contains a new lobby area as well as an elevator providing access to all three existing floor levels. Three offices are also included in the work scope, however, there are no additional staff members being employed. There will be minimal changes to the site directly adjacent to the proposed addition without any changes being made to the parking lot.

Thank you for your consideration in this regard.

Sincerely,

Merritt Cieslak Design

Steven Schneemann Principal Architect



7B

Lisa Hathaway

From:

Mark Strek < Mark@simaskolaw.com>

Sent:

Friday, March 6, 2020 10:44 AM

To:

City Clerk

Subject:

Senior Citizen Commission Resignation

Attachments:

2020_03_06_10_42_23.pdf

Please see attached letter.

Best regards,

MARK STREK, J.D., LL.M. ATTORNEY AT LAW

Simasko, Simasko & Simasko P.C. 319 Northbound Gratiot Ave. Mount Clemens, MI 48043 P: (586) 468-6793 F: (586) 468-6798

CONFIDENTIALITY NOTICE:

This electronic message and any attachments are confidential property of the sender. The information is intended only for the use of the person to whom it was addressed. Any other interception, copying, accessing, or disclosure of this message is prohibited. The sender takes no responsibility for any unauthorized reliance on this message. If you have received this message in error, please immediately notify the sender and purge the message you received. Do not forward this message without permission.

March 5, 2020

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

Dear Mayor Novitke and Grosse Pointe Woods City Council:

Please accept this letter as formal notification of my resignation as the Chair of the Grosse Pointe Woods Senior Citizen Commission. Since moving out of Grosse Pointe Woods, my family has grown, and my career has become more demanding. As such, I am fearful that I may not be able to dedicate the time necessary to adequately fulfill my responsibilities on the commission. I would like to thank the City of Grosse Pointe Woods, and the great people that I have been able to work with on the commission over the past five years. During this time, I have thoroughly enjoyed the atmosphere within the commission and will miss our interactions. Please do not hesitate to contact me if you need any further information.

Kind Regards,

Mark Strek

MEMO 20-22

TO:

Bruce Smith, City Administrator

FROM:

Frank Schulte, Director of Public Services.

Nicole Gerhart, Recreation Supervisor

DATE:

March 4, 2020

SUBJECT:

Pool Opening Recommendation

Aquatic Source has provided a proposal in the amount of \$5,550.00 for spring pool opening.

In 2017, City Council approved the installation of the new chlorination feeders by Aquatic Source which are currently still under warranty.

I recommend that council approve the 2020 pool opening proposal to Aquatic Source, 190 Summit St., Brighton, MI 48116 for the spring opening of the pool in an amount of \$5,550.00. This is a budgeted item in the 2019-2020 fiscal year budget in the Parks and Recreation contractual services, pool maintenance account number 101-774-818.103.

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

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

Bruce J. Smith, City Administrator

Fund Certification:

Account numbers and amounts have been verified as presented.

Cathy Behrens, Treasurer/Comptroller

Aquatic Source

Brighton, MI 48116
Ph: 248-366-0606
Fax: 248-366-0605
www.aquaticsource.com

(Printed Name)



DATE: 2.17.2020

Proposal submitted to City of Grosse Pointe Woods		Work to be performed at
		Grosse Pointe Woods - Lakefront Park
20025 Mack P	laza	23000 E. Jefferson
Grosse Pointe	Woods, MI 48236	St. Clair Shores, MI 48080
		Nikki cell 313-363-1258
We hereby pro	opose to furnish the materials and labor r	ecessary for the completion of: OPENING OF SWIMMING POOL
Includes:	Drain & Clean pool	Reinstall deck equipment
	Set-up of filtration equipment	Open bath house(s) (where applicable)
	Basic Pool Opening	\$ 5550.00*
Pool wi		ests otherwise. It is customer's responsibility to turn water off.
	Check if applicable	ADD to base price:
	Drain and clean spa	\$95.00
	Drain and clean wading pool	\$95.00 (Up to 12 x 12)
	Drain and clean water feature foun	
	Remove, rinse and fold cover and s	
	enclosure (fence/pump room)	\$95.00 (up to 30 x 50)
	☐ Clean cover	Time and Material
	Additional available services bille	d individually:
	☐ Training of personnel	Standard Service Rates
	Start-up of filtration system / lighting	
		nsibility to call our office to notify us when pool is full & ready for start up.
to pool area or extra charges pump room du	r needs a return visit due to failure to pro include: excessive use of acid due to bad ue to storage of deck furniture, etc., remo	able at pool site before our crew arrives. If our crew has to wait for access vide water or access to pool, additional charges may incur. Other possible by stained pools or in which the marcite has deteriorated, inability to access val of excessive debris or leaves from pool (five (5) or more garbage bags). If Aquatic Source is to store the cover outside of the pool enclosure, extra
	pply for time incurred.	
agreements are Workman's Com	e contingent upon strikes, accidents or delays beyond pensation and Public Liability Insurance on above wor ny federal, state or local environmental law or require	n additional charge over the basic bid. Any major needed repairs will be quoted separately. All our control. Owner needs to carry fire, tornado and other necessary insurance on above work. k is to be supplied by contractor. Prices may change as a result of time and expense incurred in ment regarding the discharge of pool related water. Cost increases beyond the control of Aquatic themicals could result in these costs being passed through to the customer.
Danie et II.	obseitted by a second Second 110	Per Christia Padanha
kespectfully s	ubmitted by Aquatic Source, LLC	Per: <u>Christie Rodenbo</u> Service Manager
		Service Harlager
21010220		EW FEDERAL MAIN DRAIN LAW********
		e install new main drain covers for your site to meet the ASME A112.19.8-
	a portion of the <u>virginia Graeme Baker Po</u> attachment frame and/or drain sump may	ols & Spa Safety Act of 2007. Providing certified drain covers without not fully comply with this standard.
53000000000		PTANCE OF PROPOSAL
<i>is NET 10.</i> Sch We will, howe	neduling dates will be determined in accor	and are hereby accepted. You are authorized to do the work as specified. Payment redance to the order in which your signed proposal is received in our office. In as possible. Please indicate your preference dates for the Drain & Clean
below:	Flush station	Conservation week of
	rirst choice - Week of:	Second choice – week of:
		Atta
	1	1

(Signature)



MEMO 20-20

TO:

Bruce Smith, City Administrator

FROM:

Frank Schulte, Director of Public Services

DATE:

February 26, 2020

SUBJECT:

Recommendation - Bark Mulch for City Landscape Beds

An "Invitation to Bid" for supplying bark mulch and injection of mulch in city landscape beds was posted on the Michigan Intergovernmental Trade Network (MITN) website on January 31, 2020. The information was also advertised in the Grosse Pointe News. The following bids were received at the bid opening on February 25, 2020.

AMS Grounds	\$18,950.00
Superior Groundcover, Inc.	\$29,310.00
Pro-Mo Lawn and Landscape, LLC	\$35,130.00
Paesaggio, LLC	\$38,820.00
Expert Lawn & Snow	\$44.475.00
Tommy's Lawn Service	\$57,475.00

AMS Grounds submitted the low bid in the amount of \$18,950.00. They have done work for Grosse Pointe Woods in the past and their work has been satisfactory.

Therefore, I recommend the lowest qualified bidder, AMS Grounds, 906 Minion St., Ypsilanti, MI 48197 to supply bark mulch and inject the mulch in city landscape beds in the amount of \$18,950.00. I further recommend a contingency in an amount not to exceed \$4,000.00 for any additional mulch that may be needed. The total project will not exceed \$22,950.00. This is a budgeted item in the 2019/2020 budget included in Major Streets Routine Maintenance Contractual Services account no. 202-463-818.000 and in the Parks and Recreation Contractual Services Park Maintenance account no. 101-774-818.102.

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

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

Bruce Smith, City Administrator

•

Fund Certification:

I hereby certify that unencumbered funds are available for the above purchase, and that the

account numbers have been verified.

Cathrene Behrens, Treasurer/Comptroller

Date

DOUBLE SHREDDED BROWN HARDWOOD MULCH AND INJECTION OF MULCH IN LANDSCAPE BEDS THROUGHOUT THE CITY

FEBRUARY 25, 2020 10:00 a.m.

COMPANY	SIGNED BID YES NO	TOTAL AMOUNT
Tommy's Lawn Service	Yes	57,475,00
Superior Scape, Inc.	the ses	29310.00
Paesaggio LLC	Yes	38,820,00
AMS Grounds	Yes	18,990.00
Expert Lawn & Snow	Yes	44, 475,00
Pro-Mo Lown Landson		35,130.00
		7 T T T T T T T T T T T T T T T T T T T

IN ATTENDANCE: Frank Shulte, Gretchen Miote

CITY OF GROSSE POINTE WOODS

IT IS UNDERSTOOD THAT THE CITY OF GROSSE POINTE WOODS IS A GOVERNMENTAL UNIT AND AS SUCH IS EXEMPT FROM THE PAYMENT OF ALL STATE AND FEDERAL TAXES APPLYING ON THE ABOVE MENTIONED EQUIPMENT, AND THE ABOVE PRICES THEREFORE DO NOT INCLUDE THIS AMOUNT.

The bidder by execution of the proposal thereby declares that the bid is made without collusion with any other person, firm or corporation making any other bid, or who otherwise would make a bid, and agrees to furnish all bid items in strict accordance with all Federal Regulatory Measures.

All bids must be submitted on the city's bid sheet.

NAME AND ADDRESS OF BIDDER:

Submission of a bid will be construed as a conclusive presumption that the bidder is thoroughly familiar with the bid sheet and specifications, and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.

BIDDERS ARE REQUESTED TO SUBMIT ALL AVAILABLE DATA AND DESCRIPTIVE LITERATURE COVERING THE MATERIALS PROPOSED TO BE FURNISHED AS REQUESTED BY THE CITY.

THE UNDERSIGNED, by execution of this bid, certified that he is the <u>Chief Operations</u>

Officer of the firm named as bidder in the bid; and that he signs the bid on behalf of the firm; and that he is authorized to execute the same in behalf of said firm.

COMPANY NAME AMS GROUNDS	A Marie Control of the Control of th
ADDRESS 906 MINION ST	
CITY YPSILANTI	STATE MI ZIP 48198
SUBMITTED BY: Ahmad Dari	COO
(NAME)	(TITLE)
SIGNATURE:	
TELEPHONE 734-480-0666	FAX
DATE <u>02/18/2020</u>	

THIS PAGE MUST BE RETURNED WITH BID SHEET

CITY OF GROSSE POINTE WOODS

BID SHEET

THE UNDERSIGNED DECLARES THAT A CAREFUL EXAMINATION HAS BEEN MADE OF THE ITEM OF THE ACCOMPANYING SPECIFICATIONS INCLUDED IN THIS BID SHEET AND THE UNDERSIGNED UNDERSTANDS ALL OF THE REQUIREMENTS OF SAME. IT IS FURTHER UNDERSTOOD THAT THE UNDERSIGNED WILL CONTRACT TO DELIVER WITHIN THE SPECIFIED TIME, DATE, AFTER THE ISSUANCE OF THE CITY'S PURCHASE ORDER, ANY ITEMS AND SERVICES AS CONTAINED IN THIS BID AND IN ACCORDANCE WITH SPECIFICATIONS; TO-WIT:

DOUBLE SHREDDED BROWN HARDWOOD MULCH AND INJECTION OF MULCH IN LANDSCAPE BEDS THROUGHOUT THE CITY

Installed at 1½" depth in city landscape beds as follows: 80 CubicYards - Vernier Road Medians @\$ 38 /C.Y.	\$ 3,040.00
 170 CubicYards - Mack Avenue Medians @\$ 38 /C.Y. 	\$ 6,460.00
• 30 CubicYards - D.P.W. @\$ _ 38 /C.Y.	\$ 1,140.00
35 CubicYards - City Hall @\$ 38 /C.Y.	\$ 1,330.00
Installed at 2" to 2½" depth at Lake Front Park as follows: 90 Cubic Yards - Lake Front Park @\$_38_/C.Y.	\$ 3,420.00
200 Cubic Yards of Bulk Mulch @\$18/C.Y. Delivered to DPW	\$ 3,600.00
TOTAL COST	\$ <u>18,990.00</u>
Eighteen Thousand Nine Hundred Ninety Dollars	
TOTAL COST IN WRITING	· · · · · · · · · · · · · · · · · · ·
DELIVERY DATE Can be arranged upon request before M	lay 20, 2020
COMPANY NAME AMS GROUNDS	- Materia - Lo
CONTACT PERSON Manal Baker	hith registration was a surrenger
TELEPHONE	



906 Minion St, Ypsilanti, MI 48198 734-480-0666 info@amsgrounds.com www.amsgrounds.com

References for Mulch Blowing Services

James Salter
 Foreman, City of Grosse Pointe Woods
 313-363-1260 / <u>isalter@gowns.us3</u>
 Installed mulch at city building and playgrounds.

2. Tim Phillips

Park Planner, Huron-Clinton Metro Parks 810-494-6022

Tim.phillips@metroparls.com
Installed mulch at multiple metro parks.

Stephanie Richardson Parks & Recreation, City of Midland 989-837-6915 Installed mulch around highway overpass.

4. Gary Filiak

Recreation and Parks, City of Dearborn 313-520-5285 Installed mulch at several city parks.

5. Michael A. Ewald

Operations Director, Briarwood Mall

734-332-0742 / mewaid@simon.com

Provided landscaping and snow removal services at Briarwood Mall for 5+ years.

6. Jamil Anwar

Finance Director, Global Education Excellence

734-330-7393 / jamil@see-edu.com

Provided landscaping and snow removal services at more than 12 schools for 10+ years.



906 Minion St, Ypsilanti, MI 48198 734-480-0666 info@amsgrounds.com www.amsgrounds.com

School Clients include:

- Allen Park Public Schools
- * Ann Arbor Public Schools
- Distinctive Schools
- Global Education Excellence
- Jackson Public Schools
- LakeVille Community Schools
- * Lansing School District
- Marysville Public Schools
- · Our Shepherd Lutheran
- Summit Academy Schools
- Washtenaw Community College
- Wayne County Community College District

Municipality Clients include:

- City of Dearborn
- · City of Grosse Pointe Woods
- City of Kentwood
- City of Lansing
- City of Oak Park
- City of Midland
- City of Wayne
- Huron-Clinton Metro Parks
- Jackson County Parks
- Washtenaw County Parks
- Ypsilantí Township

...and many more!

We've installed mulch at over 500 commercial and municipality sites, and have had 100% return rate with clients. Any of our clients can attest to our quality, efficiency, and reliability.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MAJDONYYYY) 3/2/2020

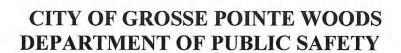
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms are conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate to be conferred to the certificate to the cer Knight Insurance Group [A/C, No, Ext]: 419-241-5133 FAX (A/C, No): 844-201-0753 22 North Erie Street Toledo OH 43604-6943 ADDRESS: certificates@knightinsurance.com INSURER(S) AFFORDING COVERAGE NAIC # 14060 INSURER A : Grange Insurance Company INSURED INSURER B. BENCHMARK INS CO AJ's Maintenance & Services dba AMB Granads 41394 INSURER C 900-906 Minion St. Ypsilanti MI 48198-5811 INSURER D INSURER E INSURER F CERTIFICATE NUMBER: 437221463 COVERAGES REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER LIMITS A X COMMERCIAL GENERAL LIABILITY CPP2797852 12/8/2019 12/8/2020 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurranca) \$ 1,000,000 CLAIMS-MADE X OCCUR \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV MJURY \$ 1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE \$ 2,000,000 POLICY X PRO-X LOC PRODUCTS - COMP/OP AGG | \$ 2,000,000 DIHER COMBINEÓ SÍNGLE LIMIT (Ea acodani) **AUTOMOBILE LIABILITY** CA2797853 12/8/2019 12/8/2020 \$ 1,000,000 ANY AUTO Х BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS NON-DWNED AUTOS ONLY BOOILY INJURY [Per socident) S PROPERTY DAMAGE HIRED AUTOS ONLY 8 5 X UMBRELLA LIAB Х CUP2797854 12/8/2019 12/8/2020 OCCUR **EACH OCCURRENCE** \$ 2,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ 2,000,000 DED X RETENTIONS 10 000 WORKERS COMPENSATION WC5004229 12/31/2019 12/31/2020 STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandalory in NH) E.L. EACH ACCIDENT \$ 1,000,000 N NIA E.L. DISEASE - GA EMPLOYEE S 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 5 1,000,000 memojuga bemefibesepu CPP2797852 12/8/2019 12/8/2020 Leased/Renied Equip 490,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Romarks Schedule, may be attached if more space is required) General & Auto liability additional insured applies per policy forms to the City of Grosse Pointe Woods for operations performed by our named insured. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Grosse Pointe Woods 20025 Mack Plaza AUTHORIZED REPRESENTATIVE Grosse Pointe Woods MI 48236

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Krometh P. Knight







Date:

March 09, 2020

To:

Bruce Smith, City Administrator

From:

John G. Kosanke, Director of Public Safety

Subject:

Traffic Improvement Association

MAR - 9 2020

CITY OF GROSSE POINTE WOODS

CLERK'S DEPARTMENT

I am requesting approval for the annual 2020 membership dues for the Traffic Improvement Association. TIA is a shared transportation safety service which helps to save lives, prevent injuries, and improve mobility. The membership includes the use of the TIA's licensed traffic engineers and data collection units, various traffic safety evaluations, and educational seminars.

Since its creation, the TIA has become one of the most prestigious transportation safety agencies in the world. The data collection and analysis provided by TIA have allowed many government agencies to identify transportation safety problems and solutions.

Membership dues for cities and villages are based on Act 51 funds, Although these funds have decreased, TIA has opted to maintain 2019 rates due to the deteriorating roads in the State of Michigan.

This is an approved item in the 2019-2020 fiscal year budget in the **Rentals/Contracts fund** (101-310-818.000). The cost of the annual dues is \$5,040.00. A current balance of \$7,373.14 is available in the account.

Payment will be issued to:

Transportation Improvement Association

100 E. Big Beaver Rd.

Suite 910

Troy, MI 48083

Recommend Approval of the above stated purchase with a cost in the amount of \$5,040.00 as submitted.

Department Certification:

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

Department Head Signature - Public Safety

Fund Certification:

Account numbers and amounts have been verified as presented.

Treasurer/Comptroller Signature

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

12020

City Administrator Signature



TRANSPORTATION IMPROVEMENT ASSOCIATION

100 E. Big Beaver Rd., Suite 910, Troy, Michigan 48083 Office (248) 334-4971 • Fax (248) 475-3434 www.tiasafety.us

BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

Chairman
DENNIS G. KOLAR, P.E.
Managing Director

Managing Director
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Department of Public Services
City of Rochester Hills

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CHIEF EXECUTIVE OFFICER

JIM SANTILLI

TRUSTEES

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BARBARA ROSSMANN
President and Chief Executive Officer
Henry Ford Macomb Hospitals
Chief Nursing Officer
Henry Ford Health System

ANTHONY M. WICKERSHAM Sheriff Macomb County January 27, 2020

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

Dear Mr. Smith:

Enclosed you will find a \$5,040 invoice for the Transportation Improvement Association's (TIA) annual government membership (1/1/2020 - 12/31/2020). Membership dues for cities and villages are based on Act 51 funds (0.5%). This formula, which allows for fluctuations in revenue experienced by the municipalities, was recommended by the Oakland County City Managers Association more than thirty years ago. Membership dues for townships are based on population and participation of the county road agency. Although Act 51 funding generally increased, TIA opted to maintain the current membership dues as a result of the deteriorating roads.

As a member of TIA, a shared transportation safety service, you have access to a variety of engineering, education, and enforcement services. These services are your resource to help save lives, prevent injuries, and improve mobility in your community and throughout the region. Your membership includes the use of our licensed traffic engineer and data collection units, various traffic safety evaluations (i.e. cut-through traffic, onstreet and off-street parking capacity, pedestrian and bicycle, school, sight distance, sign and signal warrant, speed and volume, traffic calming, traffic impact, vehicle classification, etc.), education seminars for your employees, traffic safety public awareness campaigns, and much more. TIA also applies for and manages law enforcement and teen program grants annually, which benefit many communities.

As a member, we're also pleased to provide your community with complimentary access to TIA's Traffic Crash Analysis Tool (TCAT). TCAT is a comprehensive web-based traffic crash analysis program that was designed for the detailed study of traffic crashes at any location within the state of Michigan. The program receives a weekly update of data from the Michigan State Police, which guarantees that TCAT users are able to analyze the most up-to-date crash data. TCAT has the ability to search various types of locations for specific data, view crash statistics for several categories, interact with a map to obtain detailed crash statistics and other information pertaining to a location, view collision diagrams, review UD-10 crash report images, and create intersection and road segment ranking reports for a comparative analysis. As part of our ongoing commitment to providing you with the best transportation safety resources, TIA is constantly adding additional features to maintain our position of having one of the most advanced traffic crash data systems in the world.

TIA recently hired an additional Traffic Engineer to reduce the time needed for project completion and better serve our government members. In addition, TIA hired a Director of Legislative Affairs to closely monitor transportation legislation, provide legislative updates to our members, and increase our presence in Lansing. TIA is currently working on a new and informative website, project management and tracking system, public awareness campaigns, enforcement initiatives, traffic data collection, numerous engineering projects, and preparing to share traffic crash trends with its members. TIA will also host its 2020 Annual Meeting, which will have various training sessions and an awards luncheon with a keynote speaker.

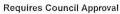
As indicated in the enclosed letter from Road Commission for Oakland County Managing Director Dennis Kolar, TIA has made significant contributions since 1967 and still continues to have tremendous value. Our team, which includes engineering and law enforcement experts, has more than 100 years of combined experience.

If you have any questions, please don't hesitate to contact us at (248) 334-4971.

Thank you for your commitment to public safety. We look forward to continuing to provide you with valuable transportation safety engineering, education, and enforcement resources to save lives, prevent injuries, and improve mobility.

IM SANTILLI Chief Executive Officer

MONICA YESH Chief Operating Officer





CITY OF GROSSE POINTE WOODS 20025 MACK PLAZA DRIVE GROSSE POINTE WOODS, MI 48236 313-343-2440



FEB 2 4 2020

CITY OF GROSSE POINTE WOODS

WWW.GPWMI.US

Parade or Procession Permit Application Chapter 38, Article V, Sec. 38-134 to 38-180

Instructions to Applicant:

- · Application for a permit to hold a parade, procession, fun run, group walk, marathon walk, race or bike-athon shall be made on this form.
- All questions shall be answered and if the requested information is unavailable, an explanation shall be

3/2	 All questions shall be answered and if the requested information is unavailable, an explanation shall be made as to why such information cannot be furnished. Knowingly furnishing or filing false information in an attempt to obtain a permit is a violation of the City Code. Application should be made 90 days prior to the scheduled event.
O	 Attach copy of current \$1 million dollar liability insurance certificate, with an "A" rating or better, indemnifying the City.
164	1. Name, address and telephone number of the individual or organization making request 1850 Vernier Sunrise: Senior Living 313-642-2005
N	2. Name and address of the charity, institution or organization that will benefit
a	3. If applicant held a similar event within 12 months preceding the above date explain as follows: • Date of event: • Date of event:
X	• Gross amount collected: \$
	Amt. Of funds remitted to charity: \$
•	4. Describe a map of the starting point, route, and ending point of the event
1	Corner of Vernier + Mack - start @ 1850 Vernier
	S S CHO W 21200 11 AVIZIVE STILL YOU WON MULL F
	5. Date of the event, the starting time and estimated ending time of the event
	0 > 1 · leg 21. @ 10.007+M
	6. Number and approximate age of the participants who will take part in the event
	It is hereby acknowledged that any permit issued by the City of Grosse Pointe Woods is conditional upon the applicant fulfilling certain requirements prior to the event. Should the applicant fail or neglect to fulfill any such condition, then such approval for the event, as obtained from City Council, shall be automatically rescinded.
	Return Completed Application to the City Clerk's Office.
	Applicant Signature Date Date
	Do Not Write Below This Line - Official Use Only
	ROUTE PERMIT TO:
	Insurance certificate attached: (1) Calendar check for conflict: (2) City Clerk: (2) Approved: (1) Denied: (1) Director of Public Safety: (2) Director of Public Safety: (2)
	Approved: (Denied:) Date: 332020
	City Administrator: Much
	City Clerk: Approved: () Denied: () Daite: City Council:
	Original: Clerk's Office cc: Applicant Public Safety

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/20/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this

PRODUCER AON Risk Services Central, Inc. Philadelphia PA Office One Liborty Place 1650 Market Street	CONTACT A/5, ('H1C'AC'2 O A'A'), (CC N) PHONE (A/C. No. Ext); (866) 283-7122 FAX, No. jt (800) 363-0105 E-MAIL ADDRESS:	L
Suite 1000 Philadelphia PA 19103 USA	INSURER(8) AFFORDING COVERAGE	AIC#
INSURED Sunrise Senior Living, LLC	INSURER A: ACE American Insurance Company / 2266	At
7902 Westpark Drive McLean VA 22102 USA	INSURER C:	
	INSURER D:	
	INSURER E:	
	NSURER F:	

COVERAGES CERTIFICATE NUMBER: 570080584677 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NIR		TYPE OF INSURANCE	ADDI	WIR	POLICY NUMBER	POLICY EFF	(MAVOD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY	Y		XSLG71446529	09/01/2019	09/01/2020	EACH OCCURRENCE	\$1,000,00
		X CLAIMS-MADE OCCUR	ī		Claims Made			PREMISES (Ea occurrence)	\$1,000,00
	x	Prof Liab, Included	9		holows.			MED EXP (Any one person)	\$5,00
			01	1	hallou			PERSONAL & ADV INJURY	\$1,000,00
	GEN	LAGGREGATE LIMITAPPLIES PER:	70	(1)	0			GENERAL AGOREGATE	\$1,000,00
	X	POLICY PRO-		0.7	al		1	PRODUCTS - COMP/OF AGO	\$1,000,00
		OTHER:		(SIR	\$100,00
٦	AUT	OMOBILE LIADILITY						COMBINED SINGLE LIMIT (En assident)	
1	7	ANYAUTO						BODILY INJURY (Per person)	
1	\neg	OWNED SCHEDULED						BODILY INJURY (Par accident)	
-		AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
+	+	UMBRELLALIAB OCCUR				-		EACH OCCURRENCE	4
1		EXCESS LIAD CLAIMS-MADE						AGGREGATÉ	
Ì	C	DED RETENTION							
1		RKERS COMPENSATION AND						PER STATUTE OTH-	
-	ANY	PROPRIETOR / PARTNER / EXECUTIVE	NIA	- 1				E.L. EACH ACCIDENT	
1	(Mar	idatory in NH)						E.L. DISEASE-EA EMPLOYEE	
	DES	s, describe under CRIPTION OF OPERATIONS balavy						E.L. DISEASE-POLICY LIMIT	
							1		
			- 1						
		ON OF OPERATIONS / LOCATIONS / VEHICLE	- 1			6			_

The City of Gross Pointe Woods is Named As Additional Insured in accordance with the policy provisions of the General Liability

CERTIFICAT	E	HC	LD	E	R

CANCELLATION

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

City of Grosse Pointe Woods 20025 Mack Plaza Grosse Point Woods MI 48236 USA AUTHORIZED REPRESENTATIVE

An Rish Sorvices Contral Inc

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Holder Identifier:

MEMO 20-02

TO:

Bruce Smith City Administrator

FROM:

Frank Schulte, Director of Public Services

DATE:

February 21, 2020

SUBJECT:

Administration Office Furniture Replacement

On Sunday, March 3, 2019, the City of Grosse Pointe Woods administration office area experienced a major flood from the HVAC construction project.

During the course of the city hall redesign construction work, it was discovered that the office furniture stored in the shipping containers in the parking lot was covered in mold. ABF Environmental tested the contents of the office furniture in the shipping containers. They found that all soft material items will need to be discarded due to mold and hard surface items will need to be retested once cleaned.

Once it was discovered that most of the furniture would have to be discarded, we asked Stuckey Vitale Architects to review options for new office furniture replacements for City Hall. Stuckey Vitale Architects has assisted us with narrowing down multiple furniture designs, types and finishes for replacement. The following two bids were received.

Interior Environments \$97,775.80 McMillian Business Interiors \$110,218.00

Stucky Vitale Architect has reviewed the bids and has recommended the low bidder Interior Environments in the amount of \$97,775.80.

Based upon the recommendation of Stucky Vitale Architects, I recommend that Council approve the purchase of the administrative office area furniture replacement from Interior Environments, 48700 Grand River Ave., Novi, MI 48374 in the amount of \$97,775.80. I further recommend that Council approves the final phase of the redesign construction cost, including the furniture interior design work and soliciting of bids, provided by Stuckey Vitale Architects, 27172 Woodward Ave., Royal Oak, MI 48067 in the amount of \$10,076.76. The total project will not exceed \$107,852.56.

This is not a budget item included in 2019/2020 fiscal year budget and will require a budget amendment and transfer from account no. 101-000-699.000, Transfer from prior year Reserve Fund Balance, into account no. 401-902-977.105, Improvements – City Hall in the amount of \$107,852.56. The cost for the furniture destroyed by the flood in the amount of \$75,268.70 and the cost for the redesign construction in the amount of \$10,076.76 has been submitted to the city's insurance company for reimbursement. The probation office furniture and the extra filing cabinets were not part of the flood damage but needed to be updated with the new administration office floor design.

Once the city receives what the insurance company will cover, Council will be updated immediately. The furniture needs to be ordered in order to finalize this project and to avoid a seven-precent increase for furniture cost. Once the furniture order is placed, it takes eight weeks to be delivered. Then installation will need to take place, which will take one to two weeks to coordinate and accomplish. Interior Environments requires a deposit in the amount of \$48,900.00 to place the furniture order. The remaining balance is due after installation is completed.



	Amount
Administrative Office Area Furniture	\$97,775.80
Furniture Interior Design Work	\$10,076.76
Total Project Cost	\$107,852.56

Amount Submitted to Insurance for Reimbursement (Furniture Destroyed in Flood - \$75,268.70 &	
Furniture Interior Design Work - \$10,076.76)	\$85,345.46
Potential Cost to the City	\$22,507.10

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

Fund Certification: Account numbers and amounts have been verified as presented.

Cathrene Behrens, Treasurer/Comptroller

DATE: 02/12/20

interior. environments

48700 Grand River Ave. Novi, MI 48374

248.213.3010

PROPOSAL: 69731 PROJECT#: 59-4

PROPOSAL FOR:

Dana Swartz

INSTALL AT:

City of Grosse Pointe Woods

City of Grosse Pointe Woods 20025 Mack Plaza 20025 Mack Plaza Tag: City Hall

Grosse Pointe Woods, MI Frank Schulte 313-343-2460

SALESPERSON CUSTOMER P/O..: CONTRACT #

QTY PRODUCT DESCRIPTION SELL EXTENDED 1 4 4912 1,344.71 Transition Lounge 5,378.84 34.5"H x 31"W x 34.5"D Grade H Upholstery: Brisa Putty Wood: Walnut Distressed Tag(s): WAITING AREA #101 2 SDTRO2021 Stand Round Occasional Table 812.65 1,625.30 21"H x 20"W Top Finish: Laminate Wood: Walnut Distressed Laminate Top: Wilsonart Cafelle 7933 Tag(s): WAITING AREA #101 3 1 RET2060-42P Reef_V.8.1 Reef 20d x 60w x 42h Wall 424.38 424.38 Dependent Panel Table HPL Worksurface Vintage Worksurface Color Vintage Panel Color No Foot Rail No Coat Hooks Selected Tag(s): WAITING AREA #101 2 DC10-4A4 Dacapo Brochure Holder 205.88 411.76 10 1/2" x 39 3/8" x 5 1/2" Wall mounted rail with (4) 8 1/4"W x 11 11/16"H Poly Brochure Holders Tag(s): WAITING AREA #101 2 DC10-8A6 291.18 582.36 Dacapo Leaflet Holder 5 1/4" x 39 3/8" x 3 1/4" Wall mounted rail with (8) 4 1/8"W x 5 13/16"H Poly Leaflet Holders Tag(s): WAITING AREA #101 6 4 Reset Nesting Chair 350 264.94 1,059.76 Nesting Chair Frame: Magnet Gray Armless Mesh: Silver Mesh Seat Upholstery: Whisper Elephant Grade: B Casters: Grey Hard Floor Casters Tag(s): SM. CONF. ROOM #102 NST36-29RDX Nosh_V.8.1 Nosh Round Table with X Base-36d 418.87 418.87 7 x 29h Eased Edge Standard Tier 1 Laminate Studio Teak Pewter Feet

CONTINUED...
PAGE 1

DATE: 02/12/20 NOTE

PROPOSAL: 69731

PROJECT#: 59-4

48700 Grand River Ave. Novi, MI 48374 environments

interior.

248.213.3010

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
				and Post No Cut Out & Power Access Tag(s): SM. CONF. ROOM #102		
8	4	ELF342NI	ALF04	Ess Lat 42W 39-1/8H 3-12" Drws Int Pull P1 Paint Opts CLR: Parchment Standard Random key Tag(s): OPEN OFFICE	558.71	2,234.84
9	1			Quartz Top 36"x 84" Tag(s): OPEN OFFICE	4,117.65	4,117.65
10	6	ELF336NI	ALF04	Ess Lat 36W 39-1/8H 3-12" Drws Int Pull Pl Paint Opts CLR: Parchment Standard Random key Tag(s): OPEN OFFICE	483.53	2,901.18
11	1			Quartz Top 18"x108" Tag(s): OPEN OFFICE	2,470.59	2,470.59
12	3	ELF336NI	ALF04	Ess Lat 36W 39-1/8H 3-12" Drws Int Pull Pl Paint Opts CLR: Parchment Standard Random key Tag(s): OPEN OFFICE	483.53	1,450.59
13	1			Quartz Top 36"x108" Tag(s): OPEN OFFICE	5,176.47	5,176.47
14	2			Allsteel, Cadence Laminate Desk w/ Fabric Panel - 30"x 72"	836.97	1,673.94
22	1			Allsteel, Cadence Laminate L-Shaped Desk - 78"x 108"	1,936.15	1,936.15
42	2	801	SEATING	stackable poly back sled armless - splash 801 dark grey plastic seat chrome frame not selected not selected not selected Tag(s): BREAK ROOM #105	125.65	251.30
43	1	NST30-29RDX	Nosh_V.8.1	Nosh Round Table with X Base-30d x 29h Eased Edge Standard Tier 1 Laminate Studio Teak Pewter Feet and Post No Cut Out & Power CONTINUED PAGE 2	404.47	404.47

MOYI

DATE:

02/12/20

interior environments

48700 Grand River Ave. Novi, MI 48374

248.213.3010

PROPOSAL: 69731 PROJECT#: 59-4

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
				Access Tag(s): BREAK ROOM #105		
44	2			JSI, Vision Laminate U-Shaped Desk w/ Storage - 72"x 114"	3,180.63	6,361.26
				Tag(s): CATHY & SHAWN'S OFFICES		
61	4	GT4901E	Gatsby_V.8	Gatsby Guest Chair, 3/4 Uph Back, Uph Seat Vintage Coordinate Grade E Ultrafabrics Fabric Brisa Putty No Anti-Microbial Polyurethane Arm Caps Selected Rubber Cushion Metal Glides (Standard) Tag(s): CATHY & SHAWN'S OFFICES	425.22	1,700.88
62	1			JSI, Vision Laminate L-Shaped Desk w/ Storage - 72"x 84"	2,792.25	2,792.25
				Tag(s): SAM'S OFFICE #108		
74	1	GT4901E	Gatsby_V.8	Gatsby Guest Chair, 3/4 Uph Back, Uph Seat Vintage Coordinate Grade E Ultrafabrics Fabric Brisa Putty No Anti-Microbial Polyurethane Arm Caps Selected Rubber Cushion Metal Glides (Standard) Tag(s): SAM'S OFFICE #108	425.22	425.22
75	1			JSI, Vision Laminate L-Shaped Desk w/ Storage - 72"x 84"	2,792.25	2,792.25
				Tag(s): PROBATION OFFICE #109		
87	1	NST30-29RDX	Nosh_V.11.	Nosh Round Table with X Base-30d x 29h Eased Edge Standard Tier 1 Laminate Studio Teak Pewter Feet and Post No Cut Out & Power Access Tag(s): PROBATION OFFICE #109	403.20	403.20
88	2			Reset Nesting Chair 350 Nesting Chair Frame: Magnet Gray Armless Mesh: Silver Mesh Seat Upholstery: Whisper Elephant Grade: B Casters: Standard Black Carpet Casters Tag(s): PROBATION OFFICE #109	264.94	529.88

HOYI

DATE: 02/12/20

interior. environments 48700 Grand River Ave.

Novi, MI 48374

PROPOSAL: 69731 PROJECT#: 59-4

248.213.3010

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
89	1			Foundation Rectangle Conference Table 48"D x 168"W	4,575.90	4,575.90
				Tag(s): CONFERENCE ROOM #115		
96	1	TDLB2496		Foundation Buffet Credenza, 6 doors/6 drawers, Laminate, 24x96x36 Includes pull-out Waste Receptacle (far left door) Standard Top Bar Pull, Aluminum FIN: Wilsonart Ebony Recon (7997-38) Tag(s): CONFERENCE ROOM #115	3,191.29	3,191.29
97	1	CPR1		Refrigerator for 24"D Credenza	525.00	525.00
				Tag(s): CONFERENCE ROOM #115		
98	14	GV1723	Garvey R5_	Garvey R5 Management Adjustable Mid Back- 25d x 30w x 38-43.5h Grade E Ultrafabrics Fabric Brisa Bark Polished Aluminum with Arm Cap Swivel Tilt Mechanism Polished Aluminum Black Casters Tag(s): CONFERENCE ROOM #115	692.05	9,688.70
99	1			JSI, Vision Laminate Double Pedestal Desk - 36"x 72"	1,110.00	1,110.00
				Tag(s): BRUCE'S OFFICE #116		
100	1			JSI, Vision Laminate Credenza w/ Storage - 24"x 84"	2,011.34	2,011.34
				Tag(s): BRUCE'S OFFICE #116		
101	1			JSI, Vision Laminate 2H Lateral Files w/ Tall Storage - Media Center	3,067.63	3,067.63
				Tag(s): BRUCE'S OFFICE #116		
113	1	NST42-29RDX	Nosh_V.8.1	Nosh Round Table with X Base-42d x 29h Eased Edge Standard Tier 1 Laminate Studio Teak Pewter Feet and Post No Cut Out & Power Access Tag(s): BRUCE'S OFFICE #116	432.85	432.85
114	1	VL2030-30LF	Vision_V.8	Vision 20d x 30w x 30h 2-Drawer Lateral File HPL Worksurface Studio Teak Worksurface Color Eased Edge CONTINUED PAGE 4	434.12	434.12

novi

DATE:

02/12/20

interior environments

48700 Grand River Ave. Novi, MI 48374

248.213.3010

PROPOSAL: 69731 PROJECT#: 59-4

#	QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
				Studio Teak (Chassis Color) Studio Teak (Drawer Color) Bar Pull Polished Nickel Stardust Silver Tag(s): BRUCE'S OFFICE #116		
115	1			JSI, Vision Laminate L-Shaped Desk w/ Storage - 72"x 84"	2,069.72	2,069.72
123	1	H9190R	FLGSHP LAT	Tag(s): SUE'S OFFICE #117 Flagship 42W 2-Drw "R" Pull Lateral Flagship 42W 28H 18D Standard Random Key Lock PAINT: Select Core Paint PAINT: Putty Tag(s): SUE'S OFFICE #117	552.88	552.88
124	1	AFNLFTP-421 8L	ALFO4	Lateral File Top 42Wx18D Laminate L3 Woodgrain Lam Opts Lam: Cafelle Edg: Cafelle *Prev EDG* Tag(s): SUE'S OFFICE #117	136.24	136.24
125	1	AFNLFTP-301 8L	ALFO4	Lateral File Top 30Wx18D Laminate L3 Woodgrain Lam Opts Lam: Cafelle Edg: Cafelle *Prev EDG* Tag(s): SUE'S OFFICE #117	111.18	111.18
126	2	GT4901E	Gatsby_V.8	Gatsby Guest Chair, 3/4 Uph Back, Uph Seat Vintage Coordinate Grade E Ultrafabrics Fabric Brisa Putty No Anti-Microbial Polyurethane Arm Caps Selected Rubber Cushion Metal Glides (Standard) Tag(s): SUE'S OFFICE #117	425.22	850.44
127	1	VL1642WSOL	Vision_V.1	Vision 16d x 42w x 18h Wall Mount Overhead Cabinet w/Three Doors - Left Studio Teak (Chassis Color) Studio Teak (Door Color) No Locking Door Option Tag(s): SUE'S OFFICE #117	383.85	383.85
128	1	VL1630WSO	Vision_V.1	Vision 16d x 30w x 18h Wall Mount Overhead Cabinet w/Two Doors Studio Teak (Chassis Color) Studio Teak (Door Color) No Locking Door Option Tag(s): SUE'S OFFICE #117	327.60	327.60

DATE: 02/12/20 Novi

PROPOSAL: 69731

PROJECT#: 59-4

48700 Grand River Ave. Novi, MI 48374 environments

interior.

248.213.3010

# QTY	PRODUCT		DESCRIPTION	SELL	EXTENDED
129 1			JSI, Vision Laminate Double Pedestal Desk w/ Modesty - 36"x 72"	1,096.94	1,096.94
			Tag(s): LISA'S OFFICE #118		
130 1			JSI, Vision Laminate Credenza w/ Storage - 24"x 72"	1,552.24	1,552.24
			Tag(s): LISA'S OFFICE #118		
136 2	GT4901E	Gatsby_V.8	Gatsby Guest Chair, 3/4 Uph Back, Uph Seat Vintage Coordinate Grade E Ultrafabrics Fabric Brisa Putty No Anti-Microbial Polyurethane Arm Caps Selected Rubber Cushion Metal Glides (Standard) Tag(s): LISA'S OFFICE #118	425.22	850.44
137 1			JSI, Vision Laminate L-Shaped Desk - 72"x 90"	2,315.00	2,315.00
			Tag(s): PAUL'S OFFICE #119		
146 1	SV2HCNO	SV001	Svelte 2.0 Uph HighBackChair ChannelStitch No FC FSC Wood Polished Aluminum Synchro Seat Slider Height Adjustable Arms Grade 3 Uph FAB: Silvertex CLR: Carbon Tag(s): BRUCE TASK CHAIR	585.00	585.00
147 3	S415		Diffrient Smart Chair, 4D Height Adjustable Duron Arms Black Frame with Black Trim Dash Zinc Lotus Black No Leather Selected Standard Foam Seat Pan Std 5" Cylinder Std Hard Casters Std Foam and Plastics Tag(s): PAUL, BETH & CATHY'S TASK	762.35 CHAI	2,287.05
148 2	MMSY55	STG	MONTEREY MESH BACK/MESH SEAT Tension Control Tilt Lock Synchro-Tilt Seat Height Adjustment Waterfall Seat Seat Depth Adjustment Arm Height Adjustment Tag(s): SHAWN & LISA'S TASK CHAIRS	436.00	872.00
149 1			FREIGHT	1,500.00	1,500.00

interior. environments

QTY PRODUCT

153 1

NOVI

48700 Grand River Ave. Novi, MI 48374 248.213.3010

DATE: 02/12/20

PROPOSAL: 69731 PROJECT#: 59-4

DESCRIPTION

RECEIVE, DELIVER, AND INSTALL 9,725.00

SELL

EXTENDED

9,725.00

TERMS AND CONDITIONS OF SALE PER THE ATTACHED

SUBTOTAL...: 86,550.80 DEPOSIT REQUIRED: 48,900.00 FREIGHT....: 1,500.00 9,725.00 INSTALL...: ACCEPTED BY DATE ACCEPTED___ TOTAL 97,775.80 PAGE 7 OF 7

INTERIOR ENVIRONMENTS, a subsidiary of Balco Interiors, L.L.C. UNIFORM TERMS AND CONDITIONS OF SALE

1. PROPOSALS AND ORDERS

- TERM: All prices quoted by Interior Environments (Seller) are valid for 30 days from date of proposal.
- B. ACCEPTANCE: All orders setting forth in detail Buyer's specifications require either a hard copy purchase order issued by Buyer or a proposal prepared by Seller which has been approved by an authorized signalory of Buyer.
- C. MODIFICATIONS/CHANGES/CANCELLATIONS: All orders must be placed with Seller in writing. Any requested modification to an order is subject to the approval of Seller and the manufacturer or supplier of the goods ordered. Buyer will pay all additional charges resulting from order modifications, cancellations and changes. Express Ship Orders cannot be changed or cancelled. All goods are custom manufactured to customer specifications and, therefore, cannot be returned. Restocking programs are not available. Changes must be made via a revised written purchase order, change order or signed and dated revised proposal.
- D. CONTROLLING TERMS: The terms in this Uniform Terms and Conditions of Sale ("Agreement") shall control for all purposes any transaction between the parties and to the extent the terms, in any quote, invoice, purchase order, shipper, receipt or any other document are inconsistent with the terms of this Agreement, the terms of this Agreement shall control, and the inconsistent terms in a document other than this Agreement shall be null and void. The terms and conditions of any other written document provided by Interior Environments and signed by an authorized representative of Interior Environments which written document is not inconsistent with the terms of this Agreement shall supplement the terms hereof and are incorporated herein by reference. Customer agrees that this Agreement and any other Interior Environments document not inconsistent herewith are the only controlling documents and that there shall be no grounds to introduce any other terms under any legal or equitable theory including but not limited to a so called "battle of the forms."
- E. CREDIT APPROVAL: All orders are subject to credit approval.
- F. DEPOSITS: A deposit of 50% is required on all orders, and a deposit of 100% is required on C.O.M. materials. All required deposits must be received by Seller prior to the enlering of any orders. No interest shall accrue against such deposits.

2. INVOICING

- A. TIMING: Goods purchased under this Agreement and any related installation or other services will be invoiced upon delivery of the goods to the job site. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Any goods being held at Buyer's request will be invoiced in full upon Seller's receipt of same.
- B. PAYMENT TERMS: All invoices are due in full within ten (10) days from date of invoice. A monthly service charge of 1.5% (18% A.P.R.) will be assessed on all unpaid balances, including accrued but unpaid monthly service charges, after invoice due date. A service charge of three percent (3%) of the invoice amount will be added to all invoices paid by credit card.
- C. WITHHOLDING: Payment may be withheld on any invoice only for specific goods not delivered or damaged and such notice of withholding shall be in writing.
- D. FREIGHT: Unless otherwise noted, any applicable freight and handling charges are not included in this price quotation and will be invoiced as a separate line item alter the Seller is invoiced by the carrier. All shipping is FOB origin, prepaid and add.
- E. TAXES: Unless otherwise noted, any applicable sales, use, excise, or any other taxes, which are not included in the proposal, will be invoiced as a separate line item. Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax-exempt status, a certificate of resale or tax exemption is to be provided prior to order placement.
- F. DELAYS: If Buyer is unable or unwilling to receive goods at the prescribed shipping site on the mutually agreed upon delivery date, goods will be deemed delivered and will be invoiced as if delivered.

3. DELIVERY AND INSTALLATION

- A. DELIVERY AND (NSTALLATION: If included in the scope of service and specifically itemized on this proposal, Delivery and Installation will be made during Seller's normal business hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. Overtime Delivery or Installation performed at the Buyer's request will be subject to labor rates reflecting lime-and-a-half for weekdays and double time for weekends and Holidays. If applicable trade regulations require employing union tradesmen to complete the installation or delivery, the additional costs will be invoiced to and paid by the Buyer, Seller shall not be liable for failure or delay in installation due to the installation site not being ready for installation.
- B. SELLER'S RESPONSIBILITIES: Seller will receive, inspect, stage, deliver and install Buyer's goods. All furnishings will be left clean and in working order. Cartoning and packing materials will be removed to the Buyer's waste disposal containers, and the premises will be left broom clean. When applicable, Seller may direct shipments directly to the job site.
- C. BUYER'S ACCEPTANCE: Buyer agrees to have an agent on the premises at the agreed upon delivery time to accept goods deliveries and completed work. All merchandise shall be considered accepted after Buyer or his agent has signed the delivery document. All claims or exceptions must be made in writing on the delivery ticket or bill of lading on the date of work completion.

- D. DROP SHIPMENTS: In case of drop shipments where goods are delivered without installation, Buyer will receive, inspect and install ordered goods. Buyer is also responsible for filling necessary freight claims in the event of damage. Buyer shall have no claims against Seller due to freight damage and may not withhold payment on account thereof.
- E. CONDITION OF JOB SITE: Buyer's job site shall be clean, clear of all obstructions, and free of debris prior to installation. Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the price quotation, at a standard hourly rate, or at actual charges, if labor is performed by a third party.
- F. JOB SITE SERVICES: Buyer will furnish electrical current, healing, lighting, trash disposal containers, hoisting and/or elevator services, and suitable unobstructed dock space and staging areas at the job site without charge to Seller. If Seller is required to remove or handle existing furniture, the additional cost of moving and transporting shall be billed to the Buyer on an hourly basis. Once the installation has begun, Buyer agrees to assume any expense incurred by Seller due to such charges made at the Buyer's request or for any reason beyond Seller's control.
- G. ELECTRICAL INSTALLATION: A licensed electrician may be required to install electrical product including outlets, task lights and hook-ups to base building power. If Seller determines that an electrician is required, the Buyer will be responsible for contracting and paying the electrician.
- H. PROTECTION OF DELIVERED GOODS: Buyer is responsible for security and safekeeping of goods after delivery to Buyer's site, or into storage negotiated by Buyer if job site is not ready on mutually agreed upon delivery dale, and shall assume any risk of damage or loss thereof.

4. ADDITIONAL TERMS

- DISCLAIMER OF WARRANTIES: BUYER AGREES THAT THE GOODS ARE OF THE SIZE AND DESIGN SELECTED BY BUYER AND THAT BUYER IS SATISFIED THAT SAME IS SUITABLE FOR BUYER'S PURPOSES. SELLER HAS MADE NO REPRESENTATION OR WARRANTY AS TO ANY MATTER WHATSOEVER. SELLER DISCLAIMS AND BUYER EXPRESSLY WAIVES AS TO SELLER, ALL OTHER WARRANTIES WITH RESPECT TO THE GOODS, INCLUDING BUT NOT LIMITED TO ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY, OR WORKMANSHIP. NOTHING CONTAINED HEREIN SHALL DIMINISH THE RIGHT OF BUYER TO EXERCISE ALL RIGHTS AND REMEDIES AGAINST THE MANUFACTURER OF THE GOODS FOR MANUFACTURER WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE UNDER ANY THEORY AT LAW OR EQUITY FOR ANY LOSS OF USE, REVENUE, ANTICPIATED PROFIT OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE DESIGN AND USE OF THE GOODS. SELLER SHALL IDENTIFY ALL MANUFACTURERS' WARRANTIES.
- B. TITLE: Seller retains title and a security interest in all goods regardless of the location of the goods or installation thereof, until Seller has been fully paid by the Buyer. To the extent title is found to have passed to Buyer, Buyer hereby grants to Seller a security interest in the goods which Seller may perfect by filing any applicable UCC Financing Statement.
- C. ACTS BEYOND REASONABLE CONTROL: Seller shall not be liable for any delay or failure to deliver any or all of the goods caused by installation site delays, labor disputes, strikes, acts of God, or other delays beyond the reasonable control of the Seller.
- D. ENTIRE AGREEMENT: Unless otherwise agreed to in writing, this document is intended by all parties as the final expression of their agreement and supersedes all other purchase orders or documents provided by the Buyer.
- E. ASSIGNMENT: Buyer shall not assign its rights or obligations without the prior written consent of Seller.
- F. DEFAULT: If Buyer fails to pay any amount herein provided within len (10) days after the same is due and payable, or if Buyer fails to observe, keep or perform any other provision of this Agreement, then Seller shall have the right to exercise any one or more of the following remedies:
 - To declare the entire amount due hereunder immediately due and payable without notice or demand to Buyer.
 - ii. To sue for and recover all payments, then accrued or thereafter accruing.
 - iii. To take possession of the goods provided hereunder, without demand or notice, wherever same may be located, without any court order or other process of law. Buyer hereby grants free and full access to the premises and hereby waives any and all damages occasioned by such taking of possession.
 - iv. To pursue any other remedy at law or in equity.
 - Notwithstanding any repossession or any other action which Seller may take, Buyer shall be and remain liable for the full performance of all obligations to be performed hereunder. All of Seller's remedies are cumulative, and may be exercised concurrently or separately.
- 3. LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. The parties hereto agree to submit to jurisdiction of the state or federal courts located in the county of Oakland and the Eastern District of Michigan, respectively.



STUCKY VITALE ARCHITECTS
27172 WOODWARD AYE.
ROYAL OAK, MI 48067-0925
P: 248.546.670D
F: 248.546.8454
VYYYY.STUCKYVITALE.COM

RECEIVED

MAR - 9 2020

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT

INVOICE

City of Grosse Pointe Woods Frank Schulte 20025 Mack Plaza Grosse Pointe Woods, MI 48236

Invoice number

201-4228 REVISED

Date

10/31/2019

Project 2019.049 GPW- CITY HALL

PO# 19-45217

Professional services from 6/1/2019 through 10/31/2019

Architecture and Englneering Services Additional Services

Additional Services #1 Additional Services #2

Reimbursables:

Printing

\$ 6,800.00 \$ 2,800.00

\$ 476.76

Invoice total

\$ 10,076.76

Please remit payment within 30 days

Note the SVA Project # on remittance



CITY OF GROSSE POINTE WOODS **MEMORANDUM**



DATE: March 6, 2020

TO: Mayor and City Council

FROM: Susan Como, Executive Assistant

CITY OF GHOSSE POINTE WOODS Invoices from PAATS and The Helm Life Center for CDBG 2019 PY SUBJECT:

Reimbursement Requests

As you are aware, last Program Year the Department of Housing and Urban Development (HUD) and Wayne County restructured the Community Development Block Grant Program. The changes included each community having the option of designating \$20,000 on qualifying projects and/or public service(s) of their choice.

On May 13, 2019 City Council passed a Resolution authorizing the City Administrator to sign and submit the CDBG Joint Application with the Village of Grosse Pointe Shores, Grosse Pointe Farms, Harper Woods, Grosse Pointe Park, and Grosse Pointe City to Wayne County for inclusion in the County's Annual Action Plan to HUD requesting \$6,000 (30%) of the \$20,000 CDBG funds for PAATS (transportation services) and the remaining \$14,000 (70%) for The Helm Life Center (senior center operations).

The County is requesting that *PAATS* and *The Helm Life Center* invoice the city for the approved allocated amounts. Once they receive the checks from the city they will forward the required reimbursement paperwork to the city for signature and then submit it to the County. Once the County receives all the paperwork it will reimburse the city directly. Attached is Invoice #104 from PAATS in the amount of \$6,000 for transportation services and Invoice #3396 in the amount of \$14,000 from The Helm Life Center for senior center operations.

It is my recommendation that City Council authorize payment of Invoice #104 from PAATS in an amount not to exceed \$6,000 for transportation services and Invoice #3396 from The Helm Life Center in an amount not to exceed \$14,000 for senior center operations and authorize the City Administrator to sign all required request for reimbursement documents. This item is not a budgeted item and will require a budget transfer of \$6,000 from the General Fund to Account #245-730-872.000 (PAATS) and \$14,000 from the General Fund to Account #245-730-988.000 (The Helm).

Attachments

Wille

City Administrator Signature

Fund Certification:

A budget transfer is required from Account No. 101-000-699.000 in the amount of \$20,000 into Account No. 245-730-872.000 in the amount of \$6,000 and Account No. 245-730-998.000 in the amount of \$14,000, and that the account numbers have been verified.

Treasurer/Comptroller Signature

PAATS

In partnership with The Helm Life Center

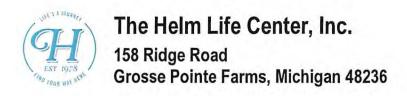
Pointe Area Assisted Transportation Service, Inc. 158 Ridge Road Grosse Pointe Farms, Michigan 48236

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

Invoice

Date:	12/31/2019
Invoice:	104
Terms:	Net 60

Description	Amo	unt
CDBG 19-14-05E: PY 2019 Public Services (Paratransit Services) for July 1, 2019 through December 31, 2019		6,000.00
	Total	\$6,000.00
Please make all checks payable to Pointe Area Assisted Transportation Service	Credits Balance Due	\$6,000.00



Phone: 313-882-9600

Fax: 313-882-8466

Bill To:

City of Grosse Pointe Woods 20025 Mack Plaza Grosse Pointe Woods, Michigan 48236

Invoice

2/18/2020
3396
Net 30
3/19/2020

Description	Amount

19-14-05E: CDBG PY 2019 Public Services (Senior Services) for July 1, 2019 through

14,000.00

December 31, 2019

Total: \$14,000.00

Payments: \$0.00

Balance Due: \$14,000.00



CITY OF GROSSE POINTE WOODS MEMORANDUM



CITY OF GROSSE POINTE WOODS

Date:

March 11, 2020

To:

Mayor Novitke & City Council

From:

Cathrene Behrens, City Treasurer/Comptroller,

Subject:

Wayne County Pays Program

Please find attached notice received from the Wayne County Treasurer, Eric Sabree, regarding the Wayne County Pays Program. On March 2, 2020 Governor Whitmer signed into law HB 5124 (commonly known as Pay As You Stay (PAYS) which amended the General Property Tax Act (PA 206 of 1893 "GPTA") by adding new subsections authorizing the County Treasurer to implement a delinquent tax reduction program for certain homeowners who have received poverty tax exemptions granted under MCL 211.7u. In Wayne County, the Wayne County Treasurer is required to implement the PAYS program for qualified homeowners in any local cities, townships or villages that do not "opt out" of the PAYS participation.

The City is required to provide written notice to the Wayne County Treasurer's office within twenty-one (21) calendar days from the date of the notice as to whether the City would like to participate in the program.

I have talked with the Assessor Eric Dunlap regarding this issue and many of their communities have made the decision to opt out of this program. He has advised that the City has received two (2) poverty exemption requests for the 2020 tax year, and the Board of Review is tasked with making a determination as to whether these are granted to a City taxpayer. It is my recommendation to notify the Wayne County Treasurer's Office that the City of Grosse Pointe Woods chooses to "opt out" of the PAYS program.

The City Attorney has reviewed the PAYS program stipulation and concurs with the recommendation.

I am requesting City Council authorization to notify the Wayne County Treasurer's Office, no later than March 23, 2020, that the City of Grosse Pointe Woods has elected to "opt out" of the PAYS program.

Thank you.



ERIC R. SABREE Wayne County Treasurer

JEAN-VIERRE ADAMS Chief Deputy Treasurer

NOTICE OF INTENT TO IMPLEMENT PAYS PROGRAM

To:

Local Treasurers in Wayne County

From: Eric R. Sabree, Wayne County Treasurer

Re:

Wayne County PAYS Program

Dated: March 2, 2020

On March 2, 2020 Governor Whitmer signed into law HB 5124 (commonly known as Pay As You Stay ("PAYS")) which amended the General Property Tax Act (Act 206 of 1893 "GPTA") by adding new subsections (8), (9), (10), and (11) to section 78g (MCL 211. 78g (8), (9), (10), and (11)). The new law authorizes County Treasurers to implement a delinquent tax reduction program for certain homeowners who have received poverty tax exemptions granted under MCL 211.7u (such program is referred to herein as the "PAYS Program"). In Wayne County, the Wayne County Treasurer is required to implement the PAYS Program for qualified homeowners in any local cities, townships, or villages that do not opt out of the PAYS participation.

This correspondence serves as the notice that the Wayne County Treasurer is required to provide to the local units of governments in Wayne County (each, a "Local Treasurer") of the intent to implement the PAYS Program and advising you that your local unit government has the option of not participating in the PAYS Program. If you determine that you will not participate in the PAYS program, you must provide the Wayne County Treasurer written notice of nonparticipation which must be delivered within 21 calendar days of the date of this notice (MCL 211.78g

(10)(b)(i)). A notice of non-participation must be mailed to the Wayne County Treasurer at 400 Monroe Street, 5th Floor, Detroit, Michigan 48226 <u>and</u> by email to <u>WCTODELINQUENTTAXES@waynecounty.com</u>. If a Local Treasurer provides the Wayne County Treasurer a notice of nonparticipation, all properties within the respective jurisdiction will be excluded from the PAYS Program. If a Local Treasurer fails to provide a notice of nonparticipation, that treasurer is presumed to have consented to participation.

The Wayne County Treasurer will address any questions that you may have regarding the PAYS Program during the Wayne County Treasurers Association meeting on March 11, 2020.

Below are the terms and conditions to be offered under the PAYS Program and other information relevant to your decision making.

A. <u>Properties that Qualify for the PAYS Program.</u>

The PAYS Program will apply to property: (a) that has received or will receive a property tax exemption under the provisions of MCL 211.7u for any tax year from 2019 through 2022, (b) has unpaid delinquent taxes, and (c) is located in a city, town, or village in Wayne County that has not opted out of the PAYS Program pursuant to the terms of MCL 211.78g (10)(b).

B. Reductions in Delinquent Taxes.

For property that meets the qualifications to be included in the PAYS Program, one or more of the following methods of reducing unpaid delinquent taxes¹ would be available to homeowners who participate in the PAYS Program:

 If the total amount of unpaid delinquent taxes is greater than 10% of the property's taxable value for the calendar year preceding the year the property was exempt under MCL 211.7u, then the amount required

¹ "Unpaid delinquent taxes" means the amount of taxes turned over to the Wayne County Treasurer for collection. Such amount would include millage assessments, administrative fees and interest fees imposed by the local units of government, and may include solid waste fees and water department charges.

- to redeem the property under MCL 211.78g(3)(a) will be reduced to 10% of the property's taxable value for the calendar year preceding the year the property was exempt under MCL 211.7u.
- 2. All unpaid delinquent taxes that represent charges for services that have become delinquent and have been certified to the Wayne County Treasurer for collection of taxes and enforcement of the lien for the taxes under section 21(3) of the revenue bond act of 1933, 1933 PA 94 (MCL 141.121) may be canceled.
- 3. All of the interest, penalties, and fees required to be paid under the GPTA with respect to unpaid delinquent taxes will be cancelled.

With respect to the provisions of B.1 through B.3, above, the following will apply:

- (a) In the event that a property has been exempt under MCL 211.7u for more than one calendar year, for purposes of determining the property's taxable value for the calendar year "preceding" the year the property was exempt under MCL 211.7u, the calendar year immediately preceding the last prior consecutive calendar year that the property was exempt under MCL 211.7u will be used. By way of example, if a property was exempt in 2017, 2019, and 2020, the taxable value for 2018 will be used, not the taxable value for the 2016 calendar year.
- (b) The 10% of taxable value amount determined in Section B(1) above, may be further reduced by 10% of the amount of unpaid delinquent taxes required to be paid to redeem the property if the property is redeemed by a single lump-sum payment (MCL 211. 78g (8)(b)). The single lump-sum payment must be paid within 45 days after the date on the notice to the homeowner from the WCTO that they are eligible for reduction of delinquent taxes under the PAYS Program.
- (c) The Wayne County Treasurer will not impose any additional interest, penalties, fees, or other charges or any kind in connection with the PAYS Program (See, MCL 211.78g(d)).

- (d) The PAYS Program would apply to property that is subject to an approved delinquent property tax installment payment plan under MCL 211.78q(1) or an approved tax foreclosure avoidance agreement under MCL 211.78q(5). Failure of a homeowner to pay amounts under such a plan or agreement does not prohibit a homeowner from participating in the PAYS Program.
- (e) The Wayne County Treasurer will offer a payment plan to all eligible homeowners under which the reduced amount payable under MCL 211.78g(8) must be paid over a period of up to 36 months in (approximately) equal monthly installments, without interest (the "PAYS Plan"). The initial payment required to enter into a PAYS Plan is the greater of 3% of the reduced amount or \$25.00. Under the PAYS payment agreement, if the homeowner misses 3 payments within a six (6) month period, the WCTO office will send the homeowner a "notice of missed payments" and the homeowner will have the opportunity to pay all missed payments within 90 calendar days after the date of the "notice of missed payments." If the homeowner fails to pay all missed payments within this period (or such later period as approved by the Wayne County Treasurer), the homeowner will be in default under the PAYS Plan.
- (f) If the homeowner is in default under a PAYS Plan all of the following will apply:
 - (i) The amount required to be paid to redeem the property is the sum of (a) any unpaid delinquent taxes on the property and (b) interest under MCL 211.78g(3)(b) and any additional interest, fees, charges and penalties otherwise applicable to any unpaid taxes on the property, including, but not limited to, interest, fees, charges, and penalties canceled under MCL 211.78g(d); and
 - (ii) the property <u>must be included</u> in the immediately succeeding petition for foreclosures under MCL 211.78h.

(g) Once the homeowner has completely paid the reduced amount of delinquent taxes under Section B and in accordance with any PAYS Plan, any remaining unpaid taxes, interest, penalties, and fees otherwise payable will be cancelled by the Wayne County Treasurer, including, but not limited to, any interest, fee, or penalty payment required under a Section 78q(1)delinquent property tax installment payment plan or a Section and 78q(5) tax foreclosure avoidance agreement.

C. <u>Empact on Local Units of Government and Taxing Jurisdictions.</u>

- A reduction of unpaid delinquent taxes under MCL 211.78g(a)(i) must be allocated to each taxing unit on based on the proportion that its unpaid delinquent taxes certified to the Wayne County Treasurer bear to the total amount of unpaid delinquent taxes certified to the Wayne County Treasurer in connection with the property.
- 2. All payments collected in connection with property under MCL 211.78g (paid in either a single lump-sum or under a PAYS Plan) must be distributed to each taxing unit that has certified to the Wayne County Treasurer unpaid delinquent taxes for the property in an amount based on the proportion that the taxing unit's unpaid delinquent taxes certified to the Wayne County Treasurer bear to the total amount of unpaid delinquent taxes certified to the Wayne County Treasurer in connection with the property.
- 3. If a payment reduction under MCL 211.78g(8) is in effect for property for which Wayne County has issued notes under the GPTA that are secured by delinquent taxes interest on that property, at any time within 2 years after the date that those taxes were returned as delinquent, the Wayne County Treasurer will charge back to any taxing unit in Wayne County the face amount of the delinquent taxes that were owed to that taxing unit on the date those taxes were returned as delinquent, less the amount of any payments received by the Wayne County Treasurer on that property. All subsequent payments of

- delinquent taxes and interest on that property will be retained by the Wayne County Treasurer in a separate account and either paid to or credited to the account of that taxing unit.
- 4. Any payment under a delinquent property tax installment plan pursuant MCL 211.78q(1) or under a tax foreclosure avoidance agreement pursuant to MCL 211.78q(5) that are made during the calendar year in which an owner of property is on the PAYS Plan must be credited to the amount owed as calculated under MCL 211.78q(8), with the credit not to exceed the amount owed under MCL 211.78g(8).

Local Treasurer and Assessors, that have not opted out of participating in the PAYS Program, are requested to forward to the Wayne County Treasurer Excel files reflecting the properties that have been granted exemptions from taxes under MCL 211.7u, as soon as possible for exemptions granted for 2019 and as soon as practical for exemption granted for tax years 2020, 2021, and 2022. Such Excel files are to be emailed to wccounty.com. The format of the Excel file is as follows:

NAME OF MUNICIPALITY

	PARCEL NUMBER	ADDRESS	TAXPAYER NAME	PRECEEDING YEAR TAXABLE VALUE	PTE YEAR
1					
2					

If you have any questions regarding this notice or the PAYS Program, please email them to <u>Chief</u> Deputy Treasurer Jean-Vierre Adams at jvadams@waynecounty.com or raise them during the meeting of the Wayne County Treasurers Association on March 11, 2020.

Lisa Hathaway

From: Cathy Behrens

Sent: Wednesday, March 11, 2020 3:57 PM

To:Lisa Hathaway; Bruce SmithSubject:Fwd: PAYS.Program.doc

Sent from my iPhone

Begin forwarded message:

From: Berschback Law Offices <blowlaw@yahoo.com>

Date: March 11, 2020 at 3:26:20 PM EDT **To:** Cathy Behrens <cbehrens@gpwmi.us>

Ce: Bruce Smith bsmith@gpwmi.us, Susan Como SComo@gpwmi.us>

Subject: Re: PAYS.Program.doc

Reply-To: Berschback Law Offices <blownam@yahoo.com>

Cathy:

Confirming our phone call, I have reviewed your Memo to the City Council and the Wayne County Notice of Intent and have no objections to it. I agree that based on the number of properties involved in Grosse Pointe Woods, it makes sense to opt out of the program. You need anything further, please call.

Chip Berschback

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

On Wednesday, March 11, 2020, 9:33:40 AM EDT, Cathy Behrens cbehrens@gpwmi.us> wrote:

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



CITY OF GROSSE POINTE WOODS BUILDING DEPARTMENT MEMORANDUM

MAR - 6 2020
CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENTODO

TO:

Mayor & City Council

FROM:

Gene Tutag, Building Official

DATE:

March 4, 2020

SUBJECT:

Nu Appearance Landscaping – Request to Renew Contract

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

The Building Department is requesting to extend the service agreement with Nu Appearance Landscaping thru March 31, 2021 as they have offered to accept another one year extension with terms and pricing to remain unchanged from their original contract dated March 10, 2014.

Attachments

Nu-Appearance agreement extension e-mail – 03/04/20 Request for Bid/Exhibit A dated 03/10/14 Certificate of Liability Insurance (Expires 7/19/20) Proposed Service Agreement for 2020/2021 Council Clipping – 03/18/19

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

Bruce Smith, City Administrator

Outlier Smith, City Administrator

Date

3/5/20

Cathrene Behrens, City Treasurer/Comptroller

Date

Date

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: NU APPEARANCE MAINTENANCE APPEARANCE <nuappearance@comcast.net>

Date: 3/4/20 11:10 AM (GMT-05:00)
To: Gene Tutag <GTutag@gpwmi.us>

Subject: Re: Extend Service Agreement Thru 4-01-2021

Good Morning Gene,

This e-mail confirms NU Appearance's intention to renew the existing agreement through 4-1-2021. At your earliest convenience, please forward an updated Purchase Order for the extended year 2020-2021.

Thank you!

Scott Kettler NU Appearance Maintenance, Inc.

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

Exhibit A

		AMOUNT
Lawn Maintenance: Cut & Tr	im	
Various Lot Sizes:		
40' x 120'		40,00
60' x 150'		50,00
90' x 200'		80,00
100' x 300'		100,00
Shrub Trimming:		
	(per man hr)	37.00
Removal/Disposal of debris of property	(per yd)	25.00
Spraying:		
Spray cracks & crevices for weeds on	······································	
concrete areas:	(per-job)	15.00 PER
Miscellaneous Service Call	(per job)	40.00
Debris Removal	(per yd)	25,00
leavy equipment	(per hr)	95,00
MDA License (must provide copy)		#820087

CONTACT NAME/APPLICANT: ANDY & SCOTT KETTLER.					
COMPANY NAME:	NU APPEARANCE MAINTENANCE INC.				
ADDRESS:	19942 HARPER AVENUE, HARPER WOODS 48225				
PHONE: /	313.884.0515				
SIGNATURE: Lett Kui	DATE: 3/10/14				



Oct 24 19, 10:33a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2019 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NECATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISCUING INSURER(9), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER Shelle Kipp PHONE (A/C, No, Ext): E-MAIL Morris Insurance Group, Inc. (586) 569-0440 (586) 569-0384 FAX (A/C, No): Little-Killebrew-Stelger shelle.kipp@MorrisInsuranceGroup.com ADDRESS: 22440 Hall Road INSURER(S) AFFORDING COVERAGE NAIC # Clinton Township MI 48036 Pioneer State Mutual Insurance 18309 INSURER A INSURER B: Accident Fund National INSURED 12305 Nu Appearance Maintenance Inc INSURER C 19942 Harper Avenue INSURER D INSURER E : Harper Woods MI 48225 INSURER F: 2019 2020 COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR TYPE OF INSURANCE POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 250,000 CLAIMS-MADE X OCCUR 5.000 MED EXP (Any one person) PK00001035 07/19/2019 07/19/2020 1,000,000 A Y PERSONAL & ADV INJURY 5 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PRO-JECT 2,000,000 PRODUCTS - COMP/OP AGG CYBER \$ 50,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED CA00303217 07/19/2019 07/19/2020 A BODILY INJURY (Per accident) 5 AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ 1,000,000 UMBRELLA LIAB OCCUR EACH OCCURRENCE 07/19/2019 07/19/2020 1,000,000 CU00000889 **EXCESS LIAB** 5 CLAIMS-MADE **AGGREGATE** 10,000 DED RETENTION \$ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY 500,000 ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT 07/19/2020 07/19/2019 B Y NIA WCV6170201 OFFICER/MEMBER EXCLUDED? 500,000 . (Mandatory In NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more apace is required) City of Grosse Pointe Woods is Additional Insured with respect to General Liability when written contract applies. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Grosse Pointe Woods 20025 Mack Plaza Dr AUTHORIZED REPRESENTATIVE Grosse Pointe Woods MI 48236

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SERVICE AGREEMENT FOR NU APPEARANCE LANDSCAPING

Grosse Point	Agreement entered into this day of, 2020 between the City of e Woods ("CITY") and NuAppearance Maintenance, Inc. (a/k/a Nu Appearance ("NU") located at 19942 Harper Avenue, Harper Woods, MI 48225.
	EREAS, the Grosse Pointe Woods City Council on 2020, awarded ct to provide landscaping and lawn mowing services within the City of Grosse s, and;
	EREAS, the parties wish to clarify their respective duties and responsibilities under s set forth in this Agreement.
IT IS	AGREED:
1.	Award of Contract. NU is hereby awarded the contract to perform services for the CITY as specified in the attached specifications, Exhibit A, incorporated by reference and made a part of this Agreement.
2.	Term of Contract. This contract will be for a period of April 1, 2020 to March 31, 2021.
3.	Availability of Service. NU will provide the services described in the contract to the CITY on an as needed basis within 48 hours of a request, weather permitting.
4.	Rates. The rates to be charged by NU are determined in attached Exhibit A.
5.	Record of Receipts. On a monthly basis, NU will provide the CITY a record of all services rendered during the period for which payment is made. The records supplied to the CITY shall contain the following information:
	 a. The date the service was rendered; b. The nature of the service rendered and; c. The address where the service was rendered; d. Invoices for the work on a monthly basis.

- 6. <u>Inspection of books and records by CITY</u>. The CITY shall have the right to inspect NU's books and records (as they pertain to service charges under this Agreement) on NU's premises during normal business hours.
- 7. <u>Compliance with City Ordinances</u>. NU shall be required to comply with all City Ordinances and pertinent state laws during the terms of this Agreement including but not limited to hours of operation.

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

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

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

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

WITNESS:	City of Grosse Pointe Woods
-	By: Bruce Smith City Administrator
	NuAppearance Landscaping
,	By: Scott A. Kettler
	Its: Owner

COUNCIL CLIPPING 03-18-19

Motion by McMullen, seconded by Shetler, regarding **Contract: Landscape Abatement**, that the City Council approve a contract with Nu Appearance Landscaping to provide grass and weed abatement services (landscaping) from April 1, 2019, through May 31, 2020.

Motion by McMullen, seconded by Shetler, to amend the previous motion by inserting, "and authorize the City Administrator to sign the contract."

Motion carried by the following vote:

Yes:

Bryant, Koester, McConaghy, McMullen, Novitke, Shetler

No:

None

Absent:

Granger

MEMO 20-21

MA	
XD	
0.0	

TO:

Bruce Smith, City Administrator

FROM:

Frank Schulte, Director of Public Services

DATE:

February 27, 2020

SUBJECT:

2019/2020 Water Main Capital Improvement Program - AEW Project No.

At the February 11, 2019 Construction Committee meeting it was determined that the 2019/2020 Water Main Capital Improvement Program's priority is the replacement of 3,647 feet of 65 year old 8 inch water main on Bournemouth, Raymond, Linville, Kingsville, and easement water mains that run between homes on South Renaud, North Saddle Lane, and Lakeshore Lane. These water mains have experienced multiple breaks in recent years.

The new water main will be an 8 inch high-density polyethylene (HDPE) pipe. The replacement of the water main will be done by pipe bursting. Pipe bursting is a cost effective and efficient method to replace water mains. Pipe bursting also has a minimum impact to residents on the affected streets. The new water main will increase reliability and flow for fire protection and our residents.

On Tuesday, February 4, 2020, five bids were received for the 2019/2020 Water Main Capital Improvement Program. The lowest qualified bidder was, Fontana Construction, Inc, of Sterling Heights, Michigan.

> Fontana Construction, Inc. \$850,658.10 Bidigare Contractors, Inc. \$1,010,788.00 Pamar Enterprises, Inc. \$1,177,503.35 Lawrence M. Clarke, Inc. \$1,233,193.25 D.V.M. Utilities, Inc. \$1,283,070.00

AEW recommends Fontana Construction, Inc. Fontana Construction, Inc. has previously worked for Grosse Pointe Woods and nearby communities and their work has been satisfactory.

Based upon the recommendation of AEW, I concur that the contract for the 2019/2020 Water Main Capital Improvement Program be awarded to the lowest qualified bidder, Fontana Construction, Inc., 6340 Sims, Sterling Heights, Michigan 48313 in the amount of \$850,658.10.

On September 9, 2020, Council approved \$70,000.00 for design engineering fees for this project. Therefore, I recommend construction engineering fees that will be provided by Anderson, Eckstein and Westrick, Inc., 51301 Schoenherr Rd., Shelby Twp., MI 48315 in an amount not to exceed \$127,500.00. I further recommend a construction contingency in an amount not to exceed \$100,000.00 to cover any unforeseen problems should they arise. The total project will not exceed \$1,148,158.00. This is a budgeted item in the water/sewer fund. Amounts and account numbers are listed in the table below.

Water Main Construction & Engineering Expenses				
Construction	592-537-977.300	\$850,658.10		
Design Engineering (previously approved)	592-537-977.310	\$70,000.00		
Construction Engineering	592-537-977.310	\$127,500.00		
Contingency	592-537-977.300	\$100,000.00		
Total Project Cost		\$1,148,158.10		

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

Bruce Smith, City Administrator

Fund Certification: I hereby certify that unencumbered funds are available for the above purchase, and that the account

numbers have been verified,

Cathrene Behrens, Treasurer/Comptroller



ANDERSON, ECKSTEIN & WESTRICK, INC. CIVIL ENGINEERS SURVEYORS ARCHITECTS

51301 Schoenherr Road Shelby Township, MI 48315 586,726,1234 www.aewinc.com

February 24, 2020

Bruce Smith, City Administrator City of Grosse Pointe Woods 20025 Mack Avenue Grosse Pointe Woods, Michigan 48236-2397

Reference:

Bournemouth Water Main Replacement

AEW Project No. 0160-0417

Dear Mr. Smith:

On Tuesday, February 4, 2020, four (4) bids were received for the above referenced project. We have reviewed the bids and have included a summary herewith for your use. The low bidder is Fontana Construction of Sterling Heights, Michigan with a total bid amount of \$850,658.10.

We have worked with Fontana Construction in Grosse Pointe Woods and nearby communities and they have performed satisfactorily.

Based upon our past experience, availability of funds, and the lowest bid submitted, we recommend the contract for the **Bournemouth Water Main Replacement Project** be awarded to **Fontana Construction**, 6340 Sims, Sterling Heights, Michigan 48313 in the amount of \$850,658.10.

In addition, we are recommending additional budget for construction engineering of \$127,500 and a construction contingency of \$100,000. Design engineering was previously approved by Council in the amount of \$70,000. Therefore, the total project cost estimate is \$1,148,158.10.

If you have any questions, please advise.

Sincerely,

ANDERSON, ECKSTEIN AND WESTRICK, INC.

Scott Lockwood, PE

cc: Frank Schulte, DPW Director

Cathy Behrens, Controller

Enclosure

\\aew-vm-actdata\active\0160\0160-0417\Gen\Letters\recaward.docx



TABULATION OF BIDS

CITY OF GROSSE POINTE WOODS
BOURNEMOUTH
WATER MAIN REPLACEMENT
AEW PROJECT NO. 0160-0417

DATE: TIME: 2/4/2020 10:00 AM

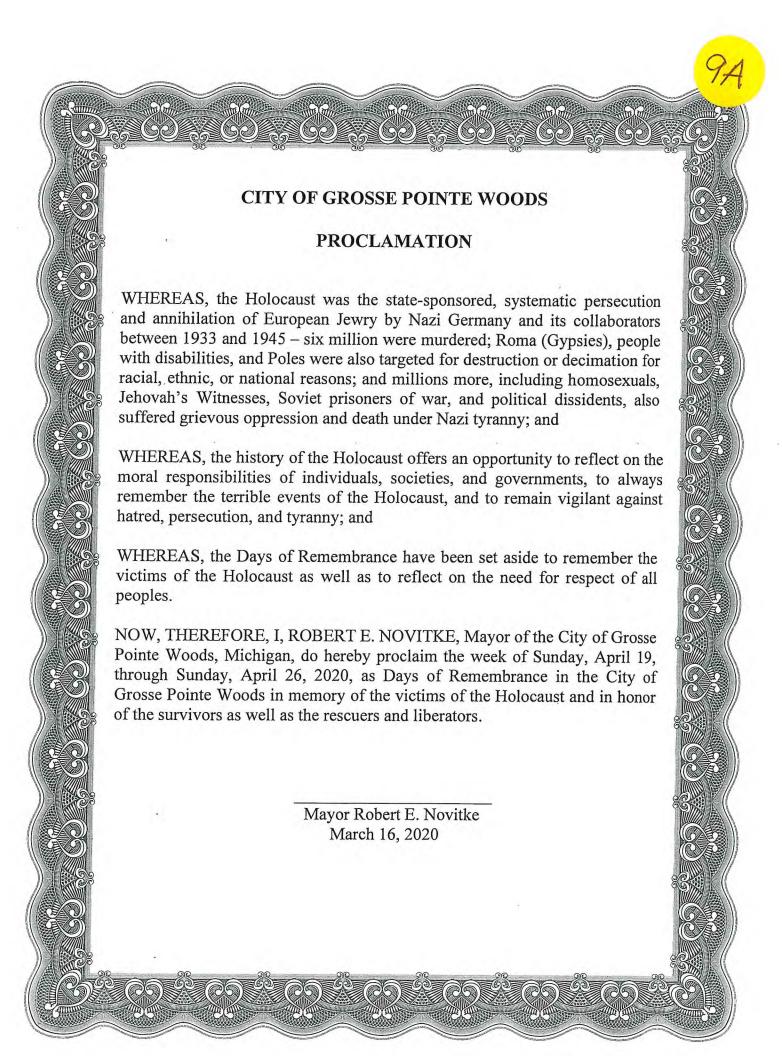
VENDOR RANKING

		Option 1		
RANK	K VENDOR NAME	(Tempo	rary Water Service)	
1	Fontana Construction, Inc.	\$	850,658.10	
2	Pamar Enterprises, Inc.	\$	1,177,503.35	
3	Lawrence M. Clarke, Inc.	\$	1,233,193.25	
4	D.V.M. Utilities, Inc.	\$	1,283,070.00	

DANK NENDOD MANE			Option 2
RAIN	K VENDOR NAME	(PI	re-Chlorinated)
1	Bidigare Contractors, Inc.	\$	1,010,788.00
2	Pamar Enterprises, Inc.	\$	1,207,343.35
3	Lawrence M. Clarke, Inc.	\$	1,213,190.65
4	D.V.M. Utilities, Inc.	\$	1,319,525.00

^{*} CORRECTED BY ENGINEER

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



Invoice Number 301868

Invoice Date

COUNTY OF WAYNE

Warren C. Evans - County Executive 500 Griswold, Detroit, Michigan 48226

Invoice

02/11/20 Send Remittance to:

Wayne County Department of Environment 400 Monroe, Suite 300 Detroit, Michigan 48226

100170

Customer: Grosse Pointe Woods, City of 20025 Mack Plaza

Grosse Pointe Woods MI 48236

CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT OF STREET OF STREET

500012

Direct Inquiries to:

Telephone (313) 224-7843

Department of Environment

Line No.	Due Date	Description of Item, Material, Services or Work	Amount
001	03/12/20	PRINCIPAL DUE MILK RIVER DRAINAGE SYSTEM 305-445-991.000 SRF PROGRAM 5446-01 Acct# 830.186830	723,048.00
002 03/12/	03/12/20	Cash Acct# 830.010724 INTEREST DUE MILK RIVER DRAINAGE SYSTEM 365-445-992.000 SRF PROGRAM 5446-01 Acct# 44724.581001 Cash Acct# 830.010724 Ou-1-3 3/3/2020 CBullers	181,246.24
		3/3/2020 Behrens	,
		Please Pay This Amount =>	\$ 904,294.24

Return Remittance Copy of Invoice with Payment

Invoice Number 301868 Invoice Date

02/11/20

RECEIVED



MAR - 6 2020

www.aewinc.com



ANDERSONE EGNOYOPPN & WESTRICK, INC. CLERK PREPARTMENT SURVEYORS ARCHITECTS 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315

INVOICE

February 10, 2020

Project No:

p(586)726-1234

0160-0420-0

Invoice No:

0125034

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

Project

0160-0420-0

DPW WATER & SEWER BARN

Professional Services from January 6, 2020 to February 2, 2020

Phase

CIVIL / SURVEY

Fee

Total Fee

5,000.00

Percent Complete

40.00 Total Earned

2,000.00

Previous Fee Billing

0.00

Current Fee Billing

2,000.00

Total Fee

2,000.00

Total this Phase

\$2,000.00

Phase

02

ARCHITECTURAL DESIGN

Fee

Total Fee

13,000.00

Percent Complete

10.00 Total Earned

1,300.00

Previous Fee Billing

0.00

Current Fee Billing

1,300.00

Total Fee

\$1,300.00

Total this Phase Total this Invoice

\$3,300.00

1,300.00

PO#19-45539 592.537.978.300 3/2/20 Believes





ANDERSON, ECKSTEIN & WESTRICK, INC. CIVIL ENGINEERS SURVEYORS ARCHITECTS 51301 SCHOENHERR RD. SHELBY TOWNSHIP, MI 48315

INVOICE

www.aewinc.com

p(586)726-1234

000639

19-20

January 21, 2020

Project No: Invoice No:

0160-0364-0 0125058

ACCOUNTS PAYABLE

20025 MACK AVENUE

GROSSE POINTE WOODS, MI 48236-2397

CITY OF GROSSE POINTE WOODS

PO #17-43940

592-537-975.004

\$9,184.05

Project

0160-0364-0

SAW GRANT-WASTEWATER ASSET MGT PLAN

01/22/2020

Professional Services from December 9, 2019 to December 31, 2019

Professional Personnel

	Hours	Rate	Amount	
RESEARCH/REVIEW				-)
PRINCIPAL ENGINEER				
LOCKWOOD, SCOTT	10.00	103.00	1,030.00	Enement -
SENIOR PROJECT ENGINEER				11-11
SEIDEL, KYLE	.50	103.00	51,50	1128/28.
Coordination of Torrey Road PS Assessment with Paul		,		
SEIDEL, KYLE	.30	103. 0 0	30.90	
Coordination with Paul for Torrey PS assessment for SAW				
PRELIMINARY ENGINEERING				
LICENSED ENG/SUR/ARC				
EBERLE, JOSEPH	2.00	103.00	206.00	
asset management plan				
CONTRACT ADMINISTRATION				
LICENSED ENG/SUR/ARC				
EBERLE, JOSEPH	2.80	103.00	288.40	
Disbursement request				
GRADUATE ENG/SUR/ARC				
MARCUS, PATRICK	1.00	83.50	83.50	
Check pay app from contractor for mod #2 work				
TEAM LEADER				
VARICALLI, FRANK	2.50	83.50	208.75	
VARICALLI, FRANK	.50	83.50	41.75	
amp review				
ENGINEERING AIDE II				
ANKAWI, MICHELLE	.50	62.00	31.00	
Create Draft Estimate				
ANKAWI, MICHELLE	2.00	62.00	124.00	
Generate IDR for Pay Items, create Final Balancing Mod				
ANKAWI, MICHELLE	3.00	62.00	186.00	
Final Documnets to close file				
STUDIES				
LICENSED ENG/SUR/ARC				
GUINNANE, PAUL	3.00	103.00	309.00	
Review assessment photos and draft PS assessment for AMI	Þ			
GUINNANE, PAUL	2.00	103.00	206.00	
Review plans and draft PS assessment. Transfer and organize inspection	ze photos f	rom		

LICENSED ENG/SUR/ARC GUINNANE, PAUL 4.50 103.00 463.50 Prep, travel and perform Torrey Rd PS assessment inspection w/ operator.	Project	0160-0364-0	SAW GRANT-WASTEWATER AS:	SET MGT PLAN	Invoice	0125058
Torrey Road PS service district mapping w/ GIS, review files and emails (electrical alternative/ redundant power source, WLE emails), complete initial draft of AMP PS assessment for SAK review GUINNANE, PAUL Review AMP and PS Assessment, criticality GUINNANE, PAUL Review files and draft Torrey Road PS assessment GUINNANE, PAUL Review Graft PS Assessment for AMP, discuss w/ SAK, prep exhibits (photos, district map) MEETINGS LICENSED ENG/SUR/ARC GUINNANE, PAUL LICENSED ENG/SUR/ARC GUINNANE, PAUL LICENSED ENG/SUR/ARC KANAN, SYDNEY AMP report/RRE-CIP spreadsheet KANANA, SYDNEY Discussion on final closeout/Certificate of Completion KANAN, SYDNEY Discussion with SPL KANANA, SYDNEY ANANA, SYDNEY BISCUSSION WITH SPL KANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY BISCUSSION WITH SPL KANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY BISCUSSION WITH SPL KANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY BISCUSSION WITH SPL KANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY ANANA, SYDNEY BISCUSSION WITH SPL KANANA, SYDNEY BISCUSSION WITH SPL BISCUSSION WITH SPL BISCUSSION WITH SPL BISCUSSION WITH SPL BISCUSSION WITH SP	Gl	JINNANE, PAUL	4 50	103 00	463.50	
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HEADQUARTERS 235 East Main Street Suite 105 Northville, Michigan 48167



March 8, 2020

Invoice No:

21849 - 23

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

Project

21849

Grosse Pointe Woods Building Services

101-180-702.000 ____03-09-2020 Chy to Acct.

Professional Services from February 1, 2020 to February 29, 2020

Monthly Retainer

Conduct Plumbing and Mechanical Inspections as directed by the City.

1,500.00

Total \$1,500.00

IINSPECTIONS OVER 30 PER MONTH

Inspection Services - Per Inspection

12.0 inspection @ 55.00

660.00

Subtotal

\$660.00

Invoice Total _____

\$2,160.00

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

Email: cbehrens@gpwmi.us

CITY OF GROSSE POINTE WOODS

APPROVED_

DATE 3/9

KELLER THOMA

A PROFESSIONAL CORPORATION

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



FEDERAL I.D. 38-1996878

March 01, 2020

Client: 000896 Matter:

Invoice #:

000000 118200

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

Attention: Bruce Smith, City Manager

REGARDING: GENERAL MATTERS

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

TOTAL

\$1,925.00

101-210.810.800 Delses 3/11/20

KELLER THOMA A PROFESSIONAL CORPORATION

COUNSELORS AT LAW 26555 EVERGREEN SUITE 1240 SOUTHFIELD, MICHIGAN 48076 313.965.7610

FAX 313.965.4480 www.kellerthoma.com

FEDERAL I.D. 38-1996878

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Bruce Smith, City Manager

March 01, 2020

Client: 000896

Matter: 000000 Invoice #: 118200

Page: 1

RE: GENERAL MATTERS

For Professional Services Rendered through February 29, 2020

DATE	ATTY	DESCRIPTION	HOURS
2/4/2020	GPK	Attention to review of documents regarding employee matter.	0.75
2/10/2020	GSR	Telephone call to City Manager regarding overtime/comp time review.	0.25
2/12/2020	BAY	Attention to FLSA status/comp time issues, review emails/employment agreements regarding same.	0.50
2/13/2020	GPK	Attention to preparation of disciplinary agreement regarding employee matter.	0.75
2/18/2020	BAY	Attention to employment agreements/FLSA comp time project.	0.75
2/18/2020	GSR	Telephone call from union attorney regarding employee matter; correspondence from arbitrator regarding the same.	0.50
2/19/2020	BAY	Draft memo regarding comp time/FLSA issue.	2.00
2/19/2020	GSR	Telephone call to Director Kosanke regarding employee matter; telephone call from union attorney regarding the same; correspondence with Union attorney and arbitrator Scales regarding the same.	1.00
2/20/2020	GPK	Attention to review of documents regarding employee matter.	0.25
2/20/2020	GSR	Telephone call from and to Director of Public Safety regarding employee matter; correspondence with Director regarding the same; attention to review of grievance regarding the same and preparation of response.	1.00
2/21/2020	BAY	Draft memorandum regarding FLSA/compensatory time issue.	1.50
2/21/2020	GPK	Telephone call from Ms. Behrens regarding pending personnel matters.	0.25
2/21/2020	GSR	Correspondence with Director of Public Safety regarding employee grievance.	0.25
2/24/2020	BAY	Attention to employment agreements/letters.	0.25

KELLER THOMA

A PROFESSIONAL CORPORATION

CITY OF GROSSE POINTE WOODS

20025 Mack Plaza

Grosse Pointe Woods, MI 48236

Attention: Bruce Smith, City Manager

March 01, 2020

Client:

000896 000000

Matter: Invoice #:

118200

Page:

2

RE: GENERAL MATTERS

DATE	ATTY	DESCRIPTION	HOURS
2/25/2020	GSR	Correspondence with City Manager regarding FLSA/comp time issue; attention to review of Beaumont/Remedy contract and labor contracts to ensure compliance; telephone call to HR Director regarding the same.	0.75
2/27/2020	GSR	Correspondence with City Attorney regarding Remedy Partners agreement.	0.25
		Total Services	\$1,925.00

ATTORNEY		HOURS	RATE	AMOUNT
GPK	GARY P. KING	2.00	\$175.00	\$350.00
GSR	GOURI SASHITAL	4.00	\$175.00	\$700.00
BAY	BETH A. YOUNG	5.00	\$175.00	\$875.00

\$1,925.00

Total Amount Due

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

A PROFESSIONAL CORPORATION Attorneys and Counselors ONE WOODWARD AVENUE, SUITE 2400 DETROIT, MICHIGAN 48226-5485



313-965-7900

CITY OF GROSSE POINTE WOODS ATTN: BRUCE J SMITH CITY ADMINISTRATOR 20025 MACK PLAZA GROSSE POINTE WOODS, MI 48236 FEBRUARY 29, 2020

FILE # 2371.002582 INVOICE # 465382

REGARDING: CITY OF GROSSE POINTE WOODS

FOR PROFESSIONAL SERVICES RENDERED

01/23/20 MJW PHONE CALL WITH CLIENT REGARDING THE QUESTION: 1.00
WHETHER THE CEW CITIES MUST SUPPLY PEG SERVICES
AND WHETHER THEY CAN TERMINATE THE PEG FEE
CHARGE AND CORRESPONDING PEG FEE LINE ITEM ON
SUBSCRIBER BILLS ETC; RECEIPT OF LONG E-MAIL
STRING FROM CLIENT; REVIEW COMMENTARY FROM
SCHOOLS REGARDING AVOIDING FCC ORDER ISSUES VIA
INTERGOVERNMENTAL AGREEMENT; OFFER COUNTER IDEA
ABOUT A LEASE OF A SCHOOL STUDIO ONLY WITH PEG
MONEY WHICH MIGHT AVOID "SERVICES" OR
OPERATIONS ISSUES

01/30/20 MJW REVIEW E-MAIL INQUIRY FROM CLIENT REGARDING
REQUIREMENTS OF METRO ACT RELATIVE TO GRANT OF
SAME FOR ROCKET FIBER, FOCUSING ON FINANCIAL
REQUIREMENTS AND TIMING FAILURES REGARDING 45
DAY RESPONSE PERIOD; REVIEW STATUTE AND
APPLICATION AND PROVIDE ANSWERS TO QUESTIONS
WITH EXPLANATIONS AND CITES

TOTAL HOURLY CHARGES

\$990.00

	RECAP			
TIMEKEEPER		RATE	HOURS AM	TOUNT
MICHAEL J WATZA	300.00	3.	30	990.00
	TOTALS	3.	30	990.00

RECEIVED

CURRENT AMOUNT DUE

MAR 1 1 2020

\$990.00

181-210. 812.000 3/11/20 Belies Fun Enfer 3/11/2020