



**CITY OF GROSSE POINTE WOODS**  
**REGULAR CITY COUNCIL MEETING AGENDA**  
**Monday, April 04, 2022 at 7:00 PM**

---

*Robert E. Novitke Municipal Center - Council Chambers/Municipal Court,  
20025 Mack Plaza, Grosse Pointe Woods, MI 48236  
(313) 343-2440*

**1. CALL TO ORDER**

[A.](#) Administrative Memo: March 31, 2022

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. RECOGNITION OF COMMISSION MEMBERS**

**5. CONSENT AGENDA**

**A. Approval of Minutes**

- [1.](#) Council 03/21/22
- [2.](#) Community Events Committee 03/09/22 with recommendations
  - a) Budget Transfer
  - b) Performance Contracts

**B. Annual Report**

- [1.](#) 2021 Public Safety Annual Report

**C. Bids/Proposals/Contracts**

- [1.](#) 2022 Beautification Advisory Commission (BAC) Flower Sale
  - a) Letter 03/15/22 - BAC Member Gloria Arslanian
- [2.](#) Public Safety Dispatch Base Replacement - Budget Transfer
  - a) Memo 03/23/22 - Director of Public Safety
  - b) Quote 03/14/22 - Xybix Systems, Inc.
- [3.](#) Remove/Replace Two Colorado Blue Spruce Pines at Robert E. Novitke Municipal Center - Budget Transfer
  - a) Memo 03/15/22 - Director of Public Services
  - b) Letter 01/29/22 - Brett Marshall with attachments
  - c) Quote 03/03/22 - Landscape Source
  - d) Photos
- [4.](#) Landscape Services - Marshall Landscape - Recommendation
  - a) Memo 03/24/22 - Director of Public Services
  - b) Proposed Services Contract

---

cc: Council - 7  
City Administrator  
City Attorney

Treasurer/Comptroller  
City Clerk  
Email Group/Media

Post - 4

- c) Quote 01/27/22 - Marshall Landscape Inc.
- d) Certificate of Liability Insurance

5. Tree Removal Contract for 2022/2023 - Arbor Pro Tree Service, Inc. - Recommendation

- a) Memo 03/24/22 - Director of Public Services
- b) Proposed Tree Removal Contract
- c) City Tree Removal - Bid Documents
- d) Certificate of Liability Insurance

6. Trucking Services - Grosso Trucking & Supply Co. - Recommendation

- a) Memo 03/24/22 - Director of Public Services
- b) Proposed Agreement
- c) Quotes 03/23/22 - Grosso Trucking
- d) Certificate of Liability Insurance with attachments

7. Nu Appearance Landscaping - Contract Renewal

- a) Memo 03/30/22 - Building Official
- b) Email 03/30/22 - Scott Kettler (NU Appearance Maintenance, Inc.)
- c) Current Service Agreement
- d) Certificate of Liability Insurance

**D. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers - DPW Water and Sewer Garage - Pay Application No. 5 - Ashor Associates - 03/23/22 - \$25,671.00.

2. WCA Assessing - Invoice No. 03182022 - April 2022 Services - 03/18/22 - \$6,508.50.

3. Kitch Drutchas Wagner Valitutti & Sherbrook - Professional Services - Invoice No. 528719 - 03/16/22 - \$300.00.

4. Jacobs and Diemer, P.C. - Professional Services - Claim No. JPJPC-20222Q - USSIC v GPW - 03/28/22 - \$11,799.00.

**6. ACCEPTANCE OF AGENDA**

**7. COMMUNICATIONS**

A. Grosse Pointe Public Library - Update Presentation by Tom Peck

B. Proposed FY 2022-2023 Budget

- a) Memo 04/04/22 - Treasurer/Comptroller
- b) Proposed FY 2022-2023 Budget

C. Plante Moran, PLLC - Auditing Contract

- a) Memo 03/24/22 - Treasurer/Comptroller
- b) Letter 03/03/22 - William Brickey (Plante & Moran, PLLC)
- c) Proposed Audit Fees

D. FY 2021/22 General Liability & Property Insurance

- a) Memo 03/31/22 - City Administrator
- b) Liability and Property Pool Proposal
- c) Insurance Proposal
- d) Benefits of MMRMA Protection



- E.     Resignation - Beautification Advisory Commission (BAC) - Jennifer Hess  
a) Email 03/27/22 - BAC Chair Debra McCarthy

**8.     ORDINANCE**

- A.     First Reading: The Repeal and Replacement of Chapter 50 Zoning Ordinance, Text and Map Amendment.  
a) Planning Commission Minutes Excerpt 02/22/22  
b) Memo 02/10/22 - Building Official  
c) Clearzone Link to view proposed ordinance  
d) Affidavit of Legal Publication

**9.     NEW BUSINESS/PUBLIC COMMENT**

**10.    CLOSED EXECUTIVE SESSION**

- A.     Consideration of a Closed Executive Session to discuss Labor Negotiations in accordance with MCL 15.268(c)

**11.    ADJOURNMENT**

**Paul P. Antolin  
Deputy 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 THE COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST. \*\*\***

COUNCIL ADMINISTRATIVE MEMO  
March 31, 2022

OFFICE OF THE CITY ADMINISTRATOR

**Subject: Recommendations for Regular Council Meeting of April 4, 2022**

- Item 1      CALL TO ORDER Prerogative of the Mayor to call this meeting to order.
- Item 2      ROLL CALL Prerogative of the Mayor to request a Roll Call from the Deputy City Clerk.
- Item 3      PLEDGE OF ALLEGIANCE Prerogative of the Mayor to lead the City Council, Administration, and members of the audience in the Pledge of Allegiance.
- Item 4      RECOGNITION OF COMMISSION MEMBERS Prerogative of the Mayor to request Commission Members in attendance at tonight's meeting to approach the podium and introduce themselves and the Commission on which they serve.
- Item 5      CONSENT AGENDA All items listed under the Consent Agenda are considered routine by the Council and will be enacted by one motion and a second. There will be no separate discussion of these items. If discussion of an item is required, it will be removed from the consent agenda and considered. One member may request that an item be removed and no second is required.

Prerogative of the City Council to approve all items listed under the consent agenda as presented.

**A. Approval of Minutes**

- 1. Council 03/21/22
- 2. Community Events Committee 03/09/22 with recommendations
  - a) Budget Transfer
  - b) Performance Contracts

**B. Reports**

- 1. 2021 Public Safety Annual Report

**C. Bids/Proposals/Contracts**

- 1. 2022 Beautification Advisory Commission (BAC) Flower Sale
  - a) Letter 03/15/22 – BAC Member Gloria Arslanian
- 2. Public Safety Dispatch Base Replacement – Budget Transfer
  - a) Memo 03/23/22 - Director of Public Safety
  - b) Quote 03/14/22 – Xybix Systems, Inc.

3. Remove/Replace Two Colorado Blue Spruce Pines at Robert E. Novitke Municipal Center – Budget Transfer
  - a) Memo 03/15/22 – Director of Public Services
  - b) Letter 01/29/22 – Brett Marshall w/ attachments
  - c) Quote 03/03/22 – Landscape Source
  - d) Photos
4. Landscape Services – Marshall Landscape – Recommendation
  - a) Memo 03/24/22 – Director of Public Services
  - b) Proposed Services Contract
  - c) Quote 01/27/22 – Marshall Landscape Inc.
  - d) Certificate of Liability Insurance
5. Tree Removal Contract for 2022/2023 – Arbor Pro Tree Service, Inc. - Recommendation
  - a) Memo 03/24/22 – Director of Public Services
  - b) Proposed Tree Removal Contract
  - c) City Tree Removal - Bid Documents
  - d) Certificate of Liability Insurance
6. Trucking Services – Grosse Trucking & Supply Co. – Recommendation
  - a) Memo 03/24/22 – Director of Public Services
  - b) Proposed Agreement
  - c) Quotes 03/23/22 – Grosse Trucking
  - d) Certificate of Liability Insurance with attachments
7. Nu Appearance Landscaping – Contract Renewal
  - a) Memo 03/30/22 – Building Official
  - b) Email 03/30/22 – Scott Kettler (NU Appearance Maintenance, Inc.)
  - c) Current Service Agreement
  - d) Certificate of Liability Insurance

#### **D. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers – DPW Water and Sewer Garage – Pay Application No. 5–Ashor Associates – 03/23/22- \$25,671.00.
2. WCA Assessing – Invoice No. 03182022 – April 2022 Services – 03/18/22 - \$6,508.50.
3. Kitch Drutchas Wagner Valitutti & Sherbrook – Professional Services – Invoice No. 528719 – 03/16/22 - \$300.00.
4. Jacobs and Diemer, P.C. – Professional Services – Claim No. JPJPC-20222Q – USSIC v GPW - 03/28/22 - \$11,799.00.

Item 6 ACCEPTANCE OF THE AGENDA Prerogative of the City Council that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Item 7 COMMUNICATIONS

Item 7A GROSSE POINTE PUBLIC LIBRARY – UPDATE PRESENTATION BY TOM PECK Prerogative of the City Council as to action taken.

Item 7B PROPOSED FY 2022-2023 BUDGET Prerogative of the City Council to receive and place on file the FY 2022-2023 Proposed Budget.

Item 7C PLANTE MORAN, PLLC – AUDITING CONTRACT The Treasurer/Comptroller, in her memo dated March 24, 2022, states Plante Moran, PLLC is proposing a three-year extension, with an option for two additional years for the audit of the City's Annual Comprehensive Report for FY ending June 30, 2022 through June 30, 2026. Please refer to the memo for proposed audit fee schedule.

The Treasurer/Comptroller is recommending City Council's approval to execute the proposed agreement with Plante Moran, PLLC.

I concur with the Treasurer/Comptroller's recommendation.

Prerogative of the City Council to authorize the City Administrator to execute the agreement between The City of Grosse Pointe Woods and Plante Moran, PLLC to enter into a three (3) year engagement for audit services, with the option for two (2) additional years.

Item 7D FY 2021/22 GENERAL LIABILITY & PROPERTY INSURANCE The City Administrator, in his memo dated March 31, 2022, states that three proposals were received by Nickel & Saph, Michigan Municipal League (MML) and Michigan Municipal Risk Management Authority (MMRMA). Please refer to the memo for a summary of key coverages and deductible amounts.

After meeting with each insurance provider and thoroughly reviewing their policies, it was determined that Nickel & Saph Inc. provides the best coverage for the City's needs. The major points for selecting Nickel & Saph Inc. are as follows:

- \$10,000,000 Sewer liability coverage;
- Will review venter agreements/contracts to assure existing insurance language meets the requirements;
- Will assist Public Safety with the completion of documents necessary for independent, professional certification (OSS Law Enforcement Advisors);
- Deductibles for general liability coverages are \$10,000 per occurrence compared to the \$15,000 per occurrence offered by MML and MMRMA;
- Cyber Liability policy has a \$10,000 deductible as compared to \$20,000 (MML) and \$25,000 (MMRMA);
- MML Liquor Liability coverage for city special events would need to be obtained by them from an outside provider. MMRMA can provide coverage. Nickel & Saph Inc. provides coverage, but cannot produce a quote until 90 days before the event starts. Estimated cost is \$750.00 per event. These costs could be covered under the Community Event budget.

Nichol & Saph, Inc's proposal has been reviewed and approved by the City Attorney.

In regards to Tokio Marine's cancellation policy, if the city decided to cancel its policy mid-term, it would require a written request from the city and would need to include the effective date. Any applicable premium return would be done on a pro-rata basis.

I recommend City Council to approve Nickel & Saph, Inc. Insurance Agency to be the city's new general liability and property insurances provider in an amount not to exceed \$206, 937.00.

This is not a budgeted item in the FY 2021/22 budget and will require a budget amendment from the accounts listed on the memo. I do not believe any benefit will accrue to the City by seeking further bids.

Prerogative of City Council to approve Nickel & Saph, Inc. Insurance Agency to be the city's new general liability and property insurances provider in an amount not to exceed \$206,937.00, to authorize a budget amendment to the accounts listed on the City Administrator's memo, and to authorize the City Administrator to send Tokio Marine a written request to cancel Grosse Pointe Woods' current policy including an effective date.

- Item 7E      RESIGNATION – BEAUTIFICATION ADVISORY COMMISSION Prerogative of the Mayor to accept the resignation of Jennifer Hess from the Beautification Commission with regret, and direct that appropriate thanks and recognition be sent to Ms. Hess.
- Item 8      ORDINANCE
- Item 8A      FIRST READING: THE REPEAL AND REPLACEMENT OF CHAPTER 50 ZONING ORDINANCE, TEXT AND MAP AMENDMENT Prerogative of the City Council to concur with the amendment of this ordinance, to set a date of April 25, 2022, for a second reading and final adoption, and to publish same by title in the Grosse Pointe News.
- Item 9      NEW BUSINESS/PUBLIC COMMENT Prerogative of the Mayor to ask if there is any New Business to come before the City Council from the City Council or Administration; and then, to ask members of the audience if there is any Public Comment to come before the City Council.
- Item 10      CONSIDERATION OF A CLOSED EXECUTIVE SESSION TO DISCUSS LABOR NEGOTIATIONS IN ACCORDANCE WITH MCL 15.268 (c). A motion, second, and roll call vote with a minimum 2/3 of Council voting in the affirmative is required to meet in Closed Session.
- Item 11      ADJOURNMENT Upon the conclusion of public comment with no further business to be conducted by the City Council, prerogative of the City Council to motion for adjournment of tonight's meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Frank Schulte". The signature is written in a cursive, flowing style.

Frank Schulte  
City Administrator

COUNCIL  
03-21-22 – 024

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE  
POINTE WOODS HELD ON MONDAY, MARCH 21, 2022, IN THE COUNCIL-COURTROOM  
OF THE ROBERT E. NOVITKE MUNICIPAL CENTER, 20025 MACK PLAZA DR., GROSSE  
POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:02 p.m. by Mayor Bryant.

PRESENT: Mayor Bryant  
Council Members: Gafa, Granger, Koester, McConaghy, Vaughn  
ABSENT: Brown

Also Present: City Administrator Schulte  
City Attorney Walling  
Treasurer/Comptroller Murphy  
Assistant City Administrator Como  
Deputy City Clerk Antolin  
Director of Public Services Kowalski

Motion by Granger, seconded by Gafa, that Council Member Brown be excused from tonight’s meeting.

Motion carried by the following vote:  
Yes: Bryant, Gafa, Granger, Koester, McConaghy, Vaughn  
No: None  
Absent: Brown

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

The following Commission member was in attendance:

Catherine Dumke, Senior Citizens’ Commission  
Doug Hamborsky, Planning Commission

Motion by Granger, seconded by Gafa, that all items on the Consent Agenda be approved as presented.

COUNCIL  
03-21-22 – 025

**A. Appointments**

1. Beautification Advisory Commission (Mayoral)
  - a) Jenelle Dellario - (Term to expire 12/31/23)
    - 1) Beautification Advisory Commission (Unapproved) Minutes  
03/09/22  
with recommendations
    - 2) Biographical Sketch

**B. Approval of Minutes**

1. Council 03/07/22
2. Planning Commission 01/25/22
3. Beautification Advisory Commission 02/09/22
4. Citizens' Recreation Commission 02/08/22
5. Historical Commission 01/13/22
6. Tree Commission 11/03/21

**C. Reports**

1. Monthly Financial Report – February 2022
2. DPW Annual Financial Report

**D. Bids/Proposals/Contracts**

1. Road Salt 2022 -23 Season - Recommendation
  - a) Memo 03/10/22 - Director of Public Services
  - b) Email 03/09/22 - Kelli Monico (City of Farmington Hills)
2. Lake Front Park 2022 Pool Opening - Recommendation
  - a) Memo 03/11/22 - Director of Public Services/Recreation Supervisor
  - b) Quote 02/14/22 - Aquatic Source

**E. Proclamation**

1. Arbor Day Proclamation
2. Holocaust Proclamation
3. Vietnam Veterans' Day Proclamation



COUNCIL  
03-21-22 – 026

**F. Claims and Accounts**

1. Anderson, Eckstein & Westrick, Inc. (AEW) - City Engineers
  - a) 2019 Sewer Open Cut Repair Program - Invoice No. 0135895 - 02/23/22 - \$73.50.
  - b) 2020-21 Water Main Replacement Program -Invoice No. 0135896 - 02/23/22 - \$4,450.41.
  - c) 2021 Misc. Concrete Repair - Invoice No. 0135898 - 02/23/22 - \$1,373.00.
  - d) 2021 CCTV Investigation - Invoice No. 0135899 - 02/23/22 - \$13,218.90.
  - e) 2021 Sewer Rehab by FCIPP - Invoice No. 0135900 - 02/23/22 - \$622.84.
  - f) 2021-22 General Engineering - Invoice No. 0135901 - 02/23/22 - \$3,864.45.
  - g) Sewer Rehabilitation - Open Cut - Invoice No. 0135904 - 02/23/22 - \$152.05.
  - h) 2021-22 GIS Maintenance - Invoice No. 0135909 - 02/25/22 - \$5,554.10.
  - i) 2021 Sewer Cleaning and CCTV Investigation - Pay Estimate No. 3 - Corby Energy Services, Inc. - 03/08/22 - \$53,930.38.
  - j) Oxford Rd. Reconstruction (Mack to Holiday) -Final Pay Estimate - Pamar Enterprises, Inc. - 02/28/22 - \$10,000.00.
  - k) 2020 Sewer Rehabilitation by Full Length CIPP Lining - Final Pay Estimate – Corby Energy Services, Inc. - 03/08/22 - \$10,558.60.
2. Hallahan & Associates, P.C. - Professional Services – Invoice No. 19302 February 2022 - \$3,163.51.
3. Keller Thoma - Labor Attorney - Invoice No. 121764 - 03/01/22 - \$787.50.
4. Kitch Drutchas Wagner Valitutti & Sherbrook – Professional Services – Invoice No. 527201 – 02/24/22 - \$2,356.00.
5. York, Dolan & Tomlinson, P.C. - City Attorney - February 2022 - 03/02/22 - \$3,115.50.

COUNCIL  
03-21-22 – 027

- 6. Frohm & Widmer, Inc. - Professional Services
  - a) Sunrise on Vernier/Preliminary MTT Valuation Review - 03/11/22 - \$3,000.00;
  - b) Invoice No. 21-70C - 12/02/21 - \$5,000.00.
  
- 7. Rosati, Schultz, Joppich & Amtsbuechler, P.C. - City Attorney - Invoice No. 1077139 - 03/15/22 - \$3,260.43.
  
- 8. McKenna – Professional Services
  - a) Invoice No. 21849-49 (February 2022) – 03/08/22 - \$3,535.00;
  - b) Invoice No. 21849-47 (December 2021) – 01/06/22 - \$3,315.

Motion carried by the following vote:  
Yes: Bryant, Gafa, Granger, Koester, McConaghy, Vaughn  
No: None  
Absent: Brown

Mayor Bryant read aloud the three proclamations regarding Arbor Day, The Holocaust and Vietnam Veterans’ Day.

Motion by Granger, seconded by Vaughn, 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, Vaughn  
No: None  
Absent: Brown

Motion by Vaughn, seconded by Granger, regarding **Colonial Theme Design**, that the City Council concur with the recommendation of the Committee-of-the-Whole and approve the amended Colonial Theme Design Ordinance to be placed on the next Planning Commission meeting to schedule a Public Hearing.

Motion carried by the following vote:  
Yes: Bryant, Gafa, Granger, Koester, McConaghy, Vaughn  
No: None  
Absent: Brown

COUNCIL  
03-21-22 – 028

The following items were discussed under New Business:

- A letter was received from the Grosse Pointe Public Library requesting the installation of a drop box in Grosse Pointe Woods at the horseshoe drive in front of city hall. It was stated that the location is central to the Pointes and would be easily accessible for many residents. The installation would be coordinated through City Administration and the Library.

Motion by Gafa, seconded by McConaghy, that the City Council receive and place on file a letter from the Grosse Pointe Public Library Director requesting the installation of a drop box in Grosse Pointe Woods at the horseshoe drive in front of city hall.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, Vaughn  
No: None  
Absent: Brown

Motion by Granger, seconded by Koester, that the City Council accept the proposal from the Grosse Pointe Public Library to place a drop box, with dimensions described in the letter, in Grosse Pointe Woods at the horseshoe drive in front of city hall.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, Vaughn  
No: None  
Absent: Brown

- City Administration commented on the success of the recently installed Ukrainian support drop box. The generosity of the community and employees were noted and individuals involved with the success of the project were addressed and greatly appreciated.

The following individuals were heard under Public Comment:

- Stephen Lorenz, personally thanked the Mayor and City Council for the memorial dedication plaque for Andrew Pflaum approved at a City Council meeting on December 20, 2021. He also addressed placing a dog park within Ghesquiere Park.

Motion by Gafa, seconded by McConaghy, that City Council receive and place on file the note submitted by Stephen Lorenz.

COUNCIL  
03-21-22 – 029

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, Vaughn  
No: None  
Absent: Brown

- Margaret Potter, stated she was involved with the dog park at Lake Front Park and would like to discuss this topic with Mr. Lorenz.

The topic regarding placing a dog park within Ghesquiere Park will be placed on a future Committee-of-the-Whole meeting and possibly discuss with the Recreation Commission.

Motion by McConaghy, seconded by Granger, that the City Council recess the Regular City Council Meeting at 7:29 p.m. and convene in Closed Executive Session to consult with its attorney in connection with specific pending litigation, General Mill Supply Co. v Great Lakes Water Authority and City of Detroit, Wayne County Circuit Court Case No. 18-011569-CZ in accordance with MCL 15.268(e), at which time this body may or may not reconvene in regular session to address additional items as necessary.

Motion carried by the following roll call vote:

Brown: Absent  
Bryant: Yes  
Gafa: Yes  
Granger: Yes  
Koester: Yes  
McConaghy: Yes  
Vaughn: Yes

City Council reconvened in regular session at 7:51 p.m.

Motion by Gafa, seconded by McConaghy, that the City Council direct the City Attorney to take no action with pending litigation.

Motion carried by the following vote:

Yes: Bryant, Gafa, Granger, Koester, McConaghy, Vaughn  
No: None  
Absent: Brown

COUNCIL  
03-21-22 – 030

Motion by Granger, seconded by Koester, to adjourn tonight’s meeting at 7:52 p.m. PASSED UNANIMOUSLY.

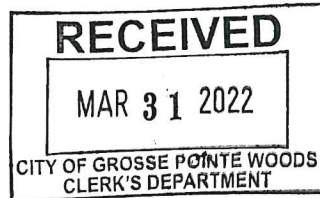
Respectfully submitted,

\_\_\_\_\_  
Paul P. Antolin  
Deputy City Clerk

\_\_\_\_\_  
Arthur W. Bryant  
Mayor

Committee Approved

Section , Item 2.



COMMUNITY EVENTS COMMITTEE  
March 9, 2022

MINUTES OF THE COMMUNITY EVENTS COMMITTEE OF THE CITY OF GROSSE POINTE WOODS HELD ON WEDNESDAY MARCH 9, 2022 AT THE GROSSE POINTE WOODS – CONFERENCE ROOM, 20025 MACK, and GROSSE POINTE WOODS, MICHIGAN.

Members Present: Chair Mayor Arthur Bryant, Chris Fenton, Bruce Smith, Frank Schulte

Members Absent: Al Fincham, Vicki Granger, Todd McConaghy, Grosse Pointe Chamber of Commerce Representative

Also in attendance: Susan Como (Recording Secretary)  
Margaret Potter, (Resident: 1834 Allard)

The Chair called the meeting to order at 5:36 p.m.

Motion by Smith, 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: Bryant, Fenton, Smith, Schulte

No: None

Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

The first item discussed was the **2021 Ending Balance Sheet**.

Motion by Fenton, seconded by Smith, to receive and place on file the 2021 Ending Balance Sheet as presented.

Motion passed by the following vote:

Yes: Bryant, Fenton, Smith, Schulte

No: None

Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

Next item discussed was the **2022 Proposed Budget**.

Motion by Schulte, seconded by Smith, to accept the 2022 Proposed Budget as presented and recommend to City Council to transfer the sum of \$4,205.64 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 2021 events.

Motion passed by the following vote:

Yes: Bryant, Fenton, Smith, Schulte

No: None

Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

The next item discussed was the **Sponsors**.

The following 2021 sponsors would be contacted for 2022 sponsorship:

<b>COMPANY NAME</b>	<b>CONTACT</b>
A.H. Peters Funeral Home	Granger
Anderson, Eckstein & Westrick, Inc.	Schulte
Ascension/St. John Hospital (Exclusive)	Bryant
Dan Curis (Big Boys/Champs)	Smith
Comerica Bank	Schulte
Edwin Paul Salon	Schulte
Edmund t. Ahee Jewelry Company	Granger
Grosse Pointe Chamber of Commerce	Bryant
Grosse Pointe Woods Foundation	Granger
Kitch Drutchas Wagner Valitutti & Sherbrook	Granger
Lucido Real Estate	McConaghy
Mr. C's Car Wash	Granger
Plante Moran, PLCC	Schulte
Pointe Alarm, LLC	Schulte
Rosati, Schultz, Joppich & Amtsbuechler, P.C.	Schulte
University Liggett School	Fenton
Wayne County Community College District	Granger
York, Dolan & Tomlinson, P.C.	Schulte

Additional companies to be contacted for sponsorship:

<b>COMPANY NAME</b>	<b>CONTACT</b>
Arbor Pro	Schulte
Avenue in the Woods	Bryant
Churchill's Grosse Pointe	Smith
DTE	Schulte
Keller Thoma, P.C.	Schulte
Kitty's Doctor	Como
Licavoli's Market	Granger
Marshall Landscape Inc.	Fenton
Ray Laethem Buick GMC	Smith
Woods Fine Wine	McConaghy



Next item discussed was **Entertainment** at the events.

Motion by Smith, seconded by Fenton to recommend to City Council to enter into contract with the following bands: Sonic Freeway (September 17<sup>th</sup> Fall Fest); Buggs Beddow and the Good Stuff (August 26<sup>th</sup> Music on the Lawn); Detroit Social Club (July 29<sup>th</sup> Music on the Lawn). Recording Secretary Como to select the entertainment for the June 24<sup>th</sup> Music on the Lawn event.

Motion passed by the following vote:

- Yes: Bryant, Fenton, Smith, Schulte
- No: None
- Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

**Food Vendors** were discussed next. Recording Secretary Como was requested to contact National Coney Island to see if they are available to bring their food truck to one of the Music on the Lawn events. There was consensus of the committee to have Walking Taco at the other two Music on the Lawn events.

There was consensus of the committee to continue with having the city provide hotdogs, chips, pop and water at Fall Fest. Also, discussion was held about potentially having ice cream and/or an ice cream truck at the Fall Fest event.

Motion by Fenton, Seconded by Smith, to immediately certify the minutes of the March 9, 2022 Community Events Committee.

Motion passed by the following vote:

- Yes: Bryant, Fenton, Smith, Schulte
- No: None
- Absent: Fincham, Granger, McConaghy, Grosse Pointe Chamber of Commerce Rep.

Motion by Smith, seconded by Fenton, to adjourn the meeting at 6:23 p.m. Passed Unanimously.

Respectfully Submitted,

Susan Como  
Recording Secretary



**CONTRACT FOR PERFORMANCE**

Date of document: March 11, 2022

Contact/Contractor/Phone/Email: **Frank Schulte**

City Administrator

(313) 343-2445: Susan Como

fschulte@gpwmi.us

Band Representative/Phone/Email: **Arthur Littsey**

(313) 369-1710

littsey.arthur@sbcglobal.net

Performance date: **Friday, July 29, 2022**

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.

----- Continued-----

-----Continued-----

- Band will provide sound system and lights (if needed)
- Contractor will provide adequate power supply.

Weather Clause:  
Should the performance be delayed, postponed or canceled due to inclement weather, the band must be notified by 2:00p.m. on the day of the show and at that point will only expect to receive 50% of the agreed upon compensation. Should the event/performance be canceled after 2:00p.m. due to inclement weather, the band shall receive 100% of the agreed upon compensation.

Agreed to by:

Contractor \_\_\_\_\_ Date \_\_\_\_\_

Band \_\_\_\_\_ Date \_\_\_\_\_

Approved for Signature

\_\_\_\_\_  
Debra A. Walling  
City Attorney

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

**BAND ENGAGEMENT CONTRACT**

This Agreement defines Entertainment Services to be provided by Doug Hamborsky as representative for the band 'Bugs Beddow and the Good Stuff', hereinafter referred to as "The Band", to the purchaser, The City of Grosse 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. ENGAGEMENT**

A1. Description GPW Music On The Lawn  
A2. Location/Address/Room/Etc. CITY HALL FRONT LAWN – GROSSE POINTE WOODS  
A3. Day(s)/Date(s) Friday, August 26, 2022 A4. Time: From 7:00pm to 10:00pm ( 3.00 ) Hours  
A5. Contact Person(s) Sue Como

**B. SERVICES PROVIDED**

B1. The Band – 5 Piece – LIVE MUSICAL PERFORMANCE  
B2. Other Services: BACKGROUND MUSIC PROVIDED - WIRELESS MIC AVAILABLE FOR ANNOUNCEMENTS.

**C. PRICE**

C1. ONE THOUSAND FIVE HUNDRED & 00/100 dollars (\$ 1,500.00)

**D. PAYMENT**

D1. Deposit Amount \$ 0.00 D2. Due by (date) N/A  
D3. Balance due on the date of the engagement or as otherwise arranged: Full Amount: (\$ 1,500.00)

**E. GENERAL TERMS & CONDITIONS**

1. Performance times will be: 3 x 50 minute sets with 2 x 15 minute breaks. Total of 2.5 hours of music, .5 hours of total break time..
3. Background music shall be provided between live performance sets.
4. The CLIENT will provide suitable performing stage area with appropriate electrical power.
5. This agreement shall not be binding until signed by both parties.
6. The Band shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including but not limited to the details, means and methods of the performances of the performing artists hereunder, and The Band shall have the sole right to designate and change at any time the performing personnel. The Band's obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, and act or order of any public authority or any other cause, similar or dissimilar, beyond The Band control.

**F. ADDITIONAL TERMS & CONDITIONS**

**Cancellation Terms:**

1. If the engagement becomes cancelled before July 1, 2022, there will be zero amount due to The Band.
2. If the engagement becomes cancelled after July 1, 2022 and up August 25, the amount due to The Band will be \$750.00 (50%).
3. If the engagement becomes cancelled after August 25, 2022 the full amount (\$1,500.00) will be due to the band.

It is hereby confirmed that the parties involved have completely read and do fully understand and agree with all information, terms and conditions presented herein or as attached.

Client Representative Name (print)	<u>Douglas Hamborsky</u>
Street	<u>The Band Representative – Bugs Beddow and the Good Stuff</u>
City	<u>19982 E. Clairview Ct.</u>
State	<u>MI</u>
Zip	<u>48236</u>
Phone	<u>313-282-6432</u>
Email	<u>hamgroup2@gmail.com</u>
X	X <u>[Signature]</u> March 30, 2022
Signature	Signature <u>[Signature]</u> Date

Approved for Signature

Debra A. Walling  
City Attorney

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

**Live Performance Agreement**  
**Sonic Freeway, 248-763-4956**

**THIS PERFORMANCE AGREEMENT** is made and entered into as of April 4, 2022, by and between the 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, Jim LeFevre, John Marker, and George Wietecha. 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.

**3) LOCATION OF PERFORMANCE.** The Performance will take place at the following location:

**Name:** The City of Grosse Pointe Woods, Fall Fest

**Street Address:** 20025 Mack Ave.

**City/State/Zip:** Grosse Pointe Woods, MI 48236

**Phone/Email:** 313-343-2445/[scomo@gpwmi.us](mailto:scomo@gpwmi.us) (Susan Como)

Sound system, lights (if needed), and break music will be supplied by: ☐ Purchaser ☒ Musician

**4) DATE AND TIME OF PERFORMANCES.** The day and date of the performance is Saturday, September 17, 2022. **Band will provide music on the breaks.** The Musician will play 3 sets as follows:

Sets	Start Time	Ending Time
Set 1	5:00pm	6:00pm
Set 2	6:30pm	7:30pm
Set 3	8:00pm	9:00pm

**5) PAYMENT.** In full consideration for all services rendered by Musician at the Performance, the Purchaser agrees to make the following payment in U.S. funds to Musician on the day of the performance. A set fee of \$1,200.00.

**Overtime:** Purchaser agrees to pay Musician a fee of Three Hundred Twenty Five 00/100 (\$325.00) for each 30 minute overtime set (any set beginning after the agreed upon end time). Overtime must be agreed upon by both the Musician and Purchaser. Overtime is calculated at \$65/musician per 30 minute set.

**a) DEPOSIT.** Purchaser will pay **NO** Deposit (\$0.00) to Musician. If Purchaser does not pay Musician the deposit, Musician will have the option of canceling this Performance Agreement with no further liability hereunder to Purchaser unless agreed upon below:

- Both parties agree to waive deposit requirement (initial) ☐ Purchaser ☒ Musician

**b) PAYMENT OF BALANCE.** Full payment is due by the Purchaser to the Musician in the payment of cash; check, money order, or certified check payable to: **Sonic Freeway, LLC** on or the performance date of September 17, 2022.

6) **CANCELLATION DUE TO INCLEMENT WEATHER.** In the event Purchaser cancels the Performance due to inclement weather on or before 1:00 pm on the scheduled date, Purchaser will pay Musician a sum equal to: Six Hundred Dollars (\$600.00), representing 50% of the set fee specified in paragraph 5. Upon payment of the cancellation fee, Purchaser will have no further liability to Musician hereunder:

- After 1:00 pm on the scheduled date, Purchaser pays Twelve Hundred Dollars (\$1,200.00), 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.

**PURCHASER:**

City of Grosse Pointe Woods

\_\_\_\_\_  
Frank Schulte, City Administrator

**MUSICIAN:**

Sonic Freeway, LLC

*Bing Burris* (Constitutes valid signature electronically)  
Bing Burris, Band Leader, Sonic Freeway

Approved for Signature

\_\_\_\_\_  
Debra A. Walling  
City Attorney

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

**City of Grosse Pointe Woods**  
**Department of Public Safety**  
**Annual Report**  
**2021**



# TABLE OF CONTENTS

Section , Item 1.

## *Preface - Director's Letter*

Mission Statement	1
Introduction	2
Department Personnel	3
Organization Chart	4
Total Incidents	5
Index Crimes Breakdown	6
Non-Index Crimes Breakdown	7
Index & Non-Index Crimes Totals	8
Crime & Arrest Totals	9
Moving & Meter Violations	10
Traffic & Pedestrian Accidents	11
Department Training	12
Fire Operations	13
Emergency Medical Services	14
Detective Bureau	15
Special Response Team	16
Auxiliary Unit	17
Crossing Guards	18
Promotions	19-20
New Hires	21
Retirements	22
Public Safety Open House	23
Highlights of 2021	24
Prayer	25

*Annual Report 2021 compiled by Claudette Rose Darga*



## CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY



John G. Kosanke, Director  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236-2397

April 01, 2022

Dear Mayor and City Council:

On behalf of the members of the Department of Public Safety, I am proud to present the Annual Report for 2021 showing the crime statistics of the Grosse Pointe Woods Department of Public Safety. The information contained in this report reflects the combined efforts of all department members who have worked together to make the City of Grosse Pointe Woods a safe and welcoming community.

The ongoing Coronavirus pandemic continued to impact the department and the world in 2021. Restrictions eased by the end of the year as more people were either vaccinated or already exposed to the virus, allowing the return of more training and activities such as the annual Public Safety Open House. Operating at reduced staffing levels remained a problem when department members were either ill with or exposed to the virus. Healthy department members continued to pitch in to cover the increased workload during these times.

The department was aided by the Wayne County Emergency Management in Detroit which provided cleaning supplies and personal protective equipment for officers as well as masks and COVID test kits for distribution to residents. The Public Safety Department did its part to help the community with some members volunteering to assist at vaccination clinics held at Windmill Pointe Park in Grosse Pointe Park on April 06-07, 2021. The coordination of the two-day event, which resulted in the administration of 1,600 doses of the Johnson & Johnson vaccine, was done by Recreation Supervisor Nicole Gerhart with very short notice.

Unfortunately, the virus did not deter criminals. An increase of 18% in overall crimes took place as the total of both index and non-index crimes rose from 446 to 525. Larceny continued to be the highest index crime reported with an increase from 73 crimes in 2020 to 107 in 2021. There was also one reported robbery compared to none in 2020. Auto theft statistics remained consistent with the prior year however the major index crimes of Aggravated Assault and Burglary each decreased by one crime. Criminal Sexual Conduct incidents were reduced from four in 2020 to one in 2021. There were no reports of Arson or Criminal Homicide.

A decrease was also reported in the non-Index crimes of Other Assaults and Weapons Laws. Intimidation/Stalking had its lowest statistic in five years with 12 reports. Fraud crimes were once again the highest non-Index crime with an increase from 94 in 2020 to 107 in 2021. Two Narcotics crimes were reported in 2021 compared to none in 2020. Increases were seen in the statistics for Damage to Property and D.U.I Arrests.



Auto theft reports remained consistent with 17 incidents, the same as the prior year. A significant increase was seen in Public Peace crimes which rose 60%. A dramatic drop in Retail Fraud was seen with a 55% reduction.

The department took delivery of a brand-new E-One ladder truck, officially put into service in June as the primary response truck for residential and commercial structure fires. The Engine 5 fire truck continues to be used for vehicle and dumpster fires, and other miscellaneous fires. The new ladder truck (L5) was an essential addition to the department's vehicle fleet enabling better service to the increased number of multiple-unit buildings within the city. It took two years for the new truck to be built as a result of COVID-19 issues and tariffs. The new truck replaced the department's 31-year old aerial truck. Department members spent several months training on the operations of the new L-5, which had been equipped with necessary items required for successful operation after its purchase. The new truck's camera capabilities will enable officers to put out fires without climbing to the top of the ladder.

The year began with a residential fire which lasted over eight hours and required assistance from our mutual aid partners. The number of actual fires decreased 12.5% from 24 in 2020 to 21 in 2021 with no serious injuries or fatalities. The number of fire runs also decreased 12% from 284 in 2020 to 249 in 2021. A significant increase was seen in the amount of fire damage, which topped out at an estimated \$1,000,000, the highest amount reported within the past five years. Fire inspections increased 60% as the two certified fire inspectors within the department worked hard to catch problems before they cause damage.

A decrease was also seen in the amount of ambulance runs, which dropped 6% from 1396 to 1307. The number of runs involving advanced life support also dropped 4% from 820 in 2020 to 784 in 2021.

A resolution for the adoption of the Wayne County Hazard Mitigation Plan took place in August. The approval of this resolution allows Grosse Pointe Woods the opportunity to apply for, receive or directly benefit from Hazard Mitigation project grant funds. One of the areas discussed with Wayne County in the past has been the alleviation of weather-related problems relating to potential loss of power in the Public Safety building, particularly in the Dispatch Center. The aging building generator was replaced earlier in the year.

Another topic discussed with Wayne County was the plan to replace five sets of fire gear each year, something the department has been doing for the past several years.

A third topic discussed with Wayne County was to use funds from the city's share of state fireworks funds for coordinating regional training with the Detroit Fire Department. Discussions are still ongoing with the Detroit Fire Department to include Grosse Pointe Woods in their yearly training programs.

In addition to the three topics listed, directors from area Grosse Pointe communities have been meeting to discuss creating joint K-4<sup>th</sup> grade education programs for fire safety. A project to replace or update mobile smokehouses used in open houses and elementary school programs is still in the works.

In an effort to build a stronger and safer community, the department partnered with Faith and Blue during the annual Public Safety Open House event held on October 3. Area churches were asked to advertise and support our community events. The connection between law enforcement professionals and their faith-based community is something that is needed now more than ever.

In another effort to build community relations, the department sent two officers to a 40-hour Crisis Intervention Training program in the City of Grosse Pointe. Area departments formed the first joint Crisis Intervention Team in the country. This enabled each department to be able to call on a trained individual from another department when they are needed to assist with a situation involving mental health first aid. In addition to the Crisis Intervention Training, the whole department became certified in First Responder mental health training.

An important new service was launched on November 30, 2021 when individuals anywhere in the Grosse Pointes and Harper Woods gained the ability to send text messages to 9-1-1. The service is a highlight of the Peninsula Fiber Network, LLC project approved in 2020. The new form of communication is critically needed in instances when someone who is unable to speak needs to report an emergency situation. Such instances can occur not only when someone is not physically able to speak but also when someone needs help during a home invasion or an encounter with an abusive partner.

Participation in the National Opioid Litigation Settlement was recommended to and approved by City Council in December, giving the city the opportunity to gain an estimated amount of over \$60,000 over the next eighteen years, assuming 100% participation in the settlement. The more subdivisions of a participating state which participate, the greater the amount of funds will be for that state. The settlement was reached over several years of negotiations with the three largest pharmaceutical distributors and one manufacturer which require the implementation of safeguards to prevent the over-prescription of opioids and to place restrictions on their marketing, sale, and distribution. Any funds received by the City would be used for First Responder training regarding drugs in addition to an expansion of training for schools, community support programs, and families.

As always, department training and improved technology have always been two areas that I am consistently working to improve. Both areas were enhanced in 2021 with the addition of the intergovernmental training agreement for VirTra Training with our mutual aid partners in January as well as the approval of the Vector Solutions training platform in September and the implementation of Power DMS in October.

The department joined the five Grosse Pointe communities and Harper Woods in the training agreement which gives all members the opportunity to use a computerized simulator to learn de-escalation and other techniques for situations requiring quick actions. Having the same knowledge not only strengthens the unity between the area departments but it also is beneficial to residents and local businesses who depend on our services for their protection. The training was paid for in late 2020 with funds from the Drug Forfeiture account and equipment costs were split.

The approval of the three-year term with Vector Solutions gives department members 24/7 access to over 250 Law Enforcement training courses, 450 hours of Fire training, and over 250 hours of accredited online EMS continuing education courses. Vector Solutions is currently used by 110 departments in Michigan and Ohio, including Medstar, the Macomb County Fire Department, the cities of Harper Woods and St. Clair Shores, and the Village of Grosse Pointe Shores.

The implementation of a three-year term with Power DMS, a cloud-based solution, will provide employees with central access to all critical documents and the most current versions of policies and procedures. The use of Power DMS is a mandatory requirement for certification through the Michigan Law Enforcement Accreditation Program, a goal the department will be working towards in the near future.

Training for the Accreditation Program has already begun and an Accreditation Committee within the department has been formed. Although the 24-month process is quite rigorous, the achievement will strengthen our agency and decrease the city's cost for liabilities and insurance. Public confidence in accredited agencies is typically increased as the public is aware that those departments are operating with the highest level of standards and professionalism.

In addition to training and technology, improvements were also made by the purchases of new equipment and vehicles. Two new Ford Police Interceptor vehicles were purchased in September as replacements for well-used high-mileage vehicles within the department. Four new doors were installed in the Apparatus Bay area in the summer, replacing doors which were over 30 years old. The new energy-efficient doors will save money in the long run. In addition, the generator in City Hall was replaced, allowing the Public Safety room occupied by the old generator to be transformed into an evidence room and also a storage area for COVID supplies and flood clean-up kits.

Thirty body cameras and eight in-car video systems (including Cloud support) were purchased in January. The use of body cameras is widely used throughout the country to reduce citizen complaints and agency liability as well as to capture valuable evidence. The cameras were purchased for road patrol officers as well as Parking Enforcement, Animal Control, and Code Enforcement officers. The cameras are required to be worn during any citizen encounter.

Fifteen bulletproof vests were purchased in October to replace twelve auxiliary officer vests which were due to expire as well as three vests for Public Safety officers, one of which was for a new hire. The annual purchase of five sets of fire gear continued in 2021.

Ten Automatic External Defibrillators were purchased in 2021 to replace expired units throughout the City complex as well as in patrol cars. The medical devices are utilized to deliver electric shocks to someone who is experiencing sudden cardiac arrest. Other purchases included a portable speed radar sign purchased from drug forfeiture funds in October and a new washing machine for doing prisoner laundry in December.

The department was proud to announce the promotions of Mark Agnetti to the rank of Sergeant and Brian Conigliaro to the rank of Lieutenant in October. Lieutenant Conigliaro has been with the department for 21 years, including seven years as a Sergeant and Sergeant Agnetti has been with the department for 18 years. Both have served with the Special Response Team (SRT). We are fortunate to have two such outstanding men on our leadership team and are excited to see what improvements they will bring to the department.

We also welcomed the addition of new hires Public Safety Officer Douglas Copple, Records Clerk Kim Rupinski and Communications Dispatcher Meredith Williamson. All three bring with them experience and knowledge in their specific areas.

The retirement of Lieutenant David Gardzella at the end of June was the culmination of a 27-year career which greatly enhanced the department due to his strong leadership skills and wealth of knowledge. We wish him well in his new part-time position with the Department of Public Works.

With activities ranging from dealing with the aftermath of a torrential rainstorm which flooded the streets of the city and surrounding areas in late June to rescuing two stolen tortoises from a pet shop in August, our department members worked hard throughout the year. The June 25-26 rain event resulted in the loss of numerous personal belongings for an estimated 100 residents whose basements flooded during the seven inch rainfall which took place within a three-hour time frame. Clean-up kits were distributed in the Public Safety lobby and FEMA representatives toured damaged areas of the city.

I would be remiss not to mention the passing of Mayor Robert E. Novitke in March, 2021. Having served on City Council for 13 years before serving as mayor of the city for over 30 years, Mayor Novitke's influence on the city was substantial. It had been a pleasure and an honor to have known and worked with him on so many important projects. He will be greatly missed.

In closing, I would like to express my sincere appreciation to Mayor Arthur Bryant and members of Council for their continued support in helping to turn the department's aspirations for improvement into a reality. In addition, I would like to thank newly retired City Administrator/Police Commissioner Bruce Smith for his support throughout 2021 and new City Administrator Frank Schulte and Assistant City Administrator Susan Como for their support during the transition.

I would also like to thank the members of our Public Safety Department for their hard work and dedication and to Chaplain Matthew Swiatek for providing his guidance to them. The assistance and help provided by members of other departments within the city is also appreciated.

As we move into the future in 2022, my top priority will continue to be the safety and well-being of members of the community. I welcome suggestions from residents and business owners for improvements that can be made or for alerting us about problems which need resolutions. I will continue to work to the best of my ability to make this department the best that it can be.

Respectfully yours,

A handwritten signature in cursive script that reads "John G. Kosanke".

John G. Kosanke, Director of Public Safety

# MISSION STATEMENT

Section , Item 1.



*The Mission of the Grosse Pointe Woods Department of Public Safety is to continually strive to improve the safety and quality of life within our community. This will be accomplished through a broad based combination of traditional and innovative police, fire and emergency medical services while always protecting constitutional and basic human rights. All members of the Department will at all times stand accountable for their conduct.*





**Director of Public Safety John G. Kosanke**

Each year, the Grosse Pointe Woods Department of Public Safety prepares an annual report of crime statistics for the City of Grosse Pointe Woods, the Michigan Incident Crime Reporting (MICR), and the Federal Bureau of Investigation Uniform Crime Report (UCR). This data is compiled from offenses reported to the Department of Public Safety, monthly police reports, and individual crime incident reports.

The primary objective of this Annual Report is to provide a reliable set of criminal justice statistics for police administration, operations, and management. The localized study of crime data enables personnel to assess the influence of crime in areas, neighborhoods, and with people. Similarly, crime statistics permit analysis among neighboring jurisdictions and with those of similar populations and other characteristics. A broad examination of the crime data allows individuals to view the nature and movement of crime, underlying changes, and fluctuations throughout the City of Grosse Pointe Woods, the State of Michigan, and the United States.

The Department of Public Safety is committed to improving the reliability and validity of our crime reporting data. We are attempting to achieve this goal by a study and analysis of major crime indexes and understanding the impact of classification revisions mandated by the State. As a result, some offense categories have decreased, while others have increased. Our efforts are to provide a reporting system that will be more accurate, valid, reliable, and compatible with State and Federal standards.

# DEPARTMENT PERSONNEL

Section , Item 1.

## Director of Public Safety

*John G. Kosanke*

### Police Commissioner

*Bruce Smith*

### Chaplain

*Pastor Matthew Swiatek*

### Lieutenants

*Brian Conigliaro*

*James Lefurgey*

### Lieutenant/DB Commander

*Keith Waszak*

### Sergeants

*Mark Agnetti*

*Anthony Chalut*

*Darrell Fisher*

*Walter Galat*

*Joseph Provost, Jr.*

*Brian Urban*

### Public Safety Officers

*Miles Adams*

*Steven Calabro*

*Douglas Copple*

*David Empson*

*Duncan Gill*

*Eugene Gunnery*

*Joseph Hazuka*

*Anthony Hojnacki*

*Neal Kapoor*

*Timothy Livingston*

*Jeffry Martel*

*Martin Mitchell*

*Matthew Muzia*

*Scott Nota*

*Jarod Smith*

*Michael Verbruggen*

*Dennis Walker*

### Detectives

*Kevin Bonk*

*Kyle Seidel*

### Detective/Traffic Safety Officer

*Ryan Schroerlucke*

### Communications Dispatchers – Full-Time

*Agnes Burcar*

*Patricia Czech*

### Communications Dispatchers – Part-Time

*Amber McNeil*

*Meredith Williamson*

### Confidential Administrative Assistant

*Claudette Darga*

### Code Enforcement

*Debbie Reed*

### Parking Enforcement – Part-Time

*Debra Fox*

*Carolyn Schefke*

### Records Department – Full-Time

*Darlene Jepson*

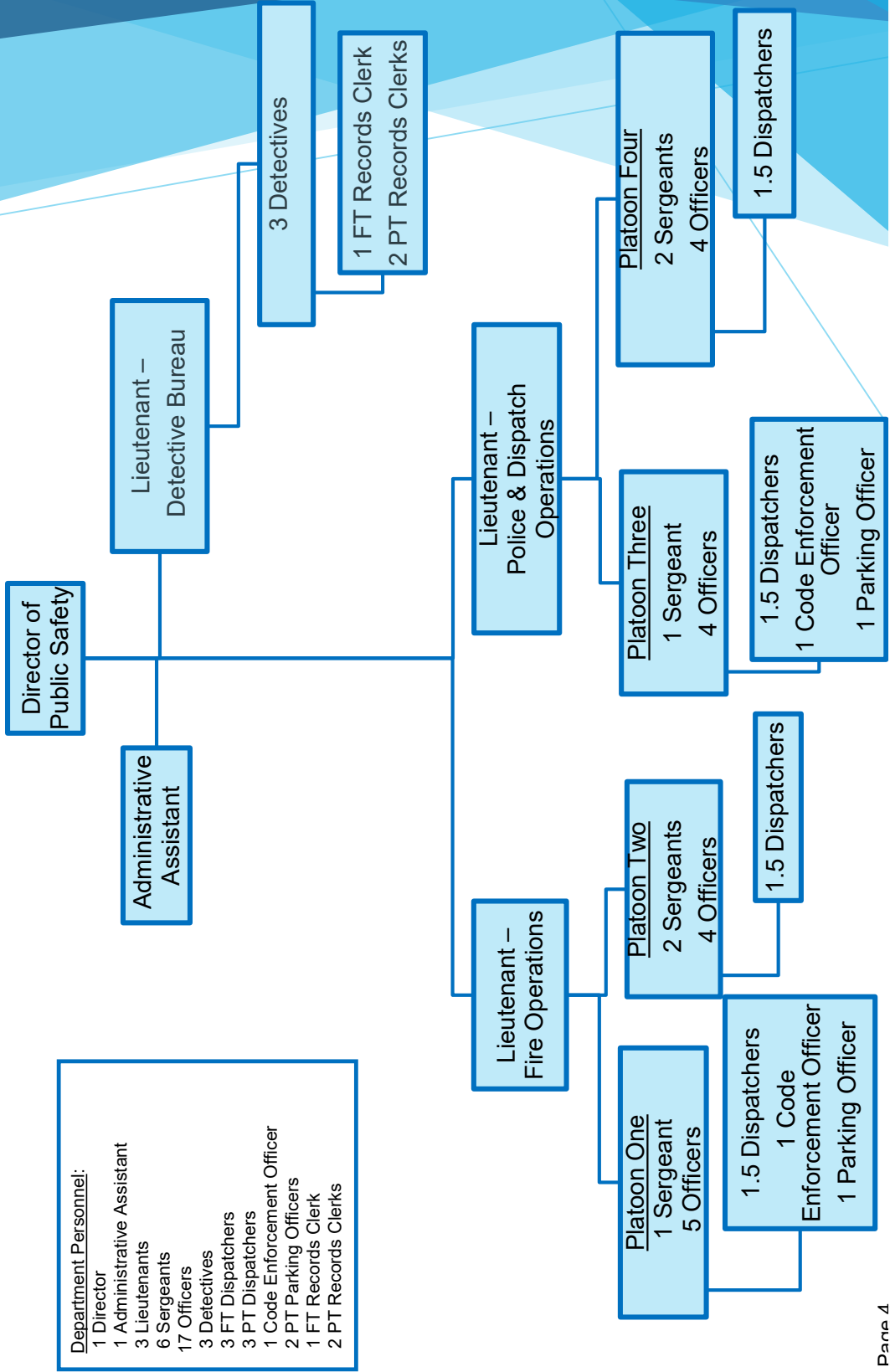
### Records Department – Part-Time

*Kim Rupinski*

*Tina Verbeke*



# City of Grosse Pointe Woods Department of Public Safety Organization Chart 2021



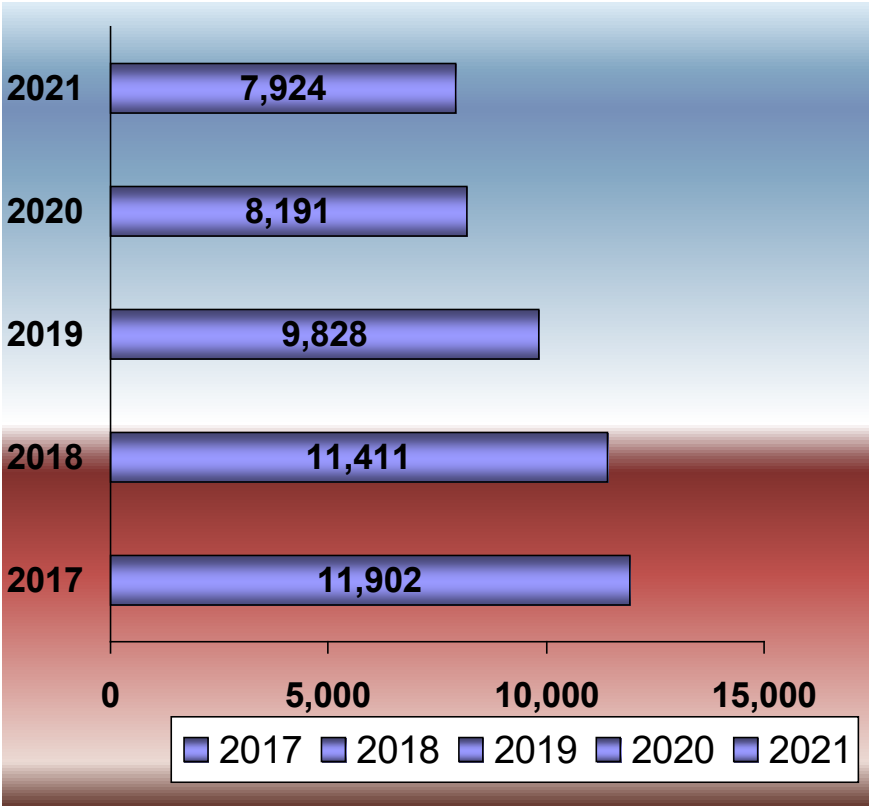


# TOTAL INCIDENTS 2017 - 2021

Since the utilization of CLEMIS, the department has been able to successfully capture a wide magnitude of crime statistics. This valuable resource continues to enhance department operations with its ease of use and impressive capabilities.

**The department responded to 7,924 calls for service in 2021.**

**The five-year average is 9,851 calls for service.**



# INDEX CRIMES BREAKDOWN

The National Crime Index is composed of selected offenses used to gauge fluctuations in the overall volume and rate of crime reported to law enforcement. Index Crimes are considered to be the most serious of all crimes reported.

## **These include the violent crimes of:**

- **Aggravated Assault**
- **Arson**
- **Auto Theft**
- **Burglary**
- **Criminal Homicide**
- **Criminal Sexual Conduct**
- **Larceny - Theft**
- **Robbery**

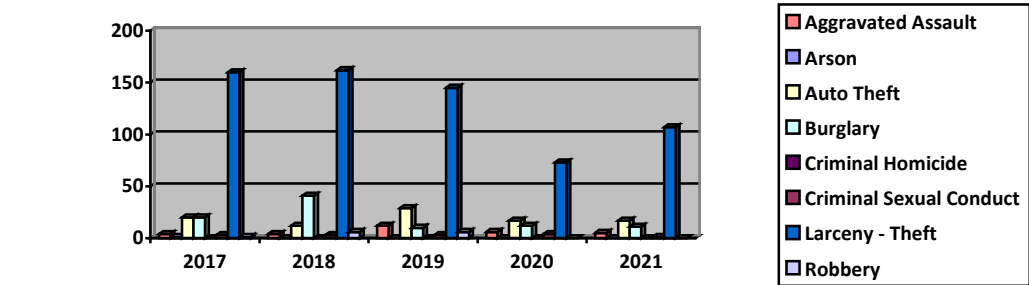
## NON-INDEX CRIMES BREAKDOWN

Non-Index offenses encompass all other reportable classifications outside those defined as Index Offenses. Only arrest data involving the Non-Index offenses are reported to the FBI.

### **These include the crimes of:**

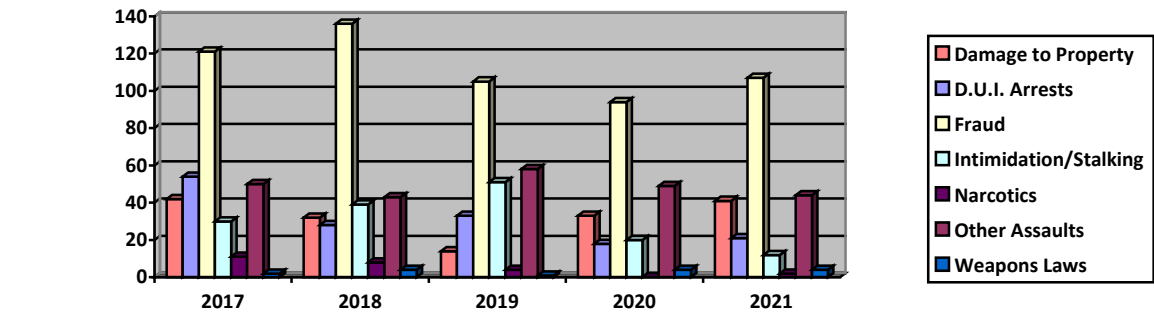
- **Curfew and Loitering Laws (persons under 18)**
- **Damage to Property**
- **Disorderly Conduct**
- **Driving Under the Influence of Alcohol**
- **Drug Abuse Violations**
- **Drunkenness**
- **Embezzlement**
- **Forgery and Counterfeiting**
- **Fraud**
- **Gambling**
- **Liquor Laws**
- **Offenses Against the Family and Children**
- **Other Assaults**
- **Prostitution and Commercialized Vice**
- **Runaways (persons under 18)**
- **Sex Offenses**
- **Stolen Property: Buying, Receiving, Possessing**
- **Weapons: Carrying, Possessing, etc...**
- **All Other Offenses**

# INDEX CRIMES TOTALS



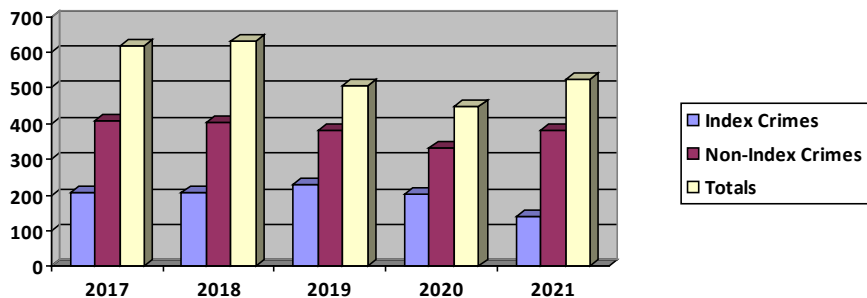
	2017	2018	2019	2020	2021
Aggravated Assault	4	4	12	6	5
Arson	1	0	0	0	0
Auto Theft	20	12	29	17	17
Burglary	20	41	10	12	11
Criminal Homicide	0	0	0	0	0
Criminal Sexual Conduct	3	3	3	4	1
Larceny - Theft	160	162	145	73	107
Robbery	1	6	6	0	1

# NON - INDEX CRIMES TOTALS



	2017	2018	2019	2020	2021
Damage to Property	42	32	14	33	41
D.U.I. Arrests	54	28	33	18	21
Fraud	121	136	105	94	107
Intimidation/Stalking	30	39	51	20	12
Narcotics	11	8	4	0	2
Other Assaults	50	43	58	49	44
Weapons Laws	2	4	1	4	2

# CRIME TOTALS 2017 - 2021



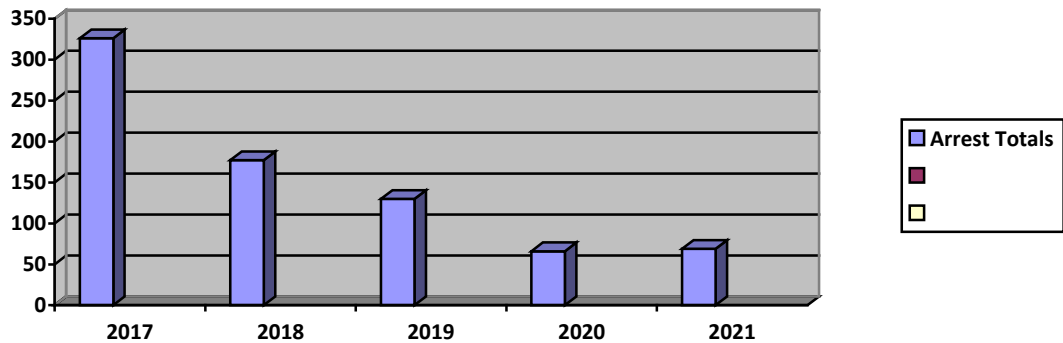
	2017	2018	2019	2020	2021
Index Crimes	209	228	205	112	142
Non-Index Crimes	408	405	381	334	383
Totals	617	633	586	446	525

The 525 Index and Non-Index crimes reported in 2021 represents an 18 % increase from the 446 crimes reported in 2020. The five-year average is 561 Index and Non-Index crimes.

# ARREST TOTALS 2017 - 2021

The five-year average is 153 arrests per year.

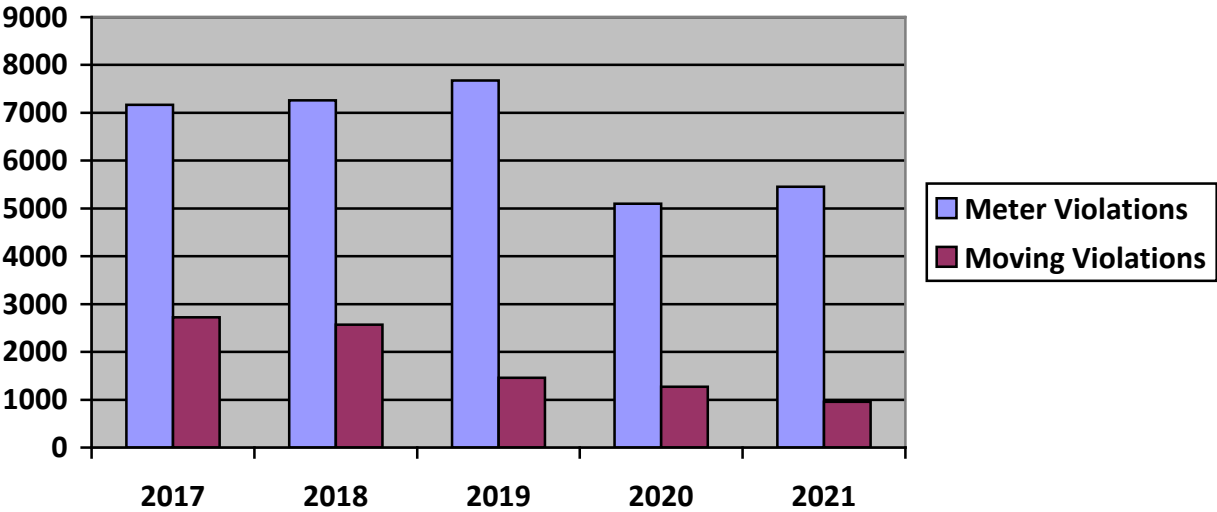
Arrests increased from last year by 4.50 %.



	2017	2018	2019	2020	2021
Arrest Totals	326	177	130	66	69

# MOVING AND METER VIOLATIONS

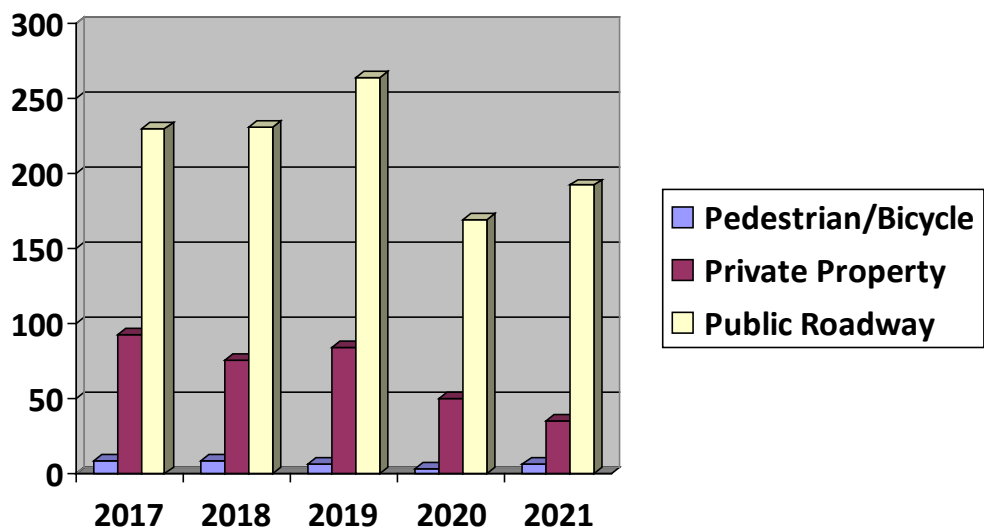
Using computers, updated radars, preliminary breath instruments, and mobile fingerprint readers in the patrol vehicles, the Public Safety Department continues to enforce traffic violations in the most effective manner possible.



	2017	2018	2019	2020	2021
Meter Violations	7164	7263	7674	5101	5456
Moving Violations	2724	2569	1461	1273	958

# TRAFFIC AND PEDESTRIAN ACCIDENTS

The statistics below include figures for private property accidents. The State of Michigan, for reporting purposes, does not include or record private property accidents. These types of accident reports are taken as a courtesy to citizens.



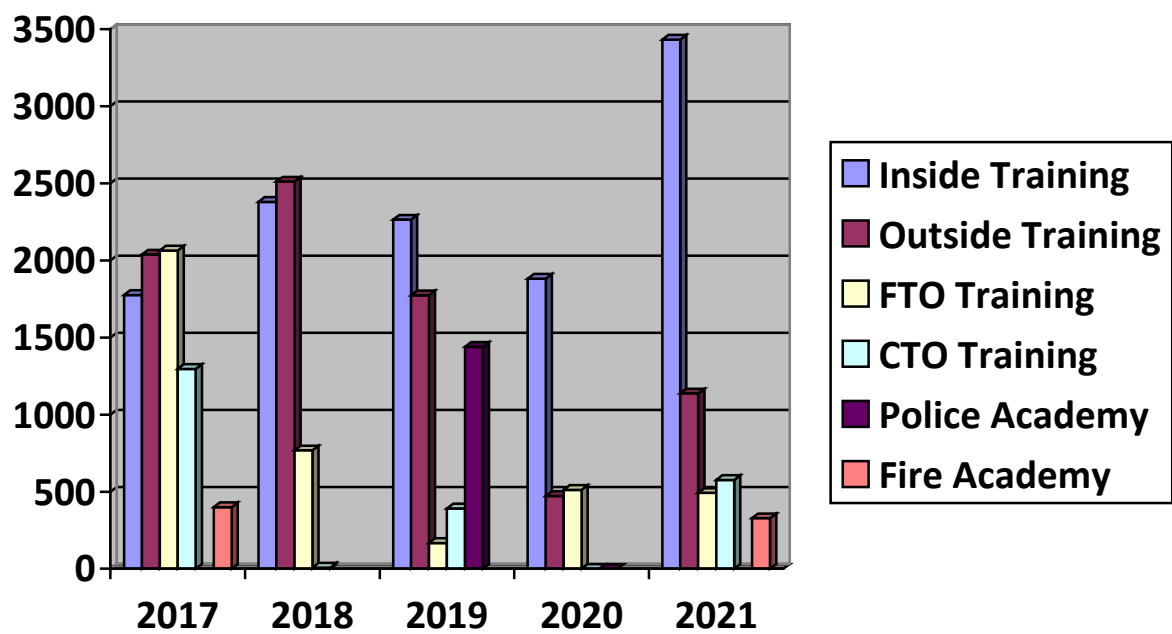
	2017	2018	2019	2020	2021
Pedestrian/Bicycle	9	9	6	3	6
Private Property	93	76	84	50	35
Public Roadway	230	231	264	169	192

**There were no fatalities in 2021.**

# DEPARTMENT TRAINING

Members of the department work diligently with specialized rescue tools and fire equipment to train in preparation of any impending emergency. Members of the department attended 1,138 hours of Police and Fire training courses at local colleges and other training facilities in 2021 and participated in 3,432 hours of in-house training. An additional 328 hours of training was received at the Fire Academy by the department’s newest officer. The department received a total of 4,898 hours of training in 2021.

In addition, 492 hours were spent training two new officers (Field Training Officer training known as FTO training) and 576 hours were spent training one new Communications Dispatcher (CTO training). The grand total of all department training in 2021 was 5,966 hours, a 108 % increase from the 2,867 total hours in 2020. The significant increase reflects the impact that the global pandemic had in 2020 as well as its continued impact on outside training in 2021.





# FIRE OPERATIONS

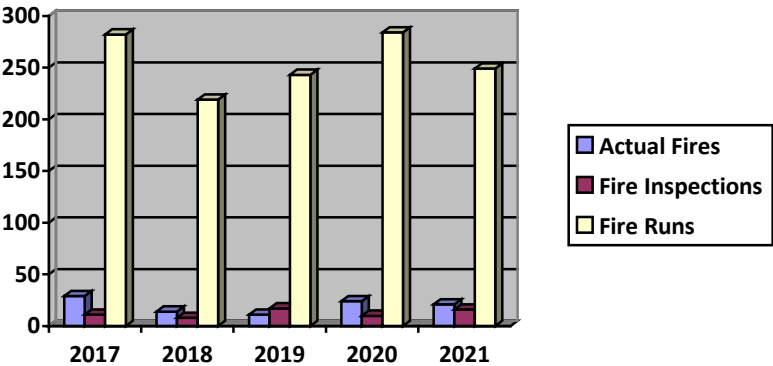
Our officers perform dual duties involving both police and fire and are quick to respond in either type of emergency situation. In addition to seven residential dwelling fires in Grosse Pointe Woods, our firemen also responded to one business fire, three vehicle fires, one dumpster fire and 72 electrical related/power lines down incidents in 2021. We also provided mutual aid assistance for five residential fires in Harper Woods and one residential fire each in Grosse Pointe Farms and Grosse Pointe Shores. Mutual aid was received by the department for nine residential fires.

The department has two certified fire inspectors who are primarily assigned to road patrol duties.



All totals listed below are estimated.

	2017	2018	2019	2020	2021
Actual Fires	29	14	11	24	21
Fire Inspections	11	8	17	10	16
Fire Loss	\$45,500	\$827,500	\$73,600	\$366,150	\$1,255,000
Fire Runs	282	219	243	284	249

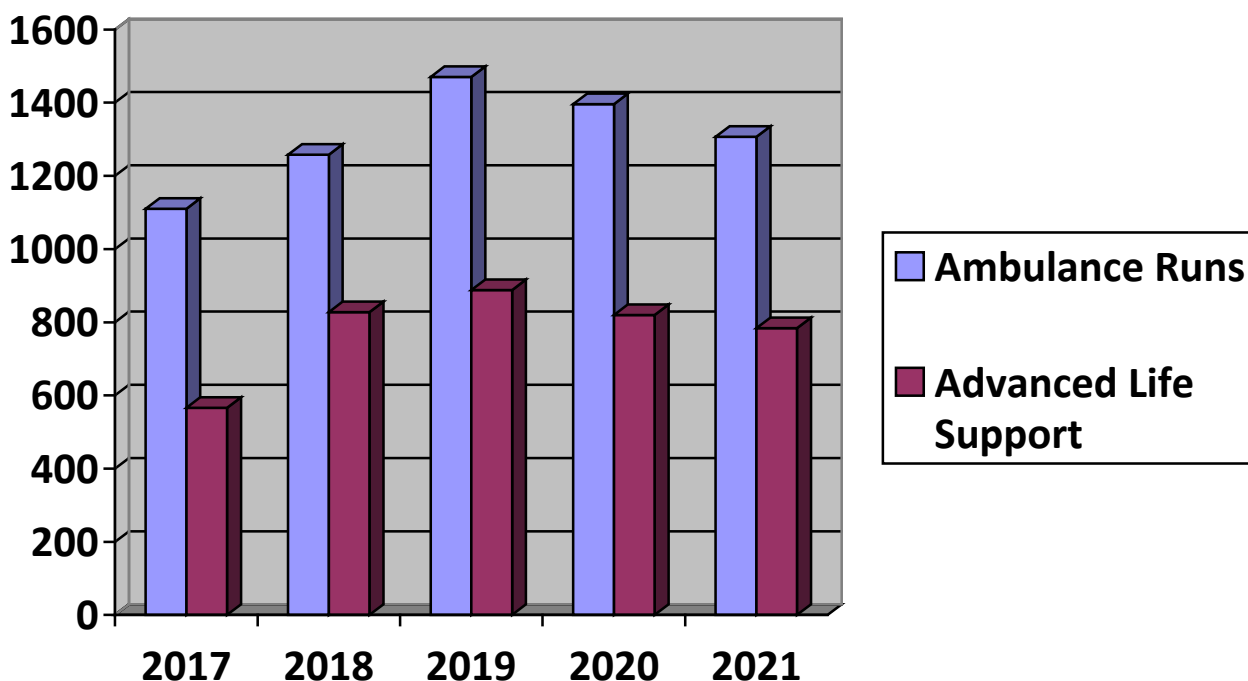


There were no fatalities or serious injuries resulting from the 21 actual fires in 2021.

Public Safety officers respond to every ambulance run. All of our patrol vehicles are equipped with Automatic External Defibrillators.

With enhanced technology and equipment, the paramedics from Medstar can begin advanced lifesaving procedures and transmit reports to area hospitals before the patient arrives.

The 1,307 ambulance runs in 2021 represents a 6% decrease from the 1,396 runs in 2020 and the 784 runs involving advanced life support represents slightly more than a 4% decrease from the 820 advanced life support runs in 2020.



	2017	2018	2019	2020	2021
Ambulance Runs	1110	1258	1470	1396	1307
Adv. Life Support	566	828	888	820	784
% Adv. Life Support	51%	66%	60%	59%	60%

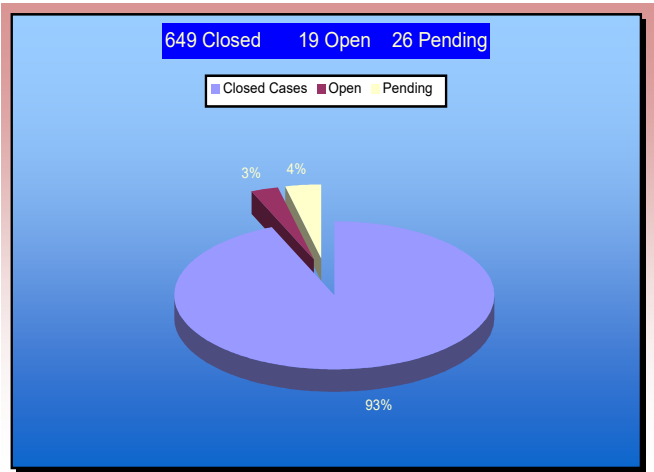
# DETECTIVE BUREAU

The Detective Bureau is the Criminal Investigation Unit for the Department. The detectives assigned to this unit are responsible for investigating all crimes committed against persons or property in the community. They are on-call 24-hours a day to respond to a crime scene. All detectives receive specialized training to develop and enhance their investigative skills including attending legal update training and meetings with detective bureaus from neighboring jurisdictions. The Detective Bureau is also responsible for monitoring businesses that possess a Michigan liquor license to ensure compliance with Michigan liquor laws.

The Grosse Pointe Woods Detective Bureau, which operates under the supervision of Lieutenant Detective Bureau Commander Keith Waszak, consists of seasoned detectives Kevin Bonk and Ryan Schroerlucke and Detective Kyle Seidel, who joined the team in April, 2020. The detectives are responsible for investigating crimes, collecting and preserving evidence, identifying perpetrators, interviewing witnesses, interrogating suspects, and preparing cases for successful prosecution.

In addition to criminal investigations, Detective Seidel also serves as the department’s Youth Officer by overseeing crimes and violations by persons under the age of seventeen. Detective Seidel is a direct liaison with school administrators, teachers, and students and maintains an additional office in Grosse Pointe North High School.

Detective Schroerlucke’s additional duties include responsibility for the Traffic Safety programs, overseeing crossing guards, conducting traffic and speed studies, and investigating traffic-related incidents. Detective Bonk has served as the department liaison for the Auxiliary unit for eight years.



Summary of Case Assignments

**93.50% of the 694 Criminal Cases assigned to the Detective Bureau in 2021 are closed.**



The Special Response Team (SRT) is a specially trained law enforcement team currently comprised of 12 members of the five Grosse Pointe area departments and Harper Woods and one K-9. The team responds to potentially dangerous situations under the leadership of Grosse Pointe Farms Sergeant Frank Zielinski. The SRT executes search and arrest warrants, intervenes in hostage situations, works on counter-terrorism missions, provides perimeter security for high-profile events, and provides assistance in other high-risk situations.

The SRT team was activated four times in 2021, one of which was to assist with security at the annual Santa Claus parade. The first event took place at the end of August when they responded to an address in Burton, Michigan to conduct surveillance and gather intelligence for a fraud case totaling thousands of dollars. Eleven SRT members served a search warrant without incident with the assistance of Burton police detectives and a member of the Michigan State Police Emergency Services team.

In early November, the SRT responded to a barricaded gunman situation in Harper Woods. An adult female and adult child had fled the residence unharmed after a male was reported to have fired a long gun during a family argument. The SRT placed their armored vehicle on the front lawn and gave commands via a loudspeaker for the man to exit the residence. Within 45 minutes, the entire SRT team was on site. A Harper Woods detective spoke with the male inside the home for three hours via a cell phone with no resolution as the man expressed concern that he would be killed if he exited the house. It was learned that the man was in possession of a Siaga AK-47 and a 9mm handgun. Based on the statements the man had made, team leader Zielinski believed that the man would use violence if officers entered the home. Contact was made with the Detroit Police Department who sent their hostage negotiators to the scene. As a result, the man exited the residence without incident over one hour after the arrival of the negotiators.

In early December, the team was again activated to serve a search warrant in Detroit at the request of the Harper Woods Police Department. The residence was subject to search for electronics devices which had been used in a threat of violence against Harper Woods High School. Five residents of the home were detained by the SRT and turned over to Harper Woods detectives.

The SRT team completed 224 hours of training in 2021, an increase from the 176 hours in 2020. Monthly training dates were conducted throughout available training sites in the six cities and the metropolitan Detroit area. Training included monthly sniper qualifications, K-9 integration, building clearing, mechanical breaching/entries and an annual active shooter refresher. The team attended the annual Ohio Tactical Officers Association Conference in Sandusky, Ohio, the Michigan Tactical Officers conference, and the annual week-long training at a military facility near Grayling, Michigan. Valuable training techniques learned by the two Grosse Pointe Woods officers who are members of the SRT were able to be passed on to other department members.

# AUXILIARY UNIT



The Auxiliary Officers are pictured above on a day they were assisting the department with hose testing. Auxiliary liaison Detective Kevin Bonk is the second officer from the right.

The Police Auxiliary Unit is a vital resource for the department. Not only do they assist officers at community events such as the Public Safety Open House, but they also provide assistance at fire scenes, perform fire hose testing protocols, and perform other essential duties. The role of an Auxiliary Officer is to assist and supplement our officers in the prevention of crime, protection of life and property, disaster operations, suppression of criminal activity, and preservation of peace. The auxiliary officers are an indispensable part of our community and their help is greatly appreciated.

The Auxiliary Unit underwent 186 hours of training and devoted 367.50 hours of service to the City of Grosse Pointe Woods in 2021.

At the end of 2021, the Police Auxiliary Unit consisted of Captain Charles Thomas, Squad Leaders Evan Allemon and Mark Higgins, and Auxiliary Officers Ryan Allemon, Jose Carrion, Allen Herfi, Keith Kurtz, Patrick Kyc, John Mowatt, John Sabol, Joseph Shalla, and Anthoney Wimbush. Detective Kevin Bonk has been the department liaison for the past eight years.



# CROSSING GUARDS

The parents of our community depend upon our Crossing Guard team for the safety of their children when walking or riding a bicycle on their route to school or home. No matter what the weather is, our team of dedicated guards is ready to guide and protect our children. We are deeply appreciative of their efforts.



Our Crossing Guard team has operated under the guidance and supervision of Detective Ryan Schroerlucke since 2015. At the end of 2021, the Crossing Guard team consisted of: Patricia Bradley, Kenneth Carter, Maureen Carter, Theodore Colborn, Frank and Renee Dicristofaro, Kathleen Guertin, Sharon Harden-Bullock, Karen Kaled, Dana Linsdeau, Debra Miller, Charlotte Monaghan, Jean Segodnia, Marjorie Warhurst, and William Westwood.

# PROMOTIONS

Section , Item 1.

Sergeant Brian Conigliaro was promoted to the rank of Lieutenant in October, 2021.



Pictured above with his wife Misty and two daughters is Lieutenant Brian Conigliaro. After leading the department as a Sergeant for seven years, Sergeant Brian Conigliaro was promoted to the rank of Lieutenant in October 2021. A 21-year veteran of the department, Lieutenant Conigliaro has specialized in the areas of Active Shooter and firearms training and possesses extensive knowledge regarding ammunition. Prior to his promotion, he had served with the Special Response Team from 2001 to 2015.

In addition to his duties in our department, Lieutenant Conigliaro has also spent many years serving the United States Navy. He successfully moved up the ranks from the time he joined the U.S. Navy in 1992 and the U.S. Naval Reserve in 1996. Senior Chief Conigliaro was awarded with a Navy and Marine Corps Commendation medal in June 2020 for his meritorious service while serving as a Senior Listed Leader in the Security Department at Camp Lemonier in Africa and was acknowledged for his unswerving determination, wise judgement, and complete dedication to duty. His leadership was noted as being instrumental in the real world response to two natural disasters, one Hazmat, one weather, and five reported UAS sightings. He led a security team consisting of 169 Army, 65 Navy, 119 civilian contract personnel, five military working dog teams, two civilian physical security specialists, and one Anti-Terrorism Officer.

We are grateful to have someone with such a high caliber of attributes as a member of our Command Staff.

# PROMOTIONS

The department experienced one promotion to the rank of Sergeant in October, 2021.



Sergeant Mark Agnetti is pictured above on the day of his promotion with his family members, Mayor Arthur Bryant, Director John G. Kosanke, and members of the Grosse Pointe Woods City Council.

The success of Sergeant Mark Agnetti is proof that hard work pays off as he began studying for the promotional exam for the Sergeant position many months in advance of the testing date. His dedication to duty and careful attention to detail combined with his kind and compassionate nature will make him an excellent leader for the department.

Sergeant Agnetti has been with the department for 18 years and was a member of the Special Response Team from 2015-2020 prior to his promotion.

The department is looking forward to the improvements and new ideas that Sergeant Agnetti will bring in his new role as a member of the Command Staff.



# NEW HIRES

Three new members joined the department in 2021 – one new officer, one part-time Communications Dispatcher and one Records Clerk.



Pictured in front of Engine 5 is our newest Public Safety Officer, Douglas Copple, who joined the department on September 5. Officer Copple came to us with experience from the City of Taylor Police Department. His background includes an honorable mention from the Schoolcraft Police Academy in Firearms and Defensive Tactics. We are looking forward to having Officer Copple on board for the future of our department.



Also joining the department in 2021 were part-time Communications Dispatcher Meredith Williamson (pictured above left) and part-time Records Clerk Kim Rupinski (pictured above right). Meredith's background includes extensive experience in Law Enforcement from the cities of Northville and Milford as well as service as a Youth Specialist from Oakland County Children's Village. Kim is a retired Wayne County department manager with several years of administrative experience. We are excited to have such qualified individuals joining our department.

# RETIREMENTS

Section , Item 1.

One valued member of the department retired in 2021.



The retirement of Lieutenant David Gardzella on June 30, 2021 left a huge hole in the department. Not only did we lose a supervisor who led his platoon with class, dignity, and grace, but we also lost someone who possessed a wealth of knowledge regarding the department's in-car computers and other technical equipment. He consistently provided valuable guidance and support to the department's dispatchers in his role as their supervisor. Although he was humble about his many achievements, Lieutenant Gardzella's 27 years with the department included a promotion to the rank of Corporal in 2003, a promotion to the rank of Sergeant in 2010 and his final promotion to the rank of Lieutenant in 2018. He will always be missed not only for his stellar work ethics but also for his kind and gentle nature. We wish Lieutenant Gardzella continued success in his new part-time position with the Department of Public Works.





After being cancelled in 2020 due to the coronavirus pandemic, the Public Safety Open House held on Sunday, October 3, 2021 was a welcome event for the community. Attendees had the opportunity to interact with Police, Fire and EMS personnel and to learn valuable safety tips.

A special appearance by “Coastie the Tugboat”, the animated robotic cartoon character accompanied by members of the United States Coast Guard Auxiliary Team, showed children how to be safe around boats and water. Coastie teaches children how to throw or reach something to a person in distress in the water rather than trying to go in to help them. The brightly colored robot, with the ability to talk, play music, and interact with the public, was a main attraction at the event.

Another popular highlight was the presentation made by the Harper Woods K-9 team of Officer Steven Johnson and his partner Kaiser. Other special guests included members of the Michigan State Police Bomb Squad, representatives from Medstar Ambulance, and Grosse Pointe Park Officer Thomas Card who assisted with the Smoke House.

The annual Open House event would not have been possible without the careful coordination of organizers Detective Kevin Bonk and Sergeant Joseph Provost. The hard work provided by Officers Jeffry Martel and Miles Adams also helped to make the event a success. In addition, the department is appreciative of the contributions made by Auxiliary Captain Charles Thomas, Squad Leaders Evan Allemon and Mark Higgins, and Auxiliary Officers Jose Carrion, Keith Kurtz, and Patrick Kyc, all of whom served to man various aspects of the event.



# HIGHLIGHTS OF 2021

Although the ongoing Coronavirus pandemic continued to cast a shadow over the world, there were bright spots in the department due to major improvements.



Director Kosanke received the first of his Coronavirus vaccinations in early January, giving him as much protection as possible so that he could continue his duties without disruption.



Pictured above left are department members training with the new 100’ E-One aerial ladder truck. The rig is outfitted with many state-of-the-art features including a camera mounted at the top of the ladder, sending pictures to the control station at its base. This eliminates the need for a firefighter to be lifted up in a basket to direct water delivery.

Pictured above right are four new doors which were installed on the Public Safety apparatus bays at the south end of the Robert E. Novitke Municipal Center. The nearly 12 x 12-foot doors are highly energy efficient and provide increased security for the fire-fighting equipment and also for prisoner transfers. They replace the 30-year-old doors which were not insulated and periodically inoperable.

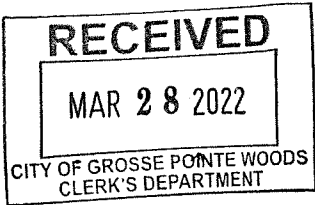




Beautification Advisory Commission  
City of Grosse Pointe Woods

March 15, 2022

The Grosse Pointe Woods City Council  
20025 Mack Avenue  
Grosse Pointe Woods, MI 48236



Re: 2022 BAC Flower Sale

Dear City Council Members:

The Beautification Advisory Commission is planning the 47<sup>th</sup> Annual Flower Sale. In order to make this successful, I request the Council's authorization of the following:

1. To conduct the 2022 BAC Flower Sale, to be held on the front lawn and circle drive of City Hall on the following dates and times:  
  

Wednesday, May 4, 2022	8:00 am to 4:00pm
Thursday May 5, 2022	3:00 p.m. to 6:00 p.m.
Friday May 6, 2022	10:00 a.m. to 5:00 p.m.
Saturday May 7, 2022	8:00 a.m. to 4:00 p.m.
Reserve Sunday, May 8, 2022 as a rain day	
2. Request approval for expenditures as outlined in Attachment I. These expenditures will be more than offset by proceeds from the sale.
3. Request approval for an email distribution to all residents with an email address on file with the City. This would include details of the sale.
4. The director of public works to assist in the following items:
  - A) Display the flower sale announcement banner between the two front columns of City Hall on or about April 15, 2022.
  - B) Repaint the flower sale announcement sign to reflect the above dates and times. Place the sign and the banner on City property in front of City Hall in proximity to Mack Avenue on or about April 15, 2022.
  - C) Set up 3 City tents, small one in front of City Hall steps and two on lawn by entrance drive on Wednesday May 4, 2022. Have Allemons set up Two tents

over circle drive in front of City Hall on Wednesday May 4, 2022, prior to flower delivery on Wednesday morning.

- D) Deliver and set up the BAC basket display racks (12) on the City Hall lawn Wednesday May 4, 2022.
  - E) Deliver 15 long tables (6'-8')
  - F) Folding Chairs (5)
  - G) Extension cords (2)
  - H) Water hose (100') and wand hookup
  - I) Place temporary "No Parking" signs along the curb on the City Hall side of the front drive during the sale days.
5. Request the City Treasurer-Comptroller to provide access to process credit card transactions on-site and through web portal for the sale.
  6. Request the Director of Public Safety to park a police vehicle in front of City Hall on the evenings of Wednesday May 4, Thursday May 5, and Friday May 6 and Saturday May 7, 2022 to serve as a deterrent to vandals.

I am available to be present at the City Council meeting to answer and questions City Council members may have regarding this request. Please advise me of the date of the council meeting if my presence is requested.

The Beautification Advisory Commission appreciates your support and consideration to these requests, so that we can again have a successful flower sale.

Sincerely,

Gloria Arslanian  
 2022 Flower Sale Chair  
 313-574-6099  
[gloriaarslanian@gmail.com](mailto:gloriaarslanian@gmail.com)

cc: Frank Schulte, City Administrator  
 Jim Kowalski, Director of Public Services  
 Shawn Murphy, City Treasurer-Comptroller  
 Nicole Gerhart, Recreation Supervisor

Attachment 1

EXPENSES:	State of Michigan License	\$100.00
	Cash Advance	\$400.00
	Flowers for Pre & Same day Sales	\$23,000.00
	Wild Birds Unlimited	\$1,000.00
	Newspaper Ad	\$300.00
	Copies, signs, posts, etc.	\$400.00
	TOTAL EXPENSES	\$26,200.00

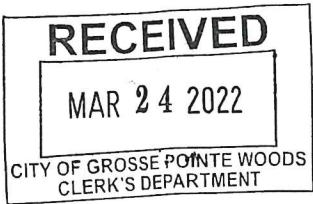
RECEIPTS:	TOTAL SALES	<u>\$32,000.00</u>
	NET PROFIT	\$6,800.00





CITY OF GROSSE POINTE WOODS  
DEPARTMENT OF PUBLIC SAFETY

**Date:** March 23, 2022  
**To:** Frank Schulte, City Administrator  
**From:** John G. Kosanke, Director of Public Safety  
**Subject:** Budget Transfer Request for Dispatch Base Replacement



The motor in the Dispatch workstation has ceased to function. Parts are no longer available due to the age of the system which was purchased and installed over sixteen years ago. It is necessary for us to purchase a new base for the system however we are still able to keep the remaining counter and brackets. As we cannot mix and match the equipment with a base from other vendors, it is necessary for us to stick with the same manufacturer.

A quote in the amount of \$10,333.56 has been received from Xybix Systems, Inc. of Littleton, Colorado for their L4 table base. The cost includes an installation charge of \$3,690.00 and a freight charge of \$1,150.00.

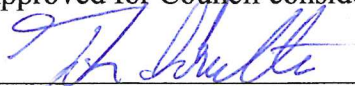
As this expense was unexpected, it was not included in the FYE 2021-2022 budget however sufficient funds are available in 101-310-818.000, the Public Safety Contractual Services account.


Therefore, I am requesting Council to authorize the purchase of a replacement base for the Dispatch workstation.

**I am requesting a budget transfer in the amount of \$10,333.56 from the Public Safety Contractual Services account 101-310-818.000 into the Equipment & Repair – Police Services account 101-310-850.000.**

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

Approved for Council consideration.

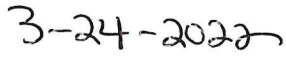
  
Frank Schulte, City Administrator

  
Date

Fund Certification:

Account numbers have been verified as presented.

  
Shawn Murphy, Comptroller/ Treasurer

  
Date

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
KarenT



Section , Item 2.

Quote Number: 30304

Quote Date: 3/14/2022  
Revision: A  
Orig Create Date: 3/14/2022  
Expires: 6/12/2022  
Opp #: 26092

Quote

Terms: NET 30

Page: 1 of 2

**QUOTE TO:**

Acct: GROPOIGRMI

The City of Grosse Pointe Woods  
Department of Public Safety  
20025 Mack Plaza Drive  
Grosse Pointe Woods MI 48236

Phone:  
Email:

**SHIP TO:**

The City of Grosse Pointe Woods  
Department of Public Safety  
20025 Mack Plaza Drive  
Grosse Pointe Woods, MI 48236  
USA

Salesperson: AMANDA SCHWARTZ  
Phone: (720) 404-7227  
Email: amandas@xybix.com

The current climate control system needs to be removed and our new AXYS climate control system installed to for our new leg system to fit. This new system requires a download to an existing desktop computer or dispatcher phone to control the fan, heat and lights (if applicable). Desk movement can be controlled by the computer/phone or manually with the hand controls as well. Windows 10 is required unless using iPhone or iPad. <https://www.xybix.com/axys>

A base replacement can take 4-6 hours per table. It replaces the legs on both front and rear work surfaces on the console. New recessed hand controls will be installed and the old control boxes and legs under the work surfaces will be removed. These new parts will be covered under a new warranty. The existing parts on the tables will not be covered.

**IMPORTANT NOTE:** All working parts that are removed can be stored and used for future repairs at your facility.

Please note: All monitors will need to be removed prior to installation because the surfaces will be turned upside down during the process. Please make sure you coordinate this base replacement with your IT, Radio, telephone and any other vendor that you may need to contact to remove and then re-install your computers, monitors, radios, telephone and any other non-Xybix equipment or electronics from the console surface or Rollervision. The installer will not remove or re-install any of this equipment.

Line	Part Num	Desc	Qty	U/M	List Ea	Disc. %	Disc. Price	Net Price
3.00	15701	L4 Table Base	1	1.00 EA	\$6,736.00	47.00 %	\$3,570.08	\$3,570.08
9.00	16708.	Axys Control System with Fan Base Price: \$2,079.00 16707AXS - Heat - \$582.00 16709AXS - Task Lights - \$519.00	2	1.00 EA	\$3,180.00	47.00 %	\$1,685.40	\$1,685.40
9.10	11137	Plug 3" Johnson Controls- Grommet	2	2.00 EA	\$18.00	47.00 %	\$9.54	\$19.08
90.00	10166	Crating or Cradling Table for Shipment	1	1.00 EA	\$219.00	0.00 %	\$219.00	\$219.00
91.00	12356	Installers Kit	1	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	1	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
<b>Line (6) - Miscellaneous Charge -</b>								
Description							Ext. Price	
1.) Freight							1,150.00	
2.) Installation							3,690.00	

List Price Total:	\$10,171.00	Lines Total:	\$5,493.56
		Line Miscellaneous Charges	\$4,840.00
		Total:	\$0.00
		Taxes Total:	\$0.00
		<b>Quote Total:</b>	<b>\$10,336.00</b>

Xybix Systems, Inc.  
8207 SouthPark Circle  
Littleton CO 80120  
Phone: 303-683-5656  
Fax: 303-683-5454  
KarenT



Quote

Section , Item 2.

Quote Number: 26092

Quote Date: 3/14/2022  
Revision: A  
Orig Create Date: 3/14/2022  
Expires: 6/12/2022  
Opp #: 26092

Terms: NET 30

Page: 2 of 2

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
------	----------	------	-----	-----	----------	---------	-------------	-----------

Note 1:

All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

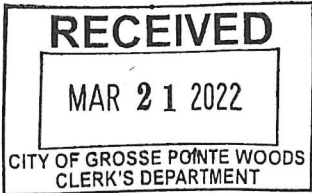
Note 2:

Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.

Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

MEMO 22-11



TO: Frank Schulte, City Administrator

FROM: James Kowalski, Director of Public Services *J.K.*

DATE: March 15, 2022

SUBJECT: Request to Remove and Replace the Two Colorado Blue Spruce Pines at Robert E. Novitke Municipal Center

While decorating the two Colorado Blue Spruce Pines at the Robert E. Novitke Municipal Center for the past holiday season, it was discovered that both trees are showing signs of distress with rotted limbs and top dieback. The city's contractor Marshall Landscape Inc. examined the trees at our request and diagnosed both trees with multiple issues that included Pitch Mass Borer (insect infiltration), Cytospora Canker (disease of lower branches), and Spruce Needle Rust (fungus which defoliates the limbs). They also discovered girdling roots as the base of one of the trees, which chokes the roots that feeds the tree and weakens the root base.

Marshall Landscape Inc.'s owner, Brett Marshall, stated that an aggressive spray program may extend the life of the trees a few more years, but ultimately they will need to be removed. He stated the city would be farther ahead replacing the trees now with two new 12-14 foot Norway Spruce Pines. These particular trees grow an average of 2-3 feet per year and grow up to 40-60 feet tall, with a spread of 25-30 feet in diameter. The Norway Spruce Pines also have a strong root base that are able to withstand high winds.

Therefore, I am requesting that the Department of Public Works remove the two Colorado Blue Spruce Pines at the Robert E. Novitke Municipal Center. I further request the purchase and planting of two new 12-14 foot Norway Spruce Pines provided by Landscape Source, 17448 26 Mile Road, Macomb, MI 48042 in the amount of \$3,200.00.

This is a not a budgeted item included in the 2021/2022 fiscal year budget and will require a budget transfer from City Hall & Grounds Operating Supplies account no. 101-444-757.000 into City Hall & Grounds Contractual Services account no. 101-444-818.000 in the amount of \$3,200.00.

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

  
\_\_\_\_\_  
Frank Schulte, City Administrator

*3-15-22*  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

  
\_\_\_\_\_  
Shawn Murphy, Treasurer/Comptroller

*3-21-2022*  
\_\_\_\_\_  
Date





24343 Gibson  
Warren, MI 48089  
www.marshalllandscape.com

(586) 427-6577 Macomb  
(313) 885-7272 Wayne  
(586) 427-6926 Fax



*Turf Grass Services • Plant Health Care • Exterior Pest Control • Athletic Field*

City of Grosse Pointe Woods  
James Kowalski  
1200 Parkway Drive  
Grosse Pointe Woods, MI 48236

January 29, 2022

Dear Jim,

At your request, I stopped by the GPW Municipal Building on Mack Ave to take a closer look at the two Colorado blue spruce outside the main entrance doors.

Both trees are in a state of decline.

I have found evidence of Pitch Mass Borer, Cytospora Canker, and Needle Rust, all three of these common problems are very aggressive and deadly. I have enclosed some information of what exactly what you are dealing with. The north tree, (the smallest) also shows evidence of girdling roots, which would account for its smaller size and limb dieback.

Unfortunately, a very aggressive spray program will be needed to attempt to gain control each year along with root excavation to the North tree.

I believe GPW would be farther ahead to remove the two Spruce and install new Conifers this spring.

I hope this information will help with your decision.

Brett Marshall  
Marshall Landscape Inc.  
ISA # MI-3804A





# The Plant Doctor's LANDSCAPE TIPS

By David L. Roberts, Ph.D, Michigan State University Extension

## CYTOSPORA CANCKER OF SPRUCE

### INTRODUCTION:

Spruce trees (*Picea* sp.) represent a group of Conifers that are widely utilized in landscapes throughout North America. Among the spruces, there are many different species that contribute various growth characteristics, colors and textures that may enhance various aspects of our landscapes. Some of these different species and varieties include Colorado Blue, White, Spartan, Norway, and Dwarf Alberta.

Invariably, as with other plants, spruces contract their own pests and disease problems. One of the most common diseases on spruces is known as Cytospora canker, caused by the fungus *Cytospora kunzei* (also reported as *Valsa* or *Leucostoma kunzei*). Colorado blue spruce (*Picea pungens* 'glauca') and Norway spruce (*Picea abies*) appear to be the most susceptible. This fungus, or various closely related forms, may also attack hemlocks (*Tsuga* sp.), firs (*Abies* sp.) and larches (*Larix* sp.).

### DIAGNOSIS AND SYMPTOMS:

Cytospora initially attacks the lower branches of spruce trees, resulting in lower branch dieback (Photo 1). Most commonly, older trees, ex. larger than 20-30 feet in height, are most susceptible. Close inspection of afflicted trees will usually disclose resinous areas on affected branches known as cankers (Photo 2). These resinous areas represent sap secretions (bleeding) from branch areas damaged by Cytospora fungal activity. Cankers destroy the vascular tissue of the branch, leading to branch death. In succeeding years, the fungus may spread to nearby branches as it advances upward into the tree. Spread may occur through splashing rain, by birds and other mechanical means. This advance of the fungus from lower to lower middle to middle branches may take many years. In general, even in advanced cases, trees are rarely killed by the fungus; most likely, trees reach an age and size in which many secondary pests, diseases and stresses work together to lead to the ultimate death of spruce trees. Overall, Cytospora canker is probably more of an aesthetically damaging disease than a life threatening problem.

The Cytospora fungus generally does not attack young, healthy spruce trees. Another disease known as Phomopsis canker (Photo 3) may attack and kill younger spruces and should not be confused with Cytospora canker (Photo 4).

### MANAGEMENT OF CYTOSPORA CANCKER:

Cytospora canker is a very difficult disease to manage. And because the disease causes cosmetic rather than life threatening concerns, some of the following suggestions may help minimize adverse appearance effects of the disease on specific trees in the landscape.

**Cultural:** Because it is believed that older trees in a stressed condition are most susceptible, it is wise to maintain good nutrition and vigor in susceptible trees. Interestingly, Colorado blue spruce in their natural Rocky Mountain habitat rarely contract Cytospora canker. Hence, a spruce's optimal natural inclination may be toward lower nutrition and moisture than often encountered in many well maintained landscapes. Certainly, avoid frequent irrigation and wetting of branches on spruce trees; fungal diseases require moisture to sporulate, spread and infect new plant tissue. Also, avoid wounding lower branches with lawn equipment and weed trimmers; wounds create sites where the fungus may invade particular branches. Proactive pruning may be beneficial; examine lower branches of spruce trees for the telltale signs of resinous cankers, and prune them out even if the branch has not died. Proactive pruning may break the disease cycle on specific trees. Pruning also improves the aesthetic appearance of affected trees.

**Chemical Management:** In general, it is believed that chemical fungicides have traditionally not been effective in managing Cytospora canker. Some recent studies performed by the author and others indicate that some trunk injection procedures may provide some relief from Cytospora canker for two years. Chemical treatments have proven to be highly effective for Phomopsis canker on smaller spruces. ■



Photo 1: Typical symptoms of Cytospora canker on older spruces result in lower branch dieback.



Photo 2: Cytospora canker result in branch cankers as evidenced by the bleeding of resin from the area on the branch invaded by the fungus.



Photo 3: Cytospora canker should not be confused with Phomopsis canker, which attacks smaller spruces.



Photo 4: On medium sized spruce trees, it may be difficult to discern Phomopsis canker from Cytospora canker (note branch dieback typical of both). In such cases, a lab test may be necessary.



MICHIGAN GREEN INDUSTRY ASSOCIATION

MICHIGAN STATE UNIVERSITY EXTENSION



# Leaflets News and Information for the Arborists of Michigan



## The Plant Doctor's LANDSCAPE TIPS

By David L. Roberts, Ph.D., Senior Academic Specialist, College of Agriculture and Natural Resources, Michigan State University

### PITCH MASS BORER

#### INTRODUCTION:

Pitch Mass Borer (*Synanthedon pini*=*Vespa mima pini*=PMB) is an insect (or complex of insects) that attacks various conifers in the landscape and natural areas. PMB may attack a variety of conifers but is most commonly seen on eastern white, Scotts, and Austrian pines, and on white, Norway and Colorado Blue spruces. The PMB bores into the trunks of trees and disrupts the vascular system. It generally takes numerous attacks for the insect to instigate symptoms on trees (Photo 1). The adult PMB is a clear wing insect that resembles a yellow jacket.

#### SYMPTOMS AND INSECT CYCLE:

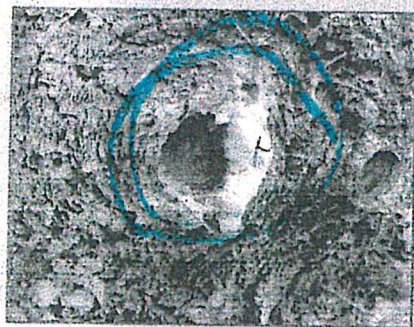
PMB possesses a relatively simple life cycle. Adults appear in the summer months when female adults lay eggs on the bark of conifers during June and July. Often, eggs are deposited near wounds such as branch collars (Photo 2) where branches have been pruned from trees and on other areas of the trunk. The eggs hatch and the tiny larvae bore through the bark to the inner bark and sap wood (cambial tissues) where they excavate tissues to make a feeding hole. Continuous flow of sap from these feeding areas eventually causes a mass of pitch on the bark of the tree; these globs of pitch (masses) may attain 3-4 inches diameter (Photo 3 and Insert). It may take 2-3 years for the insect to complete its life cycle.

The feeding by PMB larvae is not considered particularly serious by many experts, however, advanced infestations may result in the most obvious symptoms of PMB infestations, which are dead tops and branches (Photo 1). Infestations usually occur long before symptoms develop. Many trees may appear perfectly healthy but on close scrutiny of the trunk, copious resin secretions running down the trunks of trees are common (Photos 4).

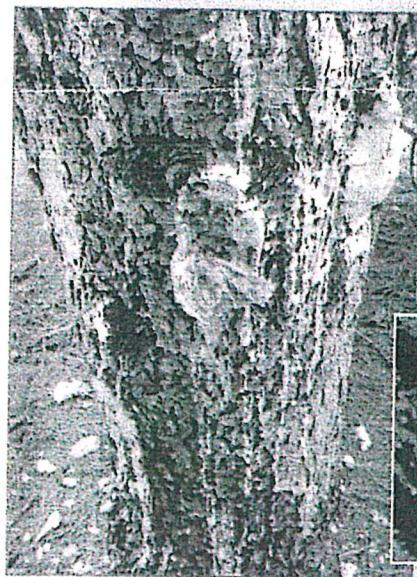
PMB may be confused with Zimmerman Pine Moth (ZPM) on some conifers. The two borers may be present on the same trees in some landscapes. On some occasions, apparently because of high population levels, PMB and ZPM may cross-attack from their regular host trees. For more information on ZPM, review the article "Zimmerman Pine Moth" in the April 2009 issue of *The Landsculptor*. PMB may also be confused with other problems such as girdling injury (Photo 5) or other diseases; PMB on eastern white pine (Photo 6), for example, may be confused with Pitch Canker, caused by a *Fusarium* sp. fungus.



**Photo 1:** Pitch Mass Borer may cause top dieback and limb death on conifers, in this case spruce. Multiple leaders may also be an indication of PMB on trees.



**Photo 2:** It is not uncommon to see evidence of PMB near wounds such as previous branch removals.



**Photo 3 and Insert:** Signs of PMB include copious sap secretions and globs of pitch on the trunks of affected trees. Depending on time of year, peeling back the pitch mass may reveal the larval culprit. Destroying the larvae is a biological control procedure-my condolences to "The Society for the Fair Treatment of Larval-Like Critters."





MANAGING PMB:

PMB is very difficult to manage. Although there are undoubtedly some natural predators, parasite and pathogens that attack PMB, many tree owners and arborists usually cannot rely on nature to correct PMB infestations on conifers. Following are some possible recommendations that may be considered in PMB management.

**"Sanitation":** Provided one doesn't mind contaminating knives and other utensils, physical removal of larvae might be practical where there are pitch masses on smaller trees or where pitch masses are easily accessible (Photo 3 and insert). By physical removal, it is suggested that the larvae be removed from the pitch masses and destroyed before they undergo metamorphosis into an adult. This technique might not be very practical for most arborists, but it may reduce somewhat the population of PMB in the immediate area or on a particularly valuable tree. Sanitation may also be described in very general terms, including tree removals, when their continued presence would cause PMB population buildup on less desirable or less important trees in the landscape.

**Species Selection:** This management tool may also be somewhat impractical but where new tree installations are going into landscape areas that have been "devastated" by PMB, it might be best to install trees that are not susceptible or as susceptible to the pest. As an example, arborvitae is not susceptible, whereas Colorado Blue Spruce is very susceptible. Also, for example, Norway spruce is susceptible but not nearly as susceptible as Blue Spruce.

**Water and Nutrition:** To the author's knowledge, little is known about nutrition and moisture effects on PMB, but if it behaves as many borers do, the borer is more likely attracted to trees that have either been wounded or under stress. If true, then it would be advisable to minimize stress as much as possible. Excess irrigation and crowding of trees are some examples of stresses.

**Insecticides:** As with Zimmerman Pine Moth, PMB is very difficult to manage with chemicals even though this may be one of the easiest and most effective (?) options. Undoubtedly, the reason why PMB is so difficult to manage is because the insect resides deep in resin masses where it is protected from exposure to chemicals. Insecticide applications are usually timed for mid-July when egg laying by adults or hatching of eggs and burrowing begins by larvae. Apply a registered insecticide for control of clear wing borers according to label directions. Imidacloprid products are often applied for managing many tree borers (boring beetles and weevils) but are largely ineffective for clear wing borers.

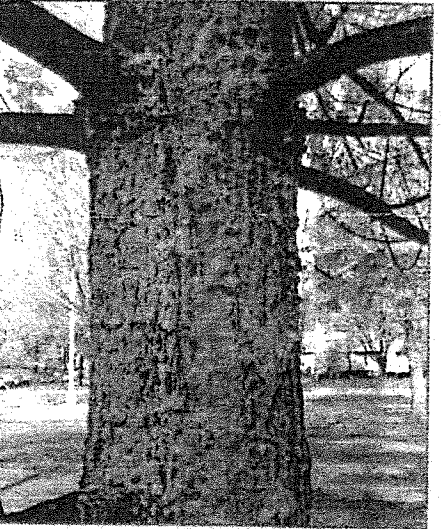
For more information, please feel free to email David Roberts at robertsd@msu.edu or contact a professional plant health care provider. The author, MSU and MGIA do not endorse any particular products. If using pesticides, be sure to read and follow label directions.



**Photo 4:** This spruce tree exhibited no outward sign of problems (no top or branch dieback); however, the Niagara Falls-like appearance of sap on the trunk indicates a rather advanced infestation by the PMB.



**Photo 5:** The girdling guy wire left in this tree may be confused with PMB attack.



**Photo 6:** On eastern white pine PMB attack may result in an almost white trunk due to abundant resin secretions. Despite the abundance of resin on its trunk, this tree shows very little outward symptoms of problems, except for some possible stress and slowing of annual growth.

Development of Landscape Tips was sponsored by MSU and MGIA.



MICHIGAN GREEN  
INDUSTRY ASSOCIATION

MICHIGAN STATE  
UNIVERSITY





# The Plant Doctor's LANDSCAPE TIPS

By David L. Roberts, Ph.D., Senior Academic Specialist, College of Agriculture and Natural Resources, Michigan State University



**Photo 1:** Many spruce trees around Michigan are burdened with decline, which may be caused by a variety of disease and pest issues.



**Photo 2:** These Colorado blue spruce trees are afflicted with spruce needle rust, albeit at fairly low incidence at this time. It would not be unusual for such trees to be affected by several disease and pest issues in the spruce decline syndrome. Even though some defoliation is evident, the diagnosis of spruce needle rust, along with other diseases such as needlecast, requires close-up examination.



**Photo 3:** In the earlier stages of foliar infections on this Colorado Blue Spruce, note the needle banding typical of rust (or other foliar diseases) when spruce needles become infected and "sick." This is actual banding from Weir's Rust. (Photo credit: Marshal Baeckeroot)

## SPRUCE NEEDLE RUST

### INTRODUCTION:

Spruce trees, especially Colorado Blue, may contract a variety of maladies. Sometimes the accumulation of these maladies may lead to "Spruce Decline" (Photo 1: also see "Spruce Decline" in the February 2013 issue of the *Landscape Sculptor*). One group of diseases that is not often considered as a contributor to "decline" is "Spruce Needle Rust." Most species of spruce are susceptible to Needle Rust. Needle Rust, caused by "rust fungi" typically in the genus *Chrysomyxa*, is not particularly common or devastating, but at times may lead to more defoliation than we would anticipate or desire. Hence, it is important that we learn how to diagnose and manage the various rust diseases on spruce trees (*Picea* sp).

### HETEROECIOUS VS. AUTOECIOUS RUSTS:

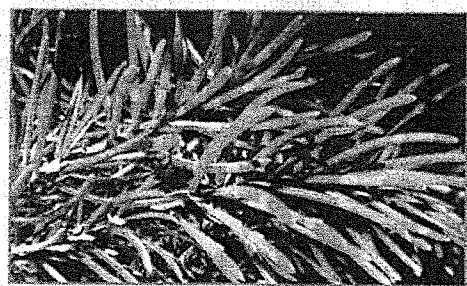
Perhaps the following is a little more information than the average person would care to know, but it can be important for diagnosis and management considerations. There are several types of needle rusts on spruce. Some of these rust fungi require an alternate host plants ("Hetero") to complete their disease cycle, much like "Cedar-Apple Rust" on *Malus* (apple, crabapple) and juniper. Such rust diseases that require an alternate host are termed "Heteroecious." Other rust diseases require no alternate host plant and are self-propagating ("Auto") on the same host (spruce); these rusts are termed "Autoecious."

In the case of Heteroecious needle rusts on spruce (there are several), members of the *Ericaceae* plant family such as Leather Leaf (*Chamaedaphne calyculata*), Labrador Tea (*Ledum groenlandicum*) and Bearberry (*Arctostaphylos uva-ursi*) serve as alternate hosts.

With regard to Autoecious Needle Rust diseases, Weir's Rust (aka cushion rust caused by *Chrysomyxa weirii*) is a prime example, which, by definition, does not require an alternate host. Weir's Rust is native to the forests of the western United States but began showing up in eastern states in the mid 1990s. More recently, Weir's Rust has been found in several Midwestern states, including Michigan.

### SYMPTOMS, DIAGNOSIS & DISEASE CYCLE:

There are several common symptoms associated with spruce needle rust diseases. Perhaps the most alarming symptom is defoliation of branches, similar to the various needlecast diseases (Photo 2). If one is not careful in their observations, the needle rust diseases may be mistaken for the various needlecast diseases. Initial symptoms of needle rust included discolored needles (yellowish, light green) and banding on the needles (Photos 3 & 4); these symptoms may mimic a variety of needlecast diseases as well. Particularly diagnostic of needle rusts is the eventual development of yellowish tube-like projections (Heterocyclic) or pustules (Weir's) that release orange-yellow spores (Photos 5 & 6).



**Photo 4:** This Serbian Spruce has a moderately advanced incidence of spruce (Weir's) needle rust that is likely to lead to significant defoliation. Note the yellow, banded areas.

Weir's rust can be differentiated from other spruce needle rusts and other needle diseases (Photo 7) fairly easily on the basis of symptoms and disease



Landscape Source  
17448 26 Mile Road  
Macomb, MI 48042

Phone: (586) 677-7480  
Fax: (586) 677-7483  
Date: 3/3/2022

17448 26 Mile Rd.  
Macomb, MI 48042  
Phone: 586-677-7480  
FAX :586-677-7483  
www.landscapesource.com

Quote: Attn: Jim Kowalski  
City of Grosse Pointe Woods  
Ph: (313) 343-2460  
Fax: (313) 343-2622

spruce in front of city hall replacement

Quote By: David Soulliere

			Planted
DESCRIPTION	Size	Quan.	Price ea.
Norway Spruce	12-13'	2	\$ 1,600.00
Installed with fertilizer and mycorriza			
Delivery			
city will remove existing tree and grind stump			
		Total	\$ 3,200.00

Plant material prices are delivered and planted prices including  
Assure 5-5-5 Fertilizer with Mycorrhizae and mulch  
Call Dave with questions (586) 634-5515

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

Date: 3/4/2022

Note:



# NORTH PINE TREE





# NORTH PINE TREE

Section , Item 3.





NORTH PINE TREE





# SOUTH PINE TREE





# SOUTH PINE TREE





SOUTH PINE TREE



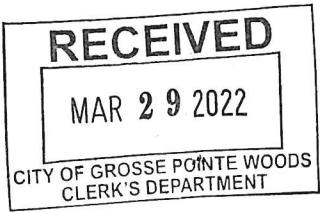


## SOUTH PINE TREE



MEMO 22 – 14

TO: Frank Schulte, City Administrator  
FROM: James Kowalski, Director of Public Services *J.K.*  
DATE: March 24, 2022  
SUBJECT: Recommendation – Landscape Services



Marshall Landscape has been providing landscape services to the City of Grosse Pointe Woods for the past 24 years. They are fully insured and bonded and their work is satisfactory. Brett Marshall has provided pricing for another 3-year agreement for fiscal years 2022/2023, 2023/2024, and 2024/2025. The agreement will include all current turf fertilizing and pest management services at City Hall, on Mack Avenue, all city owned parks, and round up application as needed on various parking lots and sidewalks.

I recommend approval of a 3-year agreement with Marshall Landscape, Inc., 24343 Gibson Dr., Warren, MI 48089 to provide landscape services to the City in an amount of \$18,449.00 in fiscal years 2022/2023, 2023/2024, and 2024/2025. This is a budgeted item that will be included in each fiscal year budget in accounts 101-774-818.102 in the amount of \$3,500.00, 101-775-818.000 in the amount of \$3,024.00, 202-463-818.000 in the amount of \$7,525.00, and 585-561-818.000 in the amount of \$4,400.00.

Attached is a copy of the proposed contract approved by the city attorney and used in prior years that will be effective from July 1, 2022 through June 30, 2025, as well as a current certificate of insurance. I do not believe any benefit will accrue to the city by seeking additional bids.

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

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.

*Frank Schulte*  
\_\_\_\_\_  
Frank Schulte, City Administrator

*3-29-22*  
\_\_\_\_\_  
Date

Fund Certification:

Account numbers and amounts have been verified as presented.

*Shawn Murphy*  
\_\_\_\_\_  
Shawn Murphy, Treasurer/Comptroller

*3-29-2022*  
\_\_\_\_\_  
Date

LANDSCAPE SERVICES CONTRACT

**THIS AGREEMENT**, is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Grosse Pointe Woods, a Municipal Corporation, Wayne County, Michigan, (“City), and Marshall Landscape, Inc. (“Contractor”).

**WITNESSETH:**

**WHEREAS**, the City has accepted a written proposal from the Contractor to provide landscape services on City property within the City of Grosse Pointe Woods for a three-year period from July 1, 2022 through June 30, 2025, and the offer has been accepted by the City Council on \_\_\_\_\_,

**NOW THEREFORE**, in consideration of the mutual undertakings of the parties it is agreed by and between the parties as follows:

1. The contract documents consisting of the offer received from Marshall Landscape, Inc. dated January 27, 2022 (Ex. A), and the recommendation memo dated March 24, 2022 (Ex. B) approved by City Council on \_\_\_\_\_ (collectively referred to as “the contract documents”) shall be incorporated herein by reference, and shall become a part of this contract, and shall be binding upon both parties. The terms of this landscape services contract shall control in the event of any inconsistency between this contract and the documents incorporated by reference.

2. The Contractor agrees that it will, during the term of this contract or any extension, provide all turf fertilizing and pest management services in accordance with the contract and contract documents, past practice, and in compliance with all provisions of applicable Federal, State and local laws pertaining to the functions to be performed hereunder.



3. The City agrees that it will, upon satisfactory performance of the work as required, pay to the Contractor the amounts specified in its proposal, at the time provided in the contract documents.

4. This contract shall commence JULY 1, 2022 effective through JUNE 30, 2025.

5. The Contractor agrees to indemnify, defend and hold the City harmless from any and all claims or damages occasioned by, or arising out of, or in connection with, the performance of its duties hereunder, and agrees to secure and keep in force public liability insurance and property damage insurance, all as required by the contract documents. The Contractor is required to list the City of Grosse Pointe Woods as an additional insured.

6. In the event the Contractor shall fail, neglect or refuse to perform any and all of its duties under the contract, the City may perform such duties, and charge all costs incurred in connection therewith to the Contractor, and may deduct such costs from any monies due, or to become due to the Contractor. Such remedy shall be non-exclusive of any other remedies the City may have, and the exercise thereof shall be in addition to, and without prejudice to, whatever other rights the City may have against the Contractor in the event of a breach.

7. This contract and contract documents represents the entire agreement of the parties. Any modifications must be in writing.

Witnessed by:

**CITY OF GROSSE POINTE WOODS, MI**  
A Municipal Corporation

\_\_\_\_\_

BY: \_\_\_\_\_  
Frank Schulte, City Administrator

**MARSHALL LANDSCAPE, INC.**  
Contractor

\_\_\_\_\_

BY: \_\_\_\_\_  
Brett Marshall, Owner/President



24343 Gibson  
Warren, MI 48089  
www.marshalllandscape.com

(586) 427-6577 Macomb  
(313) 885-7272 Wayne  
(586) 427-6926 Fax



Turf Grass Services • Plant Health Care • Exterior Pest Control • Athletic Field Maintenance

City of Grosse Pointe Woods  
James Kowalski  
1200 Parkway Drive  
Grosse Pointe Woods, MI 48236

January 27, 2022

Turf fertilization and pest control services for 2022-2024 Season

<u>Turf applications</u>	<u>Cost per</u>	<u>Total</u>
Cul-de-sacs	\$525.00	525.00
Municipal Parks / Various areas	3,529.00	3,529.00
Mack Ave Islands	1,100.00	1,100.00
Grosse Pointe Woods Municipal Building, Vernier Road islands	615.00	1,230.00
<u>Exterior nuisance pest control</u>		
Lakefront Park only		
Guardhouse/ gazebos/ picnic shelters	555.00	1,111.00
Grosse Pointe Woods		
Municipal building	302.00	604.00
<u>Fungicide program</u>		
Grosse Pointe Woods Municipal building		
Crabapples and Pear trees	775.00	1,550.00
<u>Round-up Application</u>		
Various parking lots, sidewalks per DPW	4,400.00	<u>8,800.00</u>

Total Annual Cost \$ 18,449.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2011

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

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

<b>PRODUCER</b> Morris Insurance Group, Inc. Little-Killebrew-Steiger 22440 Hall Road Clinton Township MI 48036	<b>CONTACT NAME:</b> Shelle Kipp <b>PHONE (A/C, No, Ext):</b> (586) 569-0440 <b>FAX (A/C, No):</b> (586) 569-0384 <b>E-MAIL ADDRESS:</b> shelle.kipp@MorrisInsuranceGroup.com																					
<b>INSURED</b> Marshall Landscape Inc 24343 Gibson Dr Warren MI 48089-4319	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Frankenmuth Mutual</td> <td>✓13986</td> </tr> <tr> <td>INSURER B:</td> <td>Accident Fund National</td> <td>✓12305</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Frankenmuth Mutual	✓13986	INSURER B:	Accident Fund National	✓12305	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Frankenmuth Mutual	✓13986																				
INSURER B:	Accident Fund National	✓12305																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

## COVERAGES

CERTIFICATE NUMBER: 2021 2022

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	6704293	10/08/2021	10/08/2022	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY					6704292 10/08/2021 10/08/2022 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					6704293 10/08/2021 10/08/2022 EACH OCCURRENCE \$ 2,000,000 ✓ AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					Y/N N N/A WCV6174423 10/08/2021 10/08/2022 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

City of Grosse Pointe Woods is Additional Insured with respect to operations performed by the named insured. ✓

## CERTIFICATE HOLDER

## CANCELLATION

City of Grosse Pointe Woods ✓ 20025 Mack Ave Grosse Pointe Woods MI 48236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Agent No. 0210603

## CASUALTY EVIDENCE OF INSURANCE

<b>Insured:</b> MARSHALL LANDSCAPE INC 24343 Gibson Dr Warren, MI 48089-4319		<b>Agent:</b> Morris Insurance Group, Inc. 22440 Hall Rd. Clinton Township, MI 48036  (586)569-0440	
<b>Policy Number:</b> 6704293	<b>Effective Date:</b> 10/08/2021	<b>Expiration Date:</b> 10/08/2022	
<p><b>This Evidence of Insurance</b> verifies that the insurance coverages and limits shown below have been issued to the named insured by the above insurer. Coverage is in force as of the effective date shown above. These coverages are subject to the policy provisions. This evidence of insurance is issued as a matter of information only and confers no rights upon the evidence holder. This evidence if insurance does not amend, extend, or alter the coverage, terms, exclusions and conditions afforded by the policy or policies referenced herein.</p>			
<b>COVERAGES</b>			
<b>Type</b>	<b>Location(s)/Description(s)</b>	<b>Limits of Insurance</b>	<b>Deductible</b>
Commercial General Liability	1 24343 Gibson Dr Warren, MI 48089-4319  2 24295 Gibson Dr Warren, MI 48089-4318	Each Occurrence \$1,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate \$2,000,000 Personal & Advertising Injury \$1,000,000 Damage to Premises Rented To You \$750,000 Medical Payments \$10,000	None
<b>THE LIABILITY LIMITS SHOWN MAY HAVE BEEN REDUCED BY A PAID CLAIM.</b>			
<b>Special Conditions/Other Coverages:</b>			
<b>ADDITIONAL INTEREST NAME AND ADDRESS</b>			
CITY OF GROSSE POINTE WOODS 1200 Parkway Dr Grosse Pointe Woods, MI 48236-1234		<b>Type of Interest:</b> Owners, Lessees Or Contractors - Scheduled Person Or Organization (CG 20 10 ed 04 13)	

FM768(1-12)

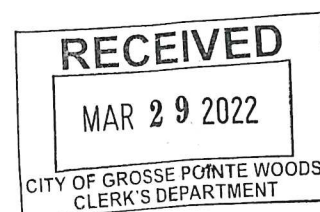
MEMO 22-13

TO: Frank Schulte, City Administrator

FROM: James Kowalski, Director of Public Services *g.k*

DATE: March 24, 2022

SUBJECT: Recommendation – Tree Removal Contract for 2022/2023



An "Invitation to Bid" for the removal of large city trees was posted on the Michigan Intergovernmental Trade Network (MITN) website on February 24, 2022. The information was also advertised in the Grosse Pointe News. The following bids were received at the bid opening on March 22, 2022.

COMPANY	12" to 19"	20" to 27"	28" to 35"	36" to 43"	Over 44"	Charge For Emergency Call-Out	Total tree removal Pricing
Arbor Pro Tree Service, Inc.	\$300.00	\$612.00	\$834.00	\$1,638.00	\$3,224.00	\$95.00 per man hour	\$6,703.00
MDL Tree Service	\$550.00	\$950.00	\$1,400.00	\$2,000.00	\$2,700.00	\$150.00 per man hour	\$7,750.00
LimbWalkers	\$400.00	\$850.00	\$3,000.00	\$3,450.00	\$4,000.00	\$500.00 per hour	\$12,200.00
TC Tree Service	\$750.00	\$1,500.00	\$2,000.00	\$3,200.00	\$3,800.00	\$2,500.00 / 4 hour minimum	\$13,750.00

Arbor Pro Tree Service, Inc. submitted the low bid in the amount of \$6,703.00.

Therefore, I am requesting Council approval of the new contract for city street tree removals from July 1, 2022 through June 30, 2023, to Arbor Pro Tree Service, Inc., 425 Barclay, Grosse Pointe Farms, MI 48236.

Attached is a copy of an updated contract, approved by the city attorney, as well as a current certificate of insurance. This is a budgeted item included in the 2022/2023 budget in the amount of \$40,000.00 in account 101-465-818.000.

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

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.

*Frank Schulte*  
Frank Schulte, City Administrator

*3-29-22*  
Date

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

*Shawn Murphy*  
Shawn Murphy, Treasurer/Comptroller

*3-29-2022*  
Date



## **TREE REMOVAL CONTRACT**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Grosse Pointe Woods, a Municipal Corporation, Wayne County, Michigan, ("City"), and Arbor Pro Tree Service, Inc., 425 Barclay, Grosse Pointe Farms, MI 48236 ("Contractor").

**WHEREAS**, the City advertised for bids for the removal of trees on City property within the City of Grosse Pointe Woods, and prepared certain instructions, specifications and contract documents to bidders, and

**WHEREAS**, the Contractor made a bid in accordance with the advertisement and contract documents, and the bid has been accepted by the City on \_\_\_\_\_, and

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

1. Award of Contract: Arbor Pro Tree Service, Inc. is hereby awarded a non-exclusive contract to perform removal of city street trees.
2. Term of Contract: This contract will cover the fiscal year beginning July 1, 2022 and continue through June 30, 2023.
3. Rates: Arbor Pro Tree Service, Inc. will remove city street trees as instructed by the City at the agreed sums of \$300.00 for 12" to 19" diameter trees, \$612.00 for 20" to 27" diameter trees, \$834.00 for 28" to 35" diameter trees, \$1,638.00 for 36" to 43" diameter trees, and \$3,224.00 for over 44" diameter trees.
4. Termination: Notwithstanding the term of this contract, this agreement may be terminated by either party with 30 days written notice to the other party for any reason.
5. Insurance: Arbor Pro Tree Service, Inc. will keep in full force and affect insurance coverage in accordance with the bid specifications dated February 24, 2022 and shall add the City as an additional insured on its commercial general liability insurance. Arbor Tree shall furnish proof of such insurance to the City of Grosse Pointe Woods.
6. Compliance with City Ordinances: Arbor Pro Tree Service, Inc. shall be required to comply with all city ordinances and pertinent state laws during the terms of this Agreement including, but not limited to, hours of operation.
7. City Indemnification: Arbor Pro Tree Service, Inc. agrees to indemnify and hold harmless the City from any actions, suits, debts, judgments, damages and/or claims arising out of Arbor Pro Tree Service, Inc.'s performance of this Agreement.

8. Incorporation of Bid Documents: The original bid documents dated February 24, 2022, including the notice to bidders, specifications, insurance coverage, and the bid sheet are incorporated into this Agreement by reference. In the event of any inconsistencies between the bid documents and this Agreement, the Agreement controls.

Witnessed by:

**CITY OF GROSSE POINTE WOODS, MI**  
A Municipal Corporation

\_\_\_\_\_

BY: \_\_\_\_\_  
Frank Schulte, City Administrator

**ARBOR PRO TREE SERVICE, INC.**  
Contractor

\_\_\_\_\_

BY: \_\_\_\_\_  
James G. Bonahoom, Owner/President

CITY TREE REMOVAL – BID SHEET  
MARCH 22, 2022  
10:00 A.M.

COMPANY	12" to 19"	20" to 27"	28" to 35"	36" to 43"	Over 44"	Charge for Emergency Call-Out	TOTAL BID
Arbor Pro	\$ 300	\$ 612	\$ 834	\$ 1638	\$ 3224	\$ 95/min	
Limb Walkers	\$ 400	\$ 850	\$ 3000	\$ 3450	\$ 4000	\$ 500/hr	
MDL Tree Service	\$ 550	\$ 950	\$ 1400	\$ 2000	\$ 2700	\$ 150/min	
TC Tree Service	\$ 750	\$ 1500	\$ 2000	\$ 3200	\$ 3800	\$ 2500/4 hr min (Crew) \$ 1500/Tree (Chop) (4 hr min)	

*Section , Item 5.*

[illegible]

Tim Kowalski - DPW  
Gretchen Miotto - Clerk's Office

CITY OF GROSSE POINTE WOODS

BID SHEET

CITY TREE REMOVAL

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

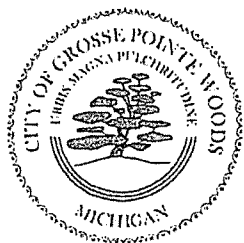
PER TREE COST FOR REMOVAL OF CITY TREES ON CITY OF GROSSE POINTE WOODS PROPERTY

12" to 19" diameter	\$ 300.00
20" to 27" diameter	\$ 612.00
28" to 35" diameter	\$ 834.00
36" to 43" diameter	\$ 1,638.00
Over 44" diameter	\$ 3,224.00
Charge Per Emergency Call-Out	\$ 95.00/hour/man (Includes disposal)

COMPANY NAME Arbor Pro Tree Service, Inc.

CONTACT PERSON Jim Bonahoom

TELEPHONE 313-363-2597 FAX NA  
email - jamesbonahoom@gmail.com



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

February 24, 2022

**NOTICE TO BIDDERS**

Bid sheets should be submitted in a sealed, opaque envelope bearing the following notation:

CITY CLERK  
CITY OF GROSSE POINTE WOODS  
20025 MACK PLAZA  
GROSSE POINTE WOODS, MI 48236-2397

**CLEARLY MARKED**

**CITY TREE REMOVAL**

**BIDS WILL BE OPENED**

**TUESDAY, MARCH 22, 2022**  
**AT 10:00 AM**

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.

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.

Additional copies of the specifications and bid sheets may be obtained from the City Clerk.

The City of Grosse Pointe Woods reserves the right to accept or reject any and all bids, to waive any informality in the bidding process or minor deviations from the specifications in a proposal and to accept any bid that deems itself in the best interest of the city.



SPECIFICATIONS

1. Contractor must have city tree license.
2. Contractor must provide insurance coverage as follows:
  - Body Injury Liability \$1,000,000.00
  - Property Damage Liability \$1,000,000.00
  - Workmen’s Compensation Statute
3. Any and all damages caused by removal of city tree will be the responsibility of the contractor who is awarded the bid.
4. Contractor must have necessary equipment and materials to satisfactorily remove trees in the shortest possible time. Equipment required must included the following:
  - Tree Boom, minimum 50’
  - Chippers
  - Chipper Trucks
  - Stump Machine
  - Semi-trailer (to remove logs)
  - Loader
  - Different size chain saws
  - Clean up equipment (brooms, shovels, blowers, etc.)
  - Crane preferable, but not necessary
5. All wood must be disposed of outside city limits.
6. Each group of trees must be removed **WITHIN FIFTEEN (15) CALENDAR DAYS** after receiving notice from the city’s Department of Public Works. This will be strictly enforced by the City of Grosse Pointe Woods.
7. All trees removed from city property must be cut to ground level (no more than 3” high).
8. Contractor must clean up all debris caused from removal of trees.
9. Should the contractor fail to perform the work to the satisfaction of the city or fail to comply with any of the provisions of this agreement, the city may terminate this agreement upon twenty-four (24) hour written notice to the contractor.
10. **Size of trees to be bid on is determined by measuring them 4’ from the ground level.**
11. **Contractor receiving bid will be under contract with the City of Grosse Pointe Woods from July 1, 2022 through June 30, 2023.**

12. Contractor receiving bid and who is under contract with the City of Grosse Pointe Woods must be able to respond to emergencies (wind damage, tornados, storms, etc.) within a period of 2-4 hours depending on severity of storm damage to be determined by the Director of Public Services.
13. Any questions regarding the specifications and/or bid may be directed to Joseph Ahee at the Department of Public Works (313) 343-2460.

BIDDER’S REFERENCE PAGE

(Submit with Bid)

The Contractor shall submit verifiable references for municipal work and be familiar with all aspects of safe tree removal operations. Each reference shall be for work actually performed by the Bidder (sub-contractor references are not applicable).

**ALL REFERENCES WILL BE TREATED AS THE CONTRACTOR’S CONFIDENTIAL BUSINESS INFORMATION.** Previous work for the Owner may be used as a reference. Complete each item for all 3 references.

Owner/Agency:	Grosse Pointe Woods
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	Grosse Pointe Shores
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Owner/Agency:	Grosse Pointe Park
Address:	
Address:	
City, State, Zip	
Contact:	
Phone:	

Grosse Pointe City

Only contractors experienced in this type of work will be considered. Failure to provide sufficient verifiable references will result in rejection of this bid.

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 WORK, THEREFORE, THE ABOVE PRICES 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.

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 PROPOSED SERVICES TO BE FURNISHED.

THE UNDERSIGNED, by execution of this bid, certified that he is the Owner and President 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.

NAME AND ADDRESS OF BIDDER:

COMPANY NAME Arbor Pro Tree Service, Inc.  
ADDRESS 425 Barclay Rd.  
CITY Grosse Pointe Farms STATE MI ZIP 48236  
SUBMITTED BY James Bonahoom Pres.  
(NAME) (TITLE)  
SIGNATURE [Signature]  
TELEPHONE 313-363-2597 FAX NA  
DATE 3/20/82 Email - jamesbonahoom@gmail.com

THIS PAGE MUST BE RETURNED WITH BID SHEET



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
03/25/2022

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

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

<b>PRODUCER</b> Lakepointe Insurance Agency  25124 Jefferson Ave. St. Clair Shores MI 48081		<b>CONTACT NAME:</b> Jeannine Feeney <b>PHONE (A/C, No, Ext):</b> (586) 776-6990 <b>FAX (A/C, No):</b> (586) 776-7799 <b>E-MAIL ADDRESS:</b> jeannine@lakepointeinsurance.com	
<b>INSURED</b> Arbor Pro Tree Service Inc 425 Barclay  Grosse Pointe Farms MI 48236		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Michigan Millers A NAIC # 14508 <b>INSURER B:</b> Travelers Indemnity Co. A + T 25658 <b>INSURER C:</b> <i>OK</i> <b>INSURER D:</b> <i>OK</i> <b>INSURER E:</b> <i>OK - 3/25/22</i> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: CL2232503853

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			C0516550	04/25/2021	04/25/2022	EACH OCCURRENCE \$ 1,000,000 ✓	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP AGG \$ 2,000,000	
	ANY AUTO							
	OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$	
	HIRED AUTOS ONLY						BODILY INJURY (Per person) \$	
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident) \$	
	EXCESS LIAB							
	OCCUR						EACH OCCURRENCE \$	
	CLAIMS-MADE						AGGREGATE \$	
	DED							
	RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6KUB6R18901721	03/21/2022	03/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000 ✓	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

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

Where required by written contract, the City of Grosse Pointe Woods is included as Additional Insured with respect to the General Liability coverage and operations performed by the named insured. ✓

## CERTIFICATE HOLDER

## CANCELLATION

City of Grosse Pointe Woods Department of Public Works 20025 Mack Plaza Drive ✓  Grosse Pointe Woods MI 48236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



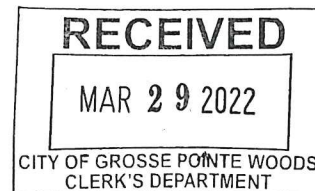
## MEMO 22-12

TO: Frank Schulte, City Administrator

FROM: James Kowalski, Director of Public Services *J.K.*

DATE: March 24, 2022

SUBJECT: Recommendation – Trucking Services



Grosso Trucking & Supply Co. has the current contract to provide trucking services for the City through June 30, 2022. Owner Steve Grosso has provided a quote for trucking pricing for the 2022/2023 fiscal year with a \$0.50 increase on trucking and \$0.50 increase on sand material. The company is fully insured and bonded and has provided very good and reliable trucking services for the city since 2015. Grosso Trucking again requests an annual fee of \$2,500.00/year for leaving his loader in the DPW yard. His drivers load their trucks themselves at no additional cost to the city allowing DPW employees to work on other tasks. Only one other bid for trucking services was received the last time a bid was mailed in 2011 and the prices not only exceeded Grosso Trucking's new prices but also included \$52,000/year for a loader plus \$45.00/hour for labor plus fuel with a 3% fuel surcharge. Grosso Trucking's employees also assist with clean up in the DPW yard. I do not believe any benefit would accrue to the city by seeking additional bids.

I recommend the city enter into a contract with Grosso Trucking & Supply Co., 10015 Marine City Hwy., Fair Haven, MI 48023 to continue to provide trucking and hauling services from July 1, 2022 through June 30, 2023. This is a budgeted item included in the 2022/23 budget in the amount of \$84,000.00 in Solid Waste/Disposal contractual services account 226-528-818.000. Attached is a copy of the proposed contract approved by the city attorney and used in prior years that will be effective from July 1, 2022 through June 30, 2023, as well as a current certificate of insurance.

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

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.

*[Signature]*  
 Frank Schulte, City Administrator

*3-29-22*  
 Date

## Fund Certification:

Account numbers and amounts have been verified as presented.

*Shawn Murphy*  
 Shawn Murphy, Treasurer/Comptroller

*3-29-2022*  
 Date

**GROSSO TRUCKING & SUPPLY CO. AGREEMENT**

This agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2022 between the CITY OF GROSSE POINTE WOODS, a Municipal Corporation, of 20025 Mack Plaza, Grosse Pointe Woods, Michigan ("City"), and Grosso Trucking & Supply Co., 10015 Marine City Hwy., Fair Haven, Michigan 48023;

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

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

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

1. Award of Contract: Grosso Trucking & Supply Co. is hereby awarded a non-exclusive contract to perform hauling services for the City.
2. Term of Contract: This contract will cover the fiscal year beginning July 1, 2022 and continue through June 30, 2023.
3. Rates: Grosso Trucking & Supply Co. will perform hauling services as instructed by the City at the agreed sums of \$6.00 per yard for leaves/brush, \$6.00 per yard for removal of wood chips and clean concrete, \$9.00 per yard for excavation spoils, \$6.00 per yard for delivery of compost; \$12.00 per yard for sand in; \$16.00 for 21A crushed concrete in; and \$16.50 per yard for screened topsoil in.
4. Termination: Notwithstanding the term of this contract, this agreement may be terminated by either party with 30 days written notice to the other party for any reason.
5. Insurance: Grosso Trucking & Supply Co. will keep in full force and affect insurance coverage in accordance with the bid specifications dated April 7, 2011, and shall furnish proof of such insurance to the City of Grosse Pointe Woods.
6. Compliance with City Ordinances: Grosso Trucking & Supply Co. shall be required to comply with all city ordinances and pertinent state laws during the terms of this Agreement including, but not limited to, hours of operation.

- 7. City Indemnification: Grosso Trucking & Supply Co. agrees to indemnify and hold harmless the City from any actions, suits, debts, judgments, damages and/or claims arising out of Grosso Trucking & Supply Co.'s performance of this Agreement.
- 8. Incorporation of Bid Documents: The original bid documents including the notice to bidders dated April 7, 2011, specifications, insurance coverage, and the bid sheet are incorporated into this Agreement by reference. In the event of any inconsistencies between the bid documents and this Agreement, the Agreement controls.

WITNESS:

\_\_\_\_\_

City of Grosse Pointe Woods

By: \_\_\_\_\_  
Frank Schulte  
City Administrator

\_\_\_\_\_

Grosso Trucking & Supply Co.

By: \_\_\_\_\_  
Steve Grosso  
Owner

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

**3-23-22**

**City of Grosse Pointe Woods**

**Here are the prices for the 2022 season starting April 1, 2022**

**Trucking yard waste out \$6.00**

**Trucking Dirt out \$9.00**

**Trucking Compost \$6.00**

**Trucking Concrete out \$6.00**

**Trucking leaves out \$6.00**

**Trucking prices went up .50 cents per yard because of the fuel costs**

**Sand \$12.00 (This went up \$1.00 because of material went up .50 cents & trucking went up .50 cents)**

**Screened Topsoil \$16.50 (went up .50 cents for trucking)**

**21A Crushed Concrete \$16.00 (went up .50 cents for trucking)**

**If you have any questions please give me a call.**

**Thank you,**

**Steve Grosso  
Grosso Trucking**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2022

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

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

PRODUCER Core Insurance Group LLC 50787 Corporate Dr  Shelby Township MI 48315		CONTACT NAME: Cassie Stewart PHONE (A/C, No, Ext): (248) 847-2673 FAX (A/C, No): E-MAIL ADDRESS: cassies@coreinsured.com	
INSURED Grosso Trucking and Supply Company 10015 Marine City Hwy  Ira MI 48023		INSURER(S) AFFORDING COVERAGE INSURER A: Michigan Millers Mutual Insurance Company A ✓ 14508 INSURER B: Retailers Insurance Company A ✓ 12471 INSURER C: ✓ OK! INSURER D: P.A. 3/31/22 INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL21122901615

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> AI, WOS, PNC - CG855 <input checked="" type="checkbox"/> CG2037-BLKT GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	C0542281	01/01/2022	01/01/2023 ✓	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefit Agg. \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			V010583100	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			L0302357	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCPQ00004967	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

The City of Grosse Pointe Woods is named as an additional insured with respects to general liability including completed operations as required by written contract. XCU is included. Waiver of subrogation applies in favor of the additional insured with respects to General liability as required by written contract. ✓

## CERTIFICATE HOLDER

## CANCELLATION

City of Grosse Pointe Woods 20025 Mack Plaza Drive  Grosse Pointe Woods MI 48236	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---



POLICY NUMBER: C 0128091 00

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED TO ADD AS ADD'L INS TO THIS POLICY BY WRITTEN CONTRACT OR AGRMT	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: C 0128091 00

GENERAL LIABILITY  
CG 855 (01-12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY PAK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CG 00 01)

**SUMMARY OF COVERAGES**

Description	Limit of Insurance	Page
Additional Insured - Broad Form Vendors	Included	4
Additional Insured - Lessor of Leased Equipment	Included	4
Additional Insured - Managers or Lessors of Premises	Included	4
Additional Insured - State or Political Subdivisions - Permits	Included	4
Additional Insured - Volunteers	Included	5
Additional Insureds by Written Contract	Included	3
Broad Form Named Insured	Included	3
Broad Form Property Damage	\$25,000 Per Occurrence	2
Broad Knowledge / Notice of Occurrence	Included	6
Damage To Premises Rented to You	\$300,000 Any One Premises	2
Incidental Medical Malpractice Liability	Included	6
Liberalization	Included	7
Medical and Dental Payments	\$10,000 Medical Expense Limit	2
Mental Anguish	Included	6
Mobile Equipment	Included	6
Newly Acquired Organizations	Included	3
Non-Owned Watercraft	51 feet	1
Personal Injury and Advertising Injury Redefined	Included	7
Property Damage Liability - Borrowed Equipment	\$25,000 Occurrence / \$50,000 Aggregate	3
Property Damage Liability - Elevator and Sidetrack Agreement	Included	2
Supplementary Payments Increased Limits		
Bail Bonds	\$2,500	2
Loss of Earnings per Day	\$1,000	2
Waiver of Transfer of Rights Of Recovery Against Others to Us	Included	6

The terms and conditions of this policy are amended as indicated below:

**I. Non-Owned Watercraft****SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE,** Exclusion 2.g.(2) is revised as follows:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft.

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

CG855 (01-12)

MICHIGAN MILLERS MUTUAL INSURANCE COMPANY  
Lansing, Michigan

Page 1 of 7

Includes copyrighted material of Insurance Services Office, Inc., with its permission.  
Copyright, ISO Properties, Inc., 1997

**II. Damage To Premises Rented To You**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE**, the last paragraph of **2.** is deleted and replaced with the following:

Exclusions **c.** through **n.** do not apply to "Property Damage" to the premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage which is the greater of:

- a. The Damage To Premises Rented To You Limit for Each Occurrence shown in the Declarations; or
- b. \$300,000

Under **Section III - LIMITS OF INSURANCE**, paragraph **6.** does not apply.

**III. Supplementary Payments**

**SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A & B**, is revised as follows:

- 1. In paragraph **2.**, the limit of \$250 for bail bonds is increased to \$2,500.
- 2. In paragraph **4.**, the limit of \$250 for daily loss of earnings is increased to \$1,000.

**IV. Medical And Dental Payments**

Under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**, if **COVERAGE C. MEDICAL PAYMENTS**, is not otherwise excluded from this Coverage Part:

- 1. The Medical Payments Limit is changed to the greater of:
  - a. \$10,000; or
  - b. The Medical Expenses Limit shown in the Declarations of this Coverage Part.
- 2. The provision, in **C. 1.a.(2)** that the expenses must be incurred and reported to us within one year of the date of the accident, is increased to three years.

**V. Broad Form Property Damage**

Under **SECTION I - COVERAGE A**, Exclusion **2.j.** is amended as follows:

- 1. Paragraph **(3)** does not apply.
- 2. Paragraphs **(4)** and **(6)** do not apply to customer's property at your described premises.

We do not cover any property:

- 1. Subject to motor vehicle registration; or
- 2. While being used to perform construction operations.

Our limit for any one "occurrence" under this coverage provision is \$25,000.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

**VI. Property Damage Liability - Elevators And Sidetrack Agreements**

The following is added under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- 1. Exclusions **j. (3), (4)** and **(6)** do not apply to the use of elevators.
- 2. Exclusion **k.** does not apply to:
  - a. The use of elevators; or
  - b. Liability assumed under a sidetrack agreement.

The insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance** is changed accordingly.

**VII. Property Damage Liability - Borrowed Equipment**

The following is added to Exclusion **j.** under **Coverage A. (Section I)**:

Paragraph (4) of this exclusion does not apply to equipment which you borrow unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all of the terms of **SECTION III - LIMITS OF INSURANCE**, the maximum limit in any one occurrence is \$25,000 and an annual aggregate of \$50,000.

This insurance afforded by reason of this provision is excess over any valid and collectible property insurance (including any deductible) available to you, and **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS 4**. Other Insurance is changed accordingly.

**VIII. Broad Form Named Insured**

The following is added under **SECTION II - WHO IS AN INSURED**:

- 1.e. An organization other than a partnership, joint venture or limited liability company, any of your subsidiary companies or any company over which you exercise control and actively manage and to which other insurance does not apply are an insured.

**IX. Newly Acquired Organizations**

Under **SECTION II - WHO IS AN INSURED**, 4. is deleted and replaced with the following:

1. If you are an organization other than a partnership, joint venture, or limited liability company, any organization you newly acquire or form over which you maintain ownership or majority interest, exercise control and actively manage and to which no other similar insurance is available is a named insured. However:
  - a. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - b. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**X. Additional Insureds By Written Contract**

- A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you are required to add as an additional insured to this policy by a written contract or written agreement that is:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury".

- B. The insurance provided to the additional insured applies as follows:

1. That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
  - (a) Premises you own, rent, lease, or occupy or
  - (b) Your ongoing operations performed for the additional insured at the job indicated by written contract or agreement.
2. The limits of insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits shown in the Declarations.

- C. **Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, under 4. other insurance, is amended as follows:

The following is added to this provision:

1. Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance is primary.
- D. With respect to the insurance afforded these additional insureds, the following additional insured exclusion applies:

1. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, designs or specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.
2. The insurance afforded the additional insured does not apply to:
  - (a) "Bodily injury" or "property damage" occurring after:
    - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on the behalf of the additional insured(s) at the site of the covered operations has been completed; or
    - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than the contractor or subcontractor engaged in performing operations for a principal as part of the same project.

#### **XI. Additional Insured - State or Political Subdivisions - Permits**

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any state or political subdivision which has issued a permit to you, subject to the following provisions:
  - a. This insurance applies only with respect to operations performed by you or on your behalf for which the state, governmental agency or political subdivision has issued a permit or authorization.
  - b. This insurance does not apply to:
    - (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
    - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **XII. Additional Insured - Managers Or Lessors of Premises**

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any manager or lessor of premises shown in the Declarations is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations and subject to the following additional exclusions:

The following exclusions are added:

1. This insurance does not apply to:
  - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of any manager or lessor of premises shown in the Declarations.

#### **XIII. Additional Insured - Lessor of Leased Equipment**

The following is added to **SECTION II - WHO IS AN INSURED**:

1. The person(s) or organization(s) who leases equipment to you for use in your business is also an insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### **XIV. Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - WHO IS AN INSURED**:

1. Any person(s) or organization(s) (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance is also an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of a vendor's business, subject to the following additional exclusions:



- a. The insurance afforded the vendor does not apply to:
  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection; demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (a) The exceptions contained in Sub-Paragraphs (4) or (6); or
    - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- c. This provision does not apply to any vendor included as an insured by an endorsement issued by us and made part of the Coverage Part.
- d. This provision does not apply if "bodily injury" or "property damage" included within the "products-complete hazards" is excluded either by the provisions of the Coverage Part or by endorsement.

#### XV. Additional Insured - Volunteers

- A. Under **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person(s) who are "volunteer worker(s)" for you only while performing duties related to the conduct of your business.

However, no "volunteer worker(s)" are insureds for:

- (1) "Bodily injury," "property damage," "personal and advertising injury" arising out of rendering or the failure to render professional services by a "volunteer worker".
- (2) "Bodily injury," "personal and advertising injury":
  - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a "employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to other "volunteer worker(s)" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (2)(a) above; or
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (2)(a) or (b) above.
- (3) "Property damage" to property:
  - (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), any member (if you are a limited liability company).

- B. Exclusion 2. a. of Coverage C (Section I) is replaced by the following:

- 2. a. To any insured, except "volunteer workers".

- C. "Volunteer worker(s)" means a person(s) who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**XVI. Incidental Medical Malpractice Liability**

**SECTION II - WHO IS AN INSURED** is amended to add the following paragraph:

However, Part **2.a.(1)(d)** does not apply to employed nurses or other employees, excluding physicians or medical doctors, who provide incidental health care services within the scope of their employment by you.

**XVII. Broad Knowledge/Notice Of Occurrence**

The following is added under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirement in condition **2.a.** that you must see to it that we are notified of an "occurrence" or offense applies only when the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

The requirement in condition **2.b.** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An "Executive Officer" or insurance manager, if you are a corporation; or
5. A member, if you are a limited liability company.

If you report an accident to your Workers' Compensation insurance carrier which later develops into a liability occurrence, coverage for which is provided by this policy, failure to report such occurrence to us at the time of the accident shall not be a violation of the notification of loss condition in this policy (**Condition 2. in Section IV**). It is understood and agreed, however, that you shall give notification of such occurrence to us as soon as you are made aware of the fact that the particular accident has developed into a liability claim.

**XVIII. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the paragraph **8. Transfer of Rights of Recovery Against Others To Us** condition is amended by the addition of the following:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and include in the "products - completed operations hazard" when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage", "personal and advertising injury"; or
3. Executed after "bodily injury", "property damage", "personal and advertising injury" if:
  - a. The terms and conditions of the written contract or written agreement had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury"; and
  - b. The insured can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "bodily injury", "property damage", "personal and advertising injury".

**XIX. Mental Anguish**

The definition of "bodily injury" in **SECTION V - DEFINITIONS** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

**XX. Mobile Equipment**

The following is added under **SECTION V - DEFINITIONS, 12. "Mobile Equipment"**:

Paragraph **f.(1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**XXI. Personal and Advertising Injury**

**SECTION V - DEFINITIONS**, "Personal and advertising injury" **d. & e** are deleted and replaced by the following:

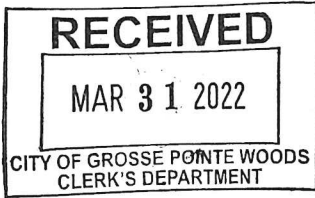
- d.** Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e.** Oral or written publication, in any manner, of material that violates a person's right of privacy;

**XXII. Liberalization**

With respect to coverage provided by this endorsement, if we adopt any revisions that would broaden the coverage under this endorsement without additional premium, the broadened coverage will apply to this policy. It will apply when the change becomes effective in your state.

All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown on the declarations.

CITY OF GROSSE POINTE WOODS  
BUILDING DEPARTMENT  
MEMORANDUM



**TO:** Mayor & City Council

**FROM:** Gene Tutag, Building Official *GT*

**DATE:** March 30, 2022

**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 and court ordered cleanups of properties 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, 2023 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 – 3/30/2022  
Copy of existing contract  
Certificate of Liability Insurance (expires 7/19/2022)

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:

  
\_\_\_\_\_  
Frank Schulte, City Administrator

*3-31-22*  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Shawn Murphy, City Treasurer/Comptroller

*3-31-2022*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Council Approval Required

\_\_\_\_\_  
Date

Josephine Modrack

---

**From:** NU APPEARANCE MAINTENANCE APPEARANCE <nuappearance@comcast.net>  
**Sent:** Wednesday, March 30, 2022 8:38 AM  
**To:** Josephine Modrack  
**Subject:** RE: GPW Contract Renewal

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:**

Good morning Josie,

This e-mail confirms NU Appearance's intention to renew the existing agreement through 3/31/2023. After the council meeting and at your earliest convenience, please forward an updated Purchase Order for the extended year 2022-2023.  
Sally will also forward you an updated insurance certificate.

Thank you!  
Scott Kettler  
NU Appearance Maintenance, Inc.

On 03/29/2022 2:29 PM Josephine Modrack <jmodrack@gpwmj.us> wrote:

Hi Scott,

Thank you for taking my call earlier – could we receive written confirmation that Nu Appearance would like to move forward with the contract with Grosse Pointe Woods as is, for the year 2022-2023.

Thank you!

**Josie Modrack**

Confidential Administrative Assistant



SERVICE AGREEMENT FOR  
NU APPEARANCE LANDSCAPING

This Agreement entered into this 1<sup>st</sup> day of MARCH, 2021 between the City of Grosse Pointe Woods ("CITY") and NuAppearance Maintenance, Inc. (a/k/a Nu Appearance Landscaping) ("NU") located at 19942 Harper Avenue, Harper Woods, MI 48225.

WHEREAS, the Grosse Pointe Woods City Council on March 1 2021, awarded NU a contract to provide landscaping and lawn mowing services within the City of Grosse Pointe Woods, and;

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

IT IS AGREED:

1. Award of Contract. NU is hereby awarded the contract to perform services for the CITY as specified in the attached specifications, Exhibit A, incorporated by reference and made a part of this Agreement.
2. Term of Contract. This contract will be for a period of April 01, 2021 to March 31, 2022.
3. Availability of Service. NU will provide the services described in the contract to the CITY on an as needed basis within 48 hours of a request, weather permitting.
4. Rates. The rates to be charged by NU are determined in attached Exhibit A.
5. Record of Receipts. On a monthly basis, NU will provide the CITY a record of all services rendered during the period for which payment is made. The records supplied to the CITY shall contain the following information:
  - a. The date the service was rendered;
  - b. The nature of the service rendered and;
  - c. The address where the service was rendered;
  - d. Invoices for the work on a monthly basis.
6. Inspection of books and records by CITY. The CITY shall have the right to inspect NU's books and records (as they pertain to service charges under this Agreement) on NU's premises during normal business hours.
7. Compliance with City Ordinances. NU shall be required to comply with all City Ordinances and pertinent state laws during the terms of this Agreement including but not limited to hours of operation.

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

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

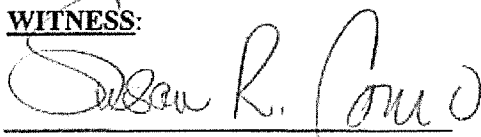
9. Insurance. NU will supply the CITY with evidence, as requested from time to time by the City, that it is adequately insured in accordance with Exhibit A for the following:
- a. Commercial General Liability;
  - b. Auto Insurance;
  - c. Workers compensation.

The City of Grosse Pointe Woods shall be named as an additional insured under the commercial general liability policy.


10. City Indemnification. NU agrees to indemnify and hold harmless the CITY from any actions, suits, debts, judgments, damages and/or claims arising out of NU's performance of this Agreement.
11. Purchase Order. A standard Grosse Pointe Woods Purchase Order will be issued with additional terms and conditions.

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

WITNESS:

  
\_\_\_\_\_  
Susan R. Combs

City of Grosse Pointe Woods

  
\_\_\_\_\_  
By: Bruce Smith  
City Administrator

Approved for Signature:

Lisa A. Anderson

\_\_\_\_\_  
By: Lisa Anderson  
City Attorney

[Signatures Continue on Next Page]

Sally M Sabo  
SALLY M. SABO

NuAppearance Landscaping

By: Scott A. Ketter  
Scott A. Ketter

Its: Owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/15/2021

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

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

<b>PRODUCER</b> Morris Insurance Group, Inc. Little-Killebrew-Stelger 22440 Hall Road Clinton Township MI 48036		<b>CONTACT NAME:</b> Shelle Kipp <b>PHONE (A/C, No, Ext):</b> (586) 569-0440 <b>FAX (A/C, No):</b> (586) 569-0384 <b>E-MAIL ADDRESS:</b> shelle.kipp@MorrisInsuranceGroup.com	
<b>INSURED</b> Nu Appearance Maintenance Inc 19942 Harper Ave Harper Woods MI 48225-1759		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Pioneer State Mutual Insurance <b>NAIC #</b> 18309 <b>INSURER B:</b> Accident Fund National <b>NAIC #</b> 12305 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

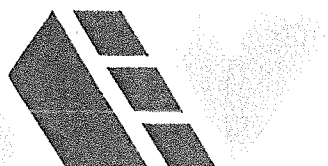
**COVERAGES** **CERTIFICATE NUMBER:** 2021 2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		PK00001149	07/19/2021	07/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA00303217	07/19/2021	07/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU00000889	07/19/2021	07/19/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6170201	07/19/2021	07/19/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Grosse Pointe Woods is Additional Insured with respect to General Liability when written contract applies.

<b>CERTIFICATE HOLDER</b> City of Grosse Pointe Woods 20025 Mack Plaza Dr Grosse Pointe Woods MI 48236	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

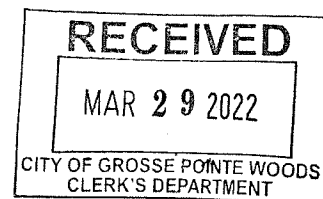


**ANDERSON, ECKSTEIN & WESTRICK, INC.**  
**CIVIL ENGINEERS - SURVEYORS - ARCHITECTS**

521 9th St. Grand Haven, Mich. 49423-1000  
 Phone: 616.841.4141 | www.aewinc.com

March 23, 2022

Frank Schulte  
 City of Grosse Pointe Woods DPW  
 1200 Parkway Dr.  
 Grosse Pointe Woods, MI 48236



Reference: DPW Water and Sewer Garage  
 Grosse Pointe Woods, MI  
 AEW Project No. 0160-0420

Dear Mr. Schulte:

Enclosed please find Ashor Associates Pay Application No. 5 for the above referenced project. We recommend issuing payment in the amount requested for \$25,671.00 to Ashor Associates 3745 Horseshoe Drive, Troy MI 48083.

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

Sincerely,

ANDERSON, ECKSTEIN AND WESTRICK, INC.

Jason Arlow, AIA

cc: Frank Schulte, GPW  
 Scott Lockwood, AEW

Enclosure: Pay Application No. 5  
 Sworn Statement  
 Full Unconditional Waivers

PO 20-46142  
 #592-537-978.200  
 OK - J.L.  
 SM 3/28/2022  
 FS. 3-29-22

M:\0160\0160-0420\ConstServices\PayEst\Building\No5\PayApp#5\_letter.docx



APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER City of Grosse Pointe Woods  
20025 Mack Plaza  
48236, MI

FROM CONTRACTOR:  
Ashor Associates  
3745 Horseshoe Drive  
Troy, MI 48063

CONTRACT FOR:  
VIA ARCHITECT: AEW  
DPW Garage

AIA DOCUMENT G702  
APPLICATION NO: 5 (final)

PAGE ONE OF

PERIOD TO:

PROJECT NOS: 0160-0420

CONTRACT DATE:

Distribution to:

OWNER
ARCHITECT
CONTRACTOR
DEVIN VERHULST
Notary Public, State of Michigan
County of Oakland
My Commission Expires 03-17-2028
Acting in the County of Oakland

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	
2. Net change by Change Orders	\$ 279,471.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 16,080.33
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 295,551.33
5. RETAINAGE:	\$ 295,551.33

a. % of Completed Work (Column D + E on G703)	\$ 0.00
b. % of Stored Material (Column F on G703)	\$ N/A
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ N/A

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 295,551.33
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 269,880.33
8. CURRENT PAYMENT DUE	\$ 25,671.00
9. Balance to finish including retainage	\$

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 25,671.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 03/26/22  
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$16,080.33	
Total approved this Month	\$0.00	
TOTALS	\$16,080.33	
NET CHANGES by Change Order	\$16,080.33	

AIA DOCUMENT G702 APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA ©1992

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20008-5292

**CONTINUATION SHEET**

AIA DOCUMENT G703

PAGE OF PAGES

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

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

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

APPLICATION NO: 5 (Final)

APPLICATION DATE: 3/24/2022

PERIOD TO:

ARCHITECT'S PROJECT NO: 0160-0420

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	General Conditions	\$42,930.00	\$42,930.00	\$0.00		\$42,930.00	100.00%	\$0.00	\$0.00
2	Building Construction	\$186,048.00	\$186,048.00	\$0.00		\$186,048.00	100.00%	\$0.00	\$0.00
3	Mechanical	\$10,793.00	\$10,793.00	\$0.00		\$10,793.00	100.00%	\$0.00	\$0.00
4	Electrical	\$25,200.00	\$25,200.00	\$0.00		\$25,200.00	100.00%	\$0.00	\$0.00
5	Plumbing	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100.00%	\$0.00	\$0.00
6	Owner Allowance	\$6,500.00	\$6,500.00	\$0.00		\$6,500.00	100.00%	\$0.00	\$0.00
7	Change order # 1	\$16,080.33	\$16,080.33	\$0.00		\$16,080.33	100.00%	\$0.00	\$0.00
8	Change order # 2	\$0.00	\$0.00	\$0.00		\$0.00	100.00%	\$0.00	\$0.00
<b>GRAND TOTALS</b>		<b>\$295,551.33</b>	<b>\$295,551.33</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$295,551.33</b>		<b>\$0.00</b>	<b>\$0.00</b>

## SWORN STATEMENT

State of Michigan

County of OAKLAND } §EDWARD C. ASHOR, being duly sworn, states the following:ASHOR ASSOCIATESis the (contractor)(subcontractor) for an improvement to the following real property in WAYNE County, Michigan,described as follows: CITY OF GROSSE POINTE WOODS DPW GARAGE1200 PARKWAY DRIVE  
GROSSE POINTE WOODS, MICHIGAN 48236

The following is a statement of each subcontractor, supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

Name Address and Phone Number of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to complete (optional)	Amount of Laborer Wages Due but unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
S.D.C. SERVICE	HVAC	\$10,243.70	\$10,243.70	0.00	0.00	—	—
P.S. ELECTRICAL	ELECTRICAL	\$27,460. <sup>00</sup>	\$27,460. <sup>00</sup>	0.00	0.00	—	—
PROPER PLUMBING	PLUMBING	\$8,500. <sup>00</sup>	\$8,500. <sup>00</sup>	0.00	0.00	—	—
LABELLE SASH & SCREEN	SIDING / ROOFING	\$53,900. <sup>00</sup>	\$53,900. <sup>00</sup>	0.00	0.00	—	—
CITY WIDE DOOR	OTHER DOORS	\$24,150. <sup>00</sup>	\$24,150. <sup>00</sup>	0.00	0.00	—	—
THE INSULATION MAN	INSULATION	\$18,725. <sup>00</sup>	\$18,725. <sup>00</sup>	0. <sup>00</sup>	0. <sup>00</sup>	—	—
BLUMBERG	BLUMBERG	\$38,364. <sup>89</sup>	\$38,364. <sup>89</sup>	0. <sup>00</sup>	0. <sup>00</sup>	—	—
—	—	—	—	—	—	—	—
Totals		\$181,343. <sup>59</sup>	\$181,343. <sup>59</sup>	0.00	0.00		

(Some columns may not be applicable to all persons listed)

The contractor has not procured material from, or subcontracted with, any person other than those set forth and owes no money for the improvement other than the sums set forth.\*

I make this statement as the (contractor)(subcontractor) or as \_\_\_\_\_ of the (contractor)(sub-contractor) to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by laborers that may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

**WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109 TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, OR BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE WHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

EDWARD C. ASHCR  
Depondent Printed Name  
[Signature]  
Depondent Signature

**WARNING TO DEPENDENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.**

GABRIEL JOHNSON  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires 07-23-2026  
Acting in the County of \_\_\_\_\_

[Signature] 03/22/2022

Subscribed and sworn to before me this  
22 day of March, 2022  
[Signature]  
Notary Public, Oakland County, Michigan  
My Commission Expires:  
07/23/2026

FULL UNCONDITIONAL WAIVER

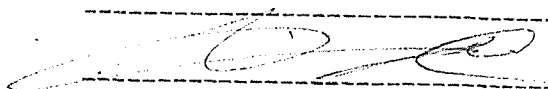
MY/OUR CONTRACT WITH ASHOR ASSOCIATES  
(other contracting party)  
TO PROVIDE MECHANICAL

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

CITY OF GROSSE POINTE WOODS DPW  
1200 PARKWAY DR.  
GROSSE POINTE WOODS, MI. 48236

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN  
RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

SDC SERVICE



(signature of lien claimant)

SIGNED ON: 3/7/22

ADDRESS: 2321 Wolcott Suite C  
Farmdale, MI, 48220

TELEPHONE: 810-618-5479

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY



FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH ASHOR ASSOCIATES  
 (other contracting party)  
 TO PROVIDE ELECTRICAL

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

CITY OF GROSSE POINTE WOODS DPK  
1200 PARKWAY DRIVE, GROSSE POINTE WOODS, MI.  
48236

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN  
 RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

R-S ELECTRICAL SERVICES

[Signature]  
 (signature of lien claimant)

SIGNED ON:

3/9/22

ADDRESS:

5970 Paction  
Sheboygan MI 48317

TELEPHONE:

586 9446844

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH ASHOR ASSOCIATES  
(other contracting party)  
TO PROVIDE PLUMBING

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:  
CITY OF GROSSE POINTE WOODS DPW  
1200 PARKWAY DRIVE  
GROSSE POINTE WOODS, MI. 48236

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN  
RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

PROPER PLUMBING  
[Signature]  
(signature of lien claimant)

SIGNED ON: 3/15/22

ADDRESS: 53508 Dryden  
Swethy Trs

TELEPHONE: 248 941-3929

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH ASHOR ASSOCIATES  
(other contracting party)

TO PROVIDE METAL SIDING / ROOFING / GUTTERS  
(LABOR & MATERIALS)

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

CITY OF GROSSE POINTE WOODS DPW  
1200 PARKWAY DRIVE, GROSSE POINTE WOODS, MI.  
48236

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN  
RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

LABELLE SASH & SCREEN

[Signature]  
(signature of lien claimant)

SIGNED ON: 3/7/02

ADDRESS: 2291 E. 9th St

Warren  
TELEPHONE: 248 906-2634

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH ASHOR ASSOCIATES  
 (other contracting party)

TO PROVIDE OVERHEAD DOORS

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

CITY OF GROSSE POINTE WOODS DPW  
1200 PARKWAY DR, GROSSE POINTE WOODS, MI.  
48236

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN  
 RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

CITY WIDE DOOR CO.  
[Signature]  
 (signature of lien claimant)

SIGNED ON: 3/8/22

ADDRESS: 9451 Monroe City Hwy

TELEPHONE: 586 716-9990

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY

FULL UNCONDITIONAL WAIVER

MY/OUR CONTRACT WITH ASHOR ASSOCIATES  
(other contracting party)

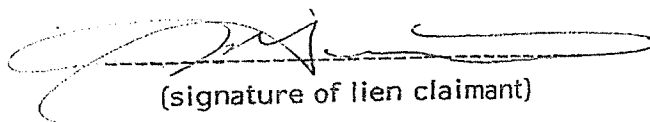
TO PROVIDE WALL AND CEILING INSULATION AND PAINTING

FOR THE IMPROVEMENT TO THE PROPERTY DESCRIBED AS:

CITY OF GROSSE POINTE WOODS DPID  
1200 PARKWAY DRIVE, GROSSE POINTE WOODS, MI.  
48236

HAVING BEEN FULLY PAID AND SATISFIED, ALL MY/OUR CONSTRUCTION LIEN RIGHTS AGAINST SUBJECT PROPERTY ARE HEREBY WAIVED AND RELEASED.

THE INSULATION MAN

  
(signature of lien claimant)

SIGNED ON: 3/7/22

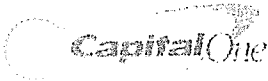
ADDRESS: 2540 TERRA INDUSTRIAL DR.  
CLEVELAND, OH. 44131

TELEPHONE: 586-709-3701

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS  
RETAIN A COPY



LUMBER JACK



Ashor Associates LLC  
3745 Horseshoe Dr  
Troy, MI 48083

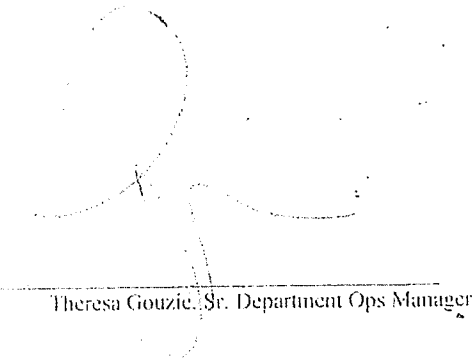
Acct: 188187

Final Unconditional Lien Waiver

We, the assignee of a vendor who has a contract with Ashor Associates LLC to provide materials for the improvement to the property described as Grosse Pointe woods DPW Garage project, and hereby waive our construction lien to the amount of \$38,364.89, for invoice(s):

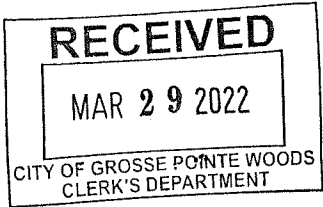
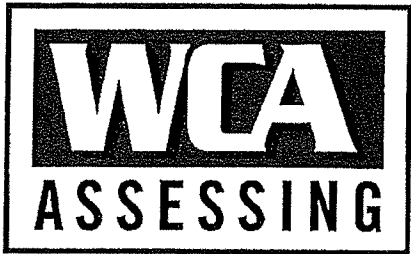
Invoice #	Item Date	Amount	Invoice #	Item Date	Amount
C58648	5/10/21	13,192.51			
U58018	4/29/21	11,329.28			
U61059	5/10/21	13,843.10			

Signed on August 16, 2021



Theresa Gouzie, Sr. Department Ops Manager

TL



March 18, 2022

Invoice 03182022

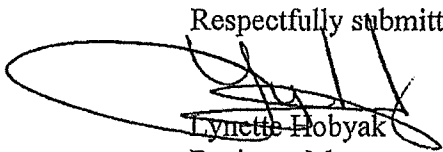
City of Grosse Pointe Woods  
Accounts Payable  
20025 Mack  
Grosse Pointe Woods, MI 48236

RE: April 2022 Services

For contract assessing services rendered:  
Contract Fee (\$78,102 ÷ 12)..... \$ 6,508.50

TOTAL AMOUNT DUE ..... \$ 6,508.50

Respectfully submitted,

  
Lynette Hobyak  
Business Manager

101224818.000

SM 3/18/2022

FS- 3-19-22

38110 N. Executive Drive, Suite 100  
Westland, MI 48185

734-595-7727 Office  
734-595-7736 Fax

KITCH DRUTCHAS WAGNER VALITUTTI & SHERBROOK

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

313-965-7900

IRS # 38-1896224

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

MARCH 16, 2022  
FILE # 2371.002582  
INVOICE # 528719

RECEIVED

REGARDING: CITY OF GROSSE POINTE WOODS

MAR 21 2021

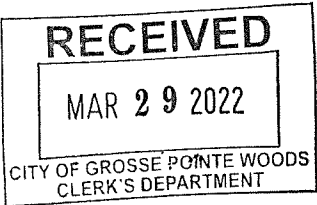
FOR PROFESSIONAL SERVICES RENDERED

02/17/22 MJW REVIEW EXTENSIVE E-MAIL STRING AND ATTACHMENTS 1.00  
SENT BY CLIENT, FROM CLEARLIX AND AT&T  
REGARDING SMALL CELL APPLICATIONS AND METRO ACT  
APPLICATIONS; RESPOND TO CLIENT WITH QUESTIONS;  
PHONE CALL FROM CLIENT DISCUSSING HISTORY ON  
THESE APPLICATIONS

TOTAL HOURLY CHARGES \$300.00

-----RECAP-----			
TIMEKEEPER	RATE	HOURS	AMOUNT
MICHAEL J WATZA	300.00	1.00	300.00
TOTALS		1.00	300.00

CURRENT AMOUNT DUE \$300.00  
TOTAL AMOUNT DUE \$300.00



101210812,000

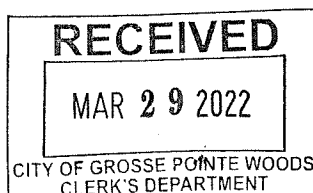
SM 3/21/2022  
FS 3-22-22

**JACOBS and DIEMER, P.C.**  
 Attorneys and Counselors at Law  
 The Guardian Building, Suite 2825  
 500 Griswold Street  
 Detroit, MI 48226-3480  
 (313) 965-1900

Tax I.D. 38-3510534

GPW USSIC  
 Shawn Murphy, Treasurer  
 City of Grosse Pointe Woods  
 20025 Mack Plaza  
 Grosse Pointe Woods MI 48236

Page: 1  
 March 28, 2022  
 Claim No: JPJPC-20222Q  
 Statement No: 3



USSIC v City of Grosse Pointe Woods

For Professional Services through : 02/28/2022

					Rate	Hours	
02/01/2022	TAD	L510	A104	Review/analyze Notice of Subrogation Claim filed in the Court of Claims.	285.00	0.30	85.50
	TAD	L510	A108	Communicate (other external) - E-mails (2) from and to Debra Walling re: Subrogation Claim in the Court of Claims.	285.00	0.10	28.50
02/03/2022	EPC	L510	A104	Review/analyze File Materials in preparation of Coverage Analysis on Count II re: payment of defense costs (finish).	285.00	1.30	370.50
	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count III re: expected or intended damage.	285.00	2.60	741.00
02/07/2022	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Introduction and Counts I and II analyses re: submit (first draft).	285.00	1.20	342.00
	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count III analysis.	285.00	4.10	1,168.50
	TAD	L510	A103	Draft/revise Coverage Analysis (continued) - Expected or Intended Injury Count.	285.00	1.00	285.00
02/08/2022	EPC	L510	A104	Review/analyze File Materials in preparation of Coverage Analysis on Count IV re: professional services.	285.00	2.60	741.00
	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count IV re: professional services.	285.00	2.90	826.50
7/09/2022	TAD	L510	A108	Communicate (other external) - E-mail to Michael Costello re: \$5,000 per claimant deductible issue and interview with Robert Bucko as to his discussions with USSIC underwriter.	285.00	0.10	28.50

GPW USSIC

Page: 2

March 28, 2022

Claim No: JPJPC-20222Q

Statement No: 3

USSIC v City of Grosse Pointe Woods

					<u>Rate</u>	<u>Hours</u>	
	TAD	L510	A103	Draft/revise Second Interim Report (continued) re: deductible issue.	285.00	0.70	199.50
	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count IV of USSIC's Complaint.	285.00	2.20	627.00
	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count V of USSIC's Complaint (begun).	285.00	1.70	484.50
02/10/2022	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count V (finalize).	285.00	1.00	285.00
02/11/2022	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count VI - Analyze relevant Policy provisions and applicable case law.	285.00	1.20	342.00
02/12/2022	TAD	L510	A103	Draft/revise Second Interim Report (continued) re: deductible and defense costs (Saturday work).	285.00	1.80	513.00
02/14/2022	TAD	L510	A108	Communicate (other external) - E-mails (2) from and to Michael Costello re: interview with Robert Bucko.	285.00	0.10	28.50
	TAD	L510	A103	Draft/revise Second Interim Report (continued) - Payment of defense costs.	285.00	1.50	427.50
02/15/2022	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count V of USSIC's Complaint.	285.00	1.40	399.00
02/16/2022	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Counts I-IV.	285.00	1.60	456.00
	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count V.	285.00	2.20	627.00
02/17/2022	EPC	L510	A102	Research re: <u>Hastings v Safety King</u> in preparation of Second Interim Report on Count II.	285.00	0.40	114.00
	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Count VI.	285.00	0.80	228.00
	EPC	L510	A103	Draft/revise Coverage Analysis (continued) - Insert recommendation to place purported class members and other interested parties on notice for collateral estoppel purposes.	285.00	0.20	57.00
	EPC	L510	A103	Draft/revise entire 36-page Coverage Analysis.	285.00	2.10	598.50
	EPC	L510	A103	Draft/revise Litigation Strategy Section of Coverage Analysis.	285.00	1.40	399.00
	TAD	L510	A103	Draft/revise Second Interim Report (continued) -			



GPW USSIC

Page: 3

March 28, 2022

Claim No: JPJPC-20222Q  
Statement No: 3

USSIC v City of Grosse Pointe Woods



					<u>Rate</u>	<u>Hours</u>	
				Payment of defense costs.	285.00	1.60	456.00
02/18/2022	TAD	L510	A103	Draft/revise Second Interim Report (continued) - Defense costs (finish draft for Ms. Walling and Mr. Schulte).	285.00	2.80	798.00
	TAD	L510	A108	Communicate (other external) - E-mail to Debra Walling and Frank Schulte with Second Interim Report.	285.00	0.10	28.50
02/22/2022	TAD	L510	A108	Communicate (other external) - E-mails (2) from and to Jonathan Walton and Debra Walling re: USSIC's request for a conference regarding attorney's fees.	285.00	0.10	28.50
02/26/2022	TAD	L510	A108	Communicate (other external) - E-mails (2) from and to Debra Walling, Frank Schulte, and Paul Antolin re: Notice of Filing in the Court of Claims (Saturday work).	285.00	0.10	28.50
2/28/2022	TAD	L510	A108	Communicate (other external) - E-mails (3) from and to Jonathan Walton re: Phone Conference scheduled for 3/3/22.	285.00	0.10	28.50
	TAD	L510	A108	Communicate (other external) - E-mails (2) from and to Debra Walling re: request for Mr. Diemer to present his Second Interim Report in person at the Grosse Pointe Woods City Council Meeting on 3/7/22 - USSIC's counsel asked to speak with Mr. Diemer 3/3/22 re: payment of defense costs.	285.00	0.10	28.50
				For Current Services Rendered		41.40	11,799.00
				<b>Total Fees and Costs:</b>			11,799.00
				Previous Balance			\$14,506.50
				<b>Payments</b>			
02/28/2022				Payment [3/3/22] - CK#62693 - Thank you!			-14,506.50
				<b>Balance Due</b>			<u>\$11,799.00</u>

Billing History			
<u>Fees</u>	<u>Expenses</u>	<u>Finance Charge</u>	<u>Payments</u>
40,270.50	0.00	0.00	28,471.50



Task Code Summary

		<u>Fees</u>	<u>Expenses</u>
L510	Appellate Motions and Submissions	11799.00	0.00
L500	Appeal	11,799.00	0

GPW USSIC

Page: 4  
March 28, 2022  
Claim No: JPJPC-20222Q  
Statement No: 3

USSIC v City of Grosse Pointe Woods

Please Remit

\$11,799.00

59253682.000

SM 3/28/2022

FS 3-28-22

Final Statement Run Totals 03/28/2022

Statements Printed:	1
Hours:	41.40
Fees:	11,799.00



## CITY OF GROSSE POINTE WOODS

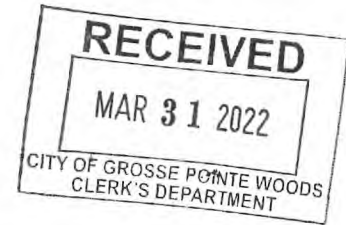
### MEMORANDUM

**Date:** April 4, 2022

**To:** Mayor and City Council

**From:** Shawn Murphy, Treasurer/Comptroller

**Re:** Proposed 2022-2023 Budget



Pursuant to Section 8.2 of the City Charter, we hereby present the proposed budget summary for fiscal year 2022-2023. It is prepared in compliance with state law and was discussed during the Finance Committee meeting on April 4, 2022.

The budget summary has been compiled utilizing the City's post Board of Review taxable value of 807,097,094 with a proposed millage rate of 12.9269 for general operating; .0619 for public relations; and 2.4711 for solid waste.

Staff has scheduled meetings with city engineers to review the water/sewer budget proposal and the Grosse Gratiot Drain budget proposal.

Attached is a summary of the total budget projection for fiscal year 2022-2023.

Thank you.

Frank Schulte  
City Administrator

Shawn Murphy  
Treasurer/Comptroller

**2022-2023 PROPOSED BUDGET SUMMARY**  
**City of Grosse Pointe Woods**

	<b>2021-2022 AMENDED</b>	<b>2022 - 2023 PROPOSED</b>	<b>Change</b>
<b><u>GENERAL FUND</u></b>			
General Government	\$3,839,154	\$4,013,379	
Public Safety	\$6,775,023	\$7,040,380	
Public Works	\$2,135,229	\$2,193,826	
Management Info. Systems	\$560,125	\$533,109	
Parks & Recreation	\$1,851,438	\$1,801,026	
Total General Fund	<u>\$15,160,969</u>	<u>\$15,581,720</u>	420,751 2.78%
<b><u>SPECIAL REVENUE</u></b>			
Major Street	1,391,404	2,247,488	
Local Street	1,604,462	1,015,642	
Parkway Beautification	55,500	56,700	
Cable Fund	0	0	
Act 302 Training	5,000	5,000	
Solid Waste	1,900,551	1,935,585	
CDBG	20,000	20,000	
911 Service Fund	121,966	60,747	
Drug Forfeiture	6,000	1,500	
SOM MIDC Grant	21,148	59,068	
Total Special Revenue	<u>\$5,126,031</u>	<u>\$5,401,730</u>	275,699 5.38%
<b><u>DEBT SERVICE FUND</u></b>			
Grosse Gratiot Drain (Milk River) **	\$3,598,210	\$3,607,303	
Road Bond Debt	\$1,033,544	\$1,154,998	
Capital Improvement Debt	\$222,363	\$220,238	
Total Debt Funds	<u>\$4,854,117</u>	<u>\$4,982,539</u>	128,422 2.65%
<b><u>CAPITAL PROJECTS FUND</u></b>			
Municipal Improvement	\$30,000	\$133,000	
Capital Improvement Fund	\$0	\$0	
Total Capital Projects Fund	<u>\$30,000</u>	<u>\$133,000</u>	103,000 343.33%
<b><u>INTERNAL SERVICE FUNDS</u></b>			
Workmen's Compensation	\$130,149	\$154,652	
Motor Vehicle Fund	\$1,192,918	\$1,135,748	
Total Internal Service Funds	<u>\$1,323,067</u>	<u>\$1,290,400</u>	(32,667) -2.47%



**2022-2023 PROPOSED BUDGET SUMMARY**  
**City of Grosse Pointe Woods**

	<b>2021-2022 AMENDED</b>	<b>2022 - 2023 PROPOSED</b>	<b>Change</b>
<b><u>ENTERPRISE FUNDS</u></b>			
Water & Sewer**	\$10,024,012	\$8,891,434	
Parking	\$661,008	\$587,505	
Boat Dock	\$206,238	\$186,434	
Commodity Sales	\$151,000	\$29,500	
Total Enterprise Funds	<u>\$11,042,258</u>	<u>\$9,694,873</u>	(1,347,385) -12.20%
<b><u>FIDUCIARY FUNDS</u></b>			
Supplemental Annuity	\$274,290	\$266,750	
Pension Trust Funds	\$3,617,171	\$3,754,458	
Retiree Healthcare (OPEB)	\$0	\$0	
Total Fiduciary Funds	<u>\$3,891,461</u>	<u>\$4,021,208</u>	129,747 3.33%
<b>Budget Total</b>	<u><b>\$41,427,903</b></u>	<u><b>\$41,105,470</b></u>	(322,433) -0.78%

**\*\*Note:** Water & Swer Enterprise Fund and Grosse Gratiot Drain (Milk River) Debt Service Fund will be completed after meetings with City Engineers



# CITY OF GROSSE POINTE WOODS

## Office of the Treasurer/Comptroller

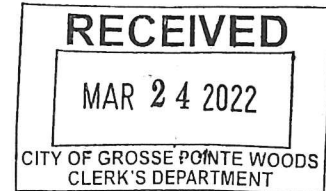
### Memorandum

**DATE:** March 24, 2022

**TO:** Mayor Bryant and City Council

**FROM:** Shawn Murphy, Treasurer/Comptroller

**SUBJECT:** Plante Moran, PLLC-Auditing Contract



Please find attached a letter dated March 3, 2022 from William Brickey and Joshua Yde regarding Plante Moran's proposed three-year extension, with an option for two additional years for the audit of the City's Annual Comprehensive Report for fiscal years ending June 30, 2022 through June 30, 2026.

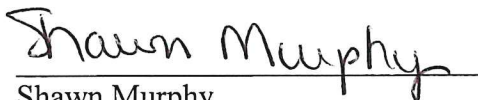
The proposed audit fees schedule is as follows:

	2022	2023	2024	2025	2026
City Audit	\$62,500 <i>5% increase</i>	\$65,000 <i>4% increase</i>	\$67,000 <i>3% increase</i>	\$69,000 <i>3% increase</i>	\$71,000 <i>3% increase</i>
Municipal Court	\$5,600 <i>4% increase</i>	\$5,800 <i>4% increase</i>	\$6,000 <i>3% increase</i>	\$6,200 <i>3% increase</i>	\$6,400 <i>3% increase</i>
Audit of Federal Awards (if necessary) *	\$10,000 <i>117% increase</i>	\$10,400 <i>4% increase</i>	\$10,700 <i>3% increase</i>	\$11,000 <i>3% increase</i>	\$11,300 <i>3% increase</i>

\*The Audit of Federal Awards is only necessary when annual federal grant expenditures exceed \$750,000. The American Rescue Plan Act Grant funds expended will require an Audit of Federal Awards if the expense incurred exceeds \$750,000 in a fiscal year.

It is our recommendation that City Council authorize the City Administrator to execute the agreement between the City of Grosse Pointe Woods and Plante Moran, PLLC to enter into a three (3) year engagement for audit services, with the option for two (2) additional years.

Respectfully submitted,



Shawn Murphy  
Treasurer/Comptroller



Frank Schulte  
City Administrator

March 3, 2022

Mayor and Members of the City Council  
c/o Mr. Arthur W. Bryant, Mayor  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

Dear Mayor and Members of the City Council:

As the City's Auditor, Plante Moran respectfully submits the following proposed fee schedule for a three-year extension, with an option for two additional years, for the audit of the City's Annual Comprehensive Financial Report and related Federal Awards Programs for the fiscal years ended June 30, 2022 through June 30, 2026. The City is an important and valued client of our firm. We are proud of the long-term relationship we have developed with the City and look forward to working with you in the future.

We have enjoyed being of service to the City of Grosse Pointe Woods and believe that we have brought value to City management through our audit, accounting, and business advisory services. While certain audit team members rotate on the engagement, we have maintained key engagement staff which lessens the distractions for the comptroller's office and allows you to avoid spending needless time training auditors. In addition, our years of experience with the City's financial matters and knowledge of your internal control structure helped with the transition of the new comptroller in 2021. We look forward to continuing to work together with the City's financial staff to both provide technical guidance to ensure the City continues to receive the National Award for Excellence in Financial Reporting on an annual basis and opine on an audit that heightens the level of financial transparency for the City.

Our history with the City helps to ensure that the City's leaders are fulfilling their fiduciary responsibility of having a high-quality comprehensive audit performed. The American Institute of CPAs has issued research that indicates that most audit failures (e.g., incorrect financial statements, misappropriation of assets) occur during the first two years with an auditor, due to their inexperience with the entity and inability to properly identify risk areas.

In continuation with Plante Moran's position as the City's Auditor, we are proposing the attached fees for the annual audits of the Annual Comprehensive Financial Report along with the Federal Awards Audit (if required).

Our experience with governments is unmatched; we work closely with hundreds of municipal clients in the State of Michigan alone, and so we understand the many financial

Mayor and Members of the City Council  
City of Grosse Pointe Woods

2

March 3, 2022

challenges that communities are facing. Over the years, the City of Grosse Pointe Woods and Plante Moran have developed an independent partnership that has both improved audit quality and properly addressed the ever-changing audit standards. Furthermore, access to our governmental industry specialists provides quick and meaningful insight into challenging decisions faced by Council and City Management.

We believe that we have served the City well during our time as auditors. We have performed timely audits; assisted with the implementation of numerous new accounting standards and various accounting issues; consulted regarding a 5-year plan, budget matters, and VOIP implementation; recommended value-added suggestions for improvements in operations and internal controls; and worked well with City staff and Council.

Once again, thank you for the opportunity to serve the City of Grosse Pointe Woods. The City of Grosse Pointe Woods is an important client to us personally and to our firm as a whole. We are appreciative of the opportunity to continue to serve the City and will work very diligently with your Comptroller and City management to ensure that the audit remains effective and efficient with high value added.

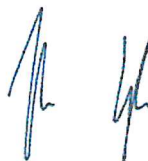
If you have any questions, please contact Bill at 313-496-7231 or Josh at 734-302-6921.

Yours truly,

**PLANTE & MORAN, PLLC**



William E. Brickey, CPA  
Partner



Joshua L. Yde, CPA  
Senior Manager



Proposed Audit Fees for the Years ending June 30:

	2022	2023	2024	2025	2026
City Audit	\$62,500	\$65,000	\$67,000	\$69,000	\$71,000
Municipal Court	\$5,600	\$5,800	\$6,000	\$6,200	\$6,400
Audit of Federal Awards (If Necessary) <sup>(1)</sup>	\$10,000	\$10,400	\$10,700	\$11,000	\$11,300

- (1) *The Audit of Federal Awards is only necessary when annual federal grant expenditures exceed \$750,000. Our quoted fee includes the audit of one major federal program.*



# Governmental audit clients

Our client roster includes more than 500 governmental entities, 200 K-12 education and public school district clients, 75 colleges and universities, and 1,000 not-for-profit entities across the country. Below is a sample of the governmental clients we serve. Entities that have received a Certificate of Achievement for Excellence in Financial Reporting from the GFOA are marked with an asterisk (\*).

## MUNICIPALITIES

- City of Akron, OH
- City of Allen Park
- City of Auburn Hills
- Township of Benton
- City of Berkley
- Village of Berrien Springs
- Village of Beverly Hills
- City of Birmingham\*
- City of Bloomfield Hills
- City of Brighton\*
- Township of Brownstown
- City of Buchanan
- City of Burton
- Township of Canton\*
- City of Charlotte\*
- City of Chelsea
- Chesterfield Township
- Township of Clinton
- City of Clio\*
- City of Coloma
- City of Columbus, OH\*
- Township of Commerce
- City of Davison
- Davison Township
- City of Dearborn\*
- City of Dearborn Heights
- City of Detroit\*
- City of East Lansing\*
- City of Eastpointe
- City of Farmington
- Fenton Township
- Flint Township
- Village of Franklin Park, IL\*
- City of Garden City
- City of Gibraltar
- Township of Grand Blanc\*
- City of Grand Rapids\*
- City of Grosse Pointe
- City of Grosse Pointe Farms
- City of Grosse Pointe Woods\*
- Township of Hamburg
- City of Harbor Beach
- City of Harper Woods
- Township of Highland
- Village of Holly
- Township of Huron
- Independence Township\*
- Township of Keeler
- City of Lathrup Village
- Township of Lincoln
- City of Lincoln Park
- City of Livonia
- City of Longmont, CO
- City of Loveland
- Township of Macomb
- City of Madison Heights
- Township of Marshall
- City of Melvindale
- Township of Milford
- Village of Milford
- City of Monroe\*
- City of Mt. Clemens
- City of Mt. Morris
- Township of Mt. Morris
- Orion Township
- City of Port Huron\*
- City of Northville
- Township of Northville\*
- Oakland Township
- Township of Plymouth
- Township of Redford
- City of Richmond
- City of Riverview
- City of Rockwood
- City of Romulus
- City of Roseville
- City of Saline
- Township of Scio
- Township of Shelby
- City of South Lyon
- City of Southfield\*
- City of Southgate
- City of St. Joseph
- City of Sterling Heights\*
- City of Swartz Creek
- City of Taylor
- City of Trenton
- Township of Van Buren
- Vienna Township
- City of Warren\*
- Township of Washington
- Township of Waterford\*
- Township of West Bloomfield
- City of Westland
- White Lake Township
- City of Wixom
- City of Woodhaven
- City of Wyandotte

\*Awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.

## COUNTIES AND OTHER GOVERNMENTAL UNITS

COUNTIES

- Genesee County\*
- Ingham County\*
- Livingston County
- Macomb County\*
- Oakland County\*
- Wayne County\*

COUNTY ROAD COMMISSIONS AND OTHER RELATED ENTITIES

- County Road Association Self-Insurance Fund (CRASIF)
- Genesee County Road Commission
- Kalamazoo County Road Commission
- Kent County Road Commission
- Michigan County Road Commission Self-Insurance Pool\*
- Road Commission for Oakland County
- Washtenaw County Road Commission

DISTRICT COURTS

- 16th District Court
- 17th District Court
- 18th District Court
- 19th District Court\*
- 20th District Court
- 21st District Court
- 23rd District Court
- 25th District Court
- 27th District Court
- 28th District Court
- 32A District Court
- 33rd District Court
- 35th District Court
- 37th District Court
- 39th District Court
- 41A District Court
- 41B District Court
- 47th District Court
- 51st District Court

LIBRARIES

- Auburn Hills Library
- Canton Public Library
- Flint Public Library
- Northville District Library
- Redford District Library
- Salem-South Lyon Library
- Saline District Library
- West Bloomfield Library
- Willard Library
- Wixom Public Library

STATE OF MICHIGAN

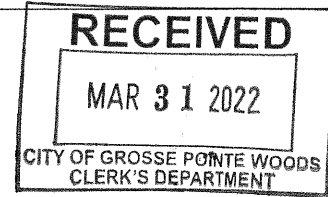
- Mackinac Bridge Authority
- Michigan Bureau of State Lottery\*
- Michigan Education Trust
- Michigan Finance Authority
- Michigan Legislature
- Michigan Municipal League
- Michigan State Housing Development Authority

\*Awarded the Certificate of Achievement for Excellence in Financial Reporting from the GFOA.



**CITY OF GROSSE POINTE WOODS**  
**Memorandum**

**DATE:** March 31, 2022  
**TO:** Mayor and City Council  
**FROM:** Frank Schulte, City Administrator  
**SUBJECT:** FY 2021/22 General Liability & Property Insurance



Attached are the cover pages for the proposals received for the city's general liability and property insurances. The city solicited proposals from Nickel & Saph, Michigan Municipal League (MML) and Michigan Municipal Risk Management Authority (MMRMA). The annual rates came back as follows:

- MML \$168,592.00
- Nickel & Saph Inc. \$206,937.00
- MMRMA \$235,652.00

A summary of key coverages and deductible amounts are as follows:

Coverage	Nickel & Saph Inc.	MML	MMRMA
General Liability	Policy Limit \$10,000,000 Deductible - \$10,000	Policy Limit \$10,000,000 Deductible - \$15,000	Policy Limit \$10,000,000 Deductible - \$15,000
Property-Blanket	Policy Limit \$15,684,646 Deductible - \$15,000	Policy Limit \$16,852,241 Deductible - \$15,000	Policy Limit \$11,560,397 Deductible - \$1,000
Law Enforcement	Policy Limit \$10,000,000 Deductible - \$10,000	Policy Limit \$10,000,000 Deductible - \$15,000	Policy Limit \$10,000,000 Deductible - \$1,000
Vehicle (Physical Damage)	Policy Limit \$4,584,420 Deductible - \$2,500	Policy Limit 10,000,000 Deductible - \$2,500	Policy Limits 1,500,000 Deductible - \$1,000
Cyber	Policy Limit \$1,000,000 Deductible - \$10,000	Policy Limit \$1,000,000 Deductible - \$20,000	Policy Limit \$5,000,000 Deductible - \$25,000
Sewer Liability	Policy Limit \$10,000,000 Deductible - \$10,000	Policy Limit \$100,000 Deductible \$5,000	Policy Limit \$1,000,000 Deductible \$500,000

All three insurance carriers specialize in municipal insurance. After meeting with each insurance provider and after a thorough review of their policies it was determined that Nickel & Saph Inc. provides the best coverage for the city's needs. The following are some major points for choosing Nickel & Saph Inc.:

- \$10,000,000 Sewer liability coverage
- Will review vendor agreements/contracts to assure existing insurance language meets the requirements.
- Will assist Public Safety with the completion of documents necessary for independent, professional certification (OSS Law Enforcement Advisors).
- Deductibles for general liability coverages are \$10,000, per occurrence compared to the \$15,000 per occurrence offered by MML and MMRMA.
- Cyber Liability policy has a \$10,000 deductible as compared to \$20,000 (MML) and \$25,000 (MMRMA).

- MML Liquor Liability coverage for city special events would need to be obtained by them from an outside provider. MMRMA can provide coverage. Nickel & Saph Inc. provides coverage, but cannot produce a quote until 90 days before the event starts. Estimated cost is \$750.00 per event. These costs could be covered under the Community Event budget.

Attached is a current listing of Nichol & Saph, Inc. municipal clients.

Their proposal has been reviewed and approved by City Attorney Walling.

In addition, I have followed up with the city's current general liability and property insurances provider, Tokio Marine, regarding their cancellation policy. They stated if the city decided to cancel its policy mid-term it would require a written request from the city and would need to include the effective date. Any applicable premium return would be done on a pro-rata basis.

It is my recommendation that City Council approve Nickel & Saph, Inc. Insurance Agency, P.O. Box 46907, Mount Clemens, MI 48046 to be the city's new general liability and property insurances provider in an amount not to exceed \$206,937.00. This is a not a budgeted item in the FY 2021/22 budget and will require a budget amendment from the flowing accounts:

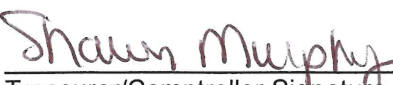
ACCOUNT NUMBER	AMOUNT	
101-299-914.000	25,508.00	General Fund
101-349-914.000	39,153.00	General Fund
101-599-914.000	12,381.00	General Fund
101-799-914.000	10,735.00	General Fund
202-482-914.000	8,068.00	Major Roads
203-482-914.000	9,303.00	Local Streets
226-528-914.000	11,020.00	Solid Waste
261-650-914.000	707.00	Emergency
365-993-914.000	20,864.00	Grosse Gratiot
585-569-914.000	3,833.00	Parking
592-536-914.000	57,253.00	Water
594-785-914.000	1,195.00	Boat Dock
640-851-914.000	6,917.00	Motor Vehicle
<b>TOTAL</b>	<b>206,937.00</b>	

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

  
City Administrator Signature

Fund Certification:

A budget transfer is required from the above stated Accounts in the amount of \$206,937.00 and that the account numbers have been verified.

  
Treasurer/Comptroller Signature

Attachments



michigan municipal league

# Liability & Property Pool

Proposal

for the

## City of Grosse Pointe Woods

Presented By:

Judith A. Thomson-Torosian, CPCU, CIC, ARM  
MML Liability & Property Pool  
(248) 204-6137

March 7, 2022



## Executive Overview

---

The Michigan Municipal League Liability and Property Pool has been a stable source of comprehensive municipal insurance and risk management services since 1982. It is financially secure and positioned for long-term stability.

The Pool staff is made up of municipal insurance experts. Municipal risk management is our only business, and we're proud of it!

The Pool provides insurance coverage designed specifically for Michigan municipal exposures, combined with a package of loss control programs, claims administration, legal defense and membership services that you won't find anywhere else in Michigan.

This quotation is based on the limits of coverage requested by the **City of Grosse Pointe Woods**. Higher limits may be available, subject to underwriting review by Pool Management. Please submit requests for higher limits in writing to your Account Executive. Your request will be considered by Pool Management.

The insurance and related services described more fully in this proposal are being offered to the **City of Grosse Pointe Woods** for an annual premium of **\$149,842 + \$18,750 for increased Cyber Limits (from the base limits – see page 7)**.

After the City's first renewal with the MML Liability & Property Pool, the City is eligible to receive returns of surplus (dividends) as follows:

- After 1<sup>st</sup> renewal – 10% of calculated dividend
- After 2<sup>nd</sup> renewal – 25% of calculated dividend
- After 3<sup>rd</sup> renewal – 50% of calculated dividend
- After 4<sup>th</sup> renewal – 75% of calculated dividend
- After 5<sup>th</sup> renewal – 100% of calculated dividend

The reason for the staggered return is that the dividend is surplus money not used to pay claims or expenses. The surplus is from past years. It is only fair to return the dividend back to Members who have worked for the good experience that has caused the surplus.

We encourage you to compare the Pool with our competition. Compare us based on price, coverage, service, financial security, experience and commitment to municipal risk management. When you do, the advantages of Pool membership become clear.

We look forward to the opportunity of servicing your risk management program for many years to come.

### **Our Mission**

**To be a long-term, stable, cost-effective risk management alternative for members of the Michigan Municipal League Liability and Property Pool.**



michigan municipal league  
Empowering Municipal Leaders

## Coverage and Cost Summary City of Grosse Pointe Woods

Effective 04-01-2022 to 04-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Municipal General Liability (Coverage A)	\$10,000,000	N/A	\$15,000
Sewer Back-Up Sublimit	\$100,000	\$100,000	\$5,000
Personal Injury Liability (Coverage B)	\$10,000,000	N/A	\$15,000
Medical Payments (Coverage C)	\$10,000	N/A	N/A
Public Officials Liability (Coverage D)	\$10,000,000	N/A	\$15,000
Law Enforcement Liability (Coverages A, B, and D)	\$10,000,000	N/A	\$15,000
Employee Benefit Liability	\$1,000,000	\$1,000,000	\$15,000
Fire Legal Liability	\$100,000	N/A	N/A
Cyber Liability & Data Breach Response	\$100,000	\$100,000	See Declaration
Dam Liability	No Coverage	N/A	N/A
Marina Operator Liability Per Vessel: \$1,000,000	\$1,000,000	N/A	\$15,000
Uninsured/Underinsured Motorists Coverage	\$500,000	N/A	\$0
Automobile Liability (Coverages A and B)	\$10,000,000	N/A	\$0
<u># Vehicles</u>	<u>Comp</u>	<u>Coli</u>	
56	\$2,500	\$2,500	

Agreed Amount, if applicable: 10 Vehicles for a total of \$1,850,229

Coverages A, B, and D are provided with a combined single limit of liability. The most the Pool will pay for any one occurrence is \$10,000,000 regardless of the number of coverages involved in the occurrence.

### Property

Property - Blanket Basis	\$16,852,241	N/A	\$15,000
Boiler and Machinery	Included	N/A	\$15,000
Building(s)	Included	N/A	\$15,000
Contents	Included	N/A	\$15,000
Property in the Open	Included	N/A	\$15,000
Protection & Preservation	Included	N/A	N/A
Property - Actual Cash Value	N/A	N/A	N/A
Property - Limited Replacement Cost	N/A	N/A	N/A
Property - No Coverage	N/A	N/A	N/A
Property - Replacement Cost	See Schedule	N/A	\$0
1985 Crest Pontoon	\$15,000	N/A	\$250
Accounts Receivable	\$250,000	N/A	\$250
Consequential Damage	\$100,000	N/A	N/A
Contractors Equipment	\$1,325,100	N/A	\$250



michigan municipal league  
Liability & Property Pool

## Coverage and Cost Summary City of Grosse Pointe Woods

Effective 04-01-2022 to 04-01-2023

Coverages	Limit of Liability	Aggregate Limit	Per Occurrence Deductible
Debris Removal - the lesser of 25% of physical damage loss or	\$5,000,000	\$5,000,000	N/A
Demolition & Increased Costs of Construction Limit	\$100,000	N/A	N/A
Earth Movement	\$2,000,000	\$2,000,000	\$5,000
Electronic Data Processing Equip	\$250,000	N/A	\$250
Emergency Portable Equipment	\$150,000	N/A	\$250
Expediting Expense	\$100,000	N/A	N/A
Extra Expense	\$500,000	N/A	N/A
Fine Arts	\$100,000	N/A	\$250
Flood (Except for Members located in Flood Zone A, AO, AH, A1-A999, AE, or AR)	\$1,000,000	\$1,000,000	\$5,000
Fungal Pathogens	\$25,000	\$25,000	\$250
Golf Carts	\$10,000	N/A	\$250
Loss of Income	\$100,000	N/A	N/A
Loss of Rents	\$100,000	N/A	N/A
Magic Square Lights	\$150,000	N/A	\$250
Misc Equipment	\$75,000	N/A	\$250
Ornamental Trees, Shrubs, Plants or Lawn	\$5,000	\$10,000	\$250
Park Equipment	\$175,000	N/A	\$250
Personal Effects & Property of Others	\$500	\$2,500	\$250
Police Equipment	\$20,000	N/A	\$250
Tennis courts (10)	\$360,000	N/A	\$250
Valuable Papers	\$250,000	N/A	\$250
<b><u>Comprehensive Crime Coverage</u></b>			
Employee Dishonesty Blanket/Faithful Performance	\$250,000	N/A	N/A
Computer Fraud	\$100,000	N/A	N/A
Depositors Forgery	\$100,000	N/A	N/A
Funds Transfer Fraud	\$100,000	N/A	N/A
Impersonation Fraud	\$100,000	N/A	N/A
Money and Securities Inside	\$100,000	N/A	N/A
Money and Securities Outside	\$100,000	N/A	N/A
Money Orders and Counterfeit Paper	\$100,000	N/A	N/A
<b><u>Bonds</u></b>			
Bond #: A Treasurer	\$250,000	N/A	N/A

*Only one deductible applies to claims involving two or more property coverages.*

The Michigan Municipal League Liability and Property Pool is pleased to offer all coverages and services described in this proposal for an annual premium of \$149,842.

## MML Liability &amp; Property Pool Base and Higher Limits Cyber Quotes

## City of Grosse Pointe Woods Cyber Quote Summary

AGGREGATE Limit of Liability OPTIONS: (for all Damages, Claims Expenses, Penalties and PCI Fines, Expenses and Costs) **\$100,000** OR **\$1,000,000**

Information Security and Privacy Sublimit:	\$100,000	\$1,000,000
Retention for each claim	\$0	\$20,000
Regulatory Defense and Penalties Aggregate Sublimit:	\$20,000	\$100,000
Retention for each claim	\$0	\$20,000
Website Media and Content Liability Aggregate Sublimit:	\$100,000	\$1,000,000
Retention for each claim	\$0	\$20,000
PCI Fines, Expenses and Costs Aggregate Sublimit:	\$10,000	\$100,000
Retention for each claim	\$0	\$20,000
Cyber Extortion Aggregate Sublimit:	\$25,000	\$250,000
Retention Each Extortion Threat:	\$5,000	\$20,000
First Party Data Protection Aggregate Sublimit:	\$25,000	\$100,000
Retention each Data Protection Loss	\$5,000	\$20,000
First Party Network Business Interruption Aggregate Sublimit:	\$25,000	\$100,000
First Party Network Business Interruption -- The greater of the retention limit or income loss during 12 hour waiting period.	\$5,000; waiting period 12 hours	\$20,000; waiting period 12 hours

**Privacy Breach Response Services (Limit per incident and in the Aggregate) (The Privacy Breach Response Services Limits of Coverage are separate from and in addition to the Policy Aggregate Limit of Liability)**

Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses Limit:	\$50,000	\$250,000
Each Incident Retention for: Computer Expert Services, Legal Services and Public Relations and Crisis Management Expenses	\$0	\$20,000
Notified Individuals -- Notification Services, Call Center Services and Breach Resolution and Mitigation Services Limit (a sublimit of up to 10% of Notified Individuals residing outside the U.S., which is part of and not in addition to the Notified Individuals Aggregate Limit of Coverage)	10,000	250,000
Each Incident retention for Notification Services/Call Center Services/Breach Resolution and Mitigation Services Threshold:	0	100 Notified Individuals

Premium: **Included in Base Quote** **\$18,750**

If the City prefers higher Cyber limits, we can make application to carriers outside of the Pool.

***AN INSURANCE PROPOSAL  
PREPARED FOR:***

*CITY OF GROSSE POINTE WOODS  
20025 MACK PLAZA DRIVE  
GROSSE POINTE WOODS, MI. 48236*

***PRESENTED BY:***

*JOHN N. JOHNSON  
NICKEL & SAPH, INC.  
44 MACOMB PLACE  
P. O. BOX 46907  
MOUNT CLEMENS, MICHIGAN 48046-6907*

*APRIL 5<sup>TH</sup>, 2022*

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverage.



City of Grosse Pointe Woods  
Insurance Proposal Quotes 2022-2023

Coverage	Trident	Deductible	Coverage Limit
General Liability *			
Full Sewer Back-up Limits included*	\$ 28,842	\$ 10,000	\$ 1,000,000
Data Compromise	\$ 2,920	\$ 10,000	\$ 1,000,000
Cyber	\$ 7,457	\$ 10,000	\$ 1,000,000
Public Officials' Liability *	\$ 7,654	\$ 10,000	\$ 1,000,000
Employment Practices Liability *	\$ 15,669	\$ 10,000	\$ 1,000,000
Law Enforcement Liability *	\$ 42,844	\$ 10,000	\$ 1,000,000
Auto Liability *	\$ 20,297	None	\$ 1,000,000
Auto Physical Damage	\$ 18,840	\$ 2,500	\$ 4,584,420
Property	\$ 14,363	\$ 15,000	\$ 15,684,646
Inland Marine	\$ 4,009	\$ 1,000	\$ 2,448,100
Crime	\$ 1,155	\$ 1,000	\$ 100,000
Excess Liability *	\$ 31,886	per line *	\$ 9,000,000
<b>Total</b>	<b>\$ 195,936</b>		
TRIA	\$ 2,373	None	\$ 100,000,000
<b>Total</b>	<b>\$ 198,309</b>		
Marina Operators Legal Liability	\$ 5,644	\$ 10,000	\$ 1,000,000
<b>Total</b>	<b>\$ 203,953</b>		
Judicial Liability Option	\$ 2,400	\$ 2,500	\$ 1,000,000
<b>Total</b>	<b>\$ 206,353</b>		
Tank Coverage Option	\$ 584	None	\$ 1,000,000
<b>Total</b>	<b>\$ 206,937</b>		

Coverages with \* next to their line item add an additional \$9,000,000 in Liability coverage from the Excess Liability coverage  
Liquor Liability is not included within the quote. We have markets for the product but can not produce a quote until 90 days before the event starts.

From the Estimated Liquor Sales provided to me, each event should roughly cost \$750 based on current pricing.

\*prices can change based on market fluctuation.

Auto Physical Damage is based on the vehicles actual price and if the vehicle is on Replacement Cost (RC) or Actual Cash Value (ACV)  
Replacement Cost = the amount we are going to pay to replace the vehicle at the same or equal value

Actual Cash Value = cost to repair/replace the vehicle minus depreciation

# References of Nickel & Saph, Inc. Insurance Agency

Lisa Borgacz  
City Clerk  
**City of Algonac**  
Phone: 810-794-9361  
2021  
P & C

Bill Winn  
Supervisor  
**Berlin Township**  
Phone: 810-395-4518  
July 21, 2001  
P & C

Patricia Allagreen  
Clerk  
**Casco Township**  
Phone: 586-727-7524  
July 1, 2011  
P & C, WC

Gregory Suma  
Deputy Treasurer  
**Center Line Retirement System**  
Phone: 586-757-6800  
July 1, 2017  
Fiduciary

Deanna Morran  
Clerk  
**Charter Township of China**  
Phone: 810-765-1145  
July 1, 2019  
P & C, Bonds, WC

Artie Bryson  
Supervisor  
**Clay Township**  
Phone: 810-794-9303  
July 1, 2015  
P & C

Mary Hein  
Finance Director  
**Charter Township of Clinton**  
Phone: 586-723-8002  
July 1, 2001  
P & C, WC, Fiduciary

Licia A. Yangouyian  
Risk Manager/ Attorney  
**City of Dearborn**  
Phone: 313-943-2035  
February 22, 1992  
P & C, WC, Fiduciary

David Thompson  
Pension Administrator  
**City of Dearborn Retirement System**  
Phone: 313-943-2486  
1998  
Fiduciary

Beverly Brown  
Township Clerk  
**Emmett Township**  
Phone: 810-384-8070  
December 1, 2019  
P & C, Bonds

Kathy Pratt/ Jerry Nuss  
Clerk  
**Village of Emmett**  
Phone: 810-384-8070  
2011  
P & C, WC

Marc Thompson  
City Manager  
**City of Fraser**  
Phone: 586-293-3100  
July 1, 2006  
P & C, Fiduciary, UST

Nicol Giebas  
Finance Director  
**Harrison Township Retirement System**  
Phone: 586-466-1438  
2011  
Fiduciary

Jean Corbat  
Clerk  
**Ira Township**  
Phone: 586-725-0263  
2010  
P & C, WC, Bonds

Mark Grabow  
Supervisor  
**Lenox Township**  
Phone : 586-727-2085  
June 1, 2011  
P & C, Bonds, WC

John P. Anderson, Esq.  
Risk Mgmt. & Safety Director  
**Macomb County**  
Phone: 586-469-6349  
August 1, 2009  
P & C, Bonds, Fiduciary, WC

John P. Anderson, Esq  
Risk Mgmt. & Safety Director  
**Macomb County Inter County Drains**  
Phone: 586-469-6349  
June 28, 2019  
P & C

John P. Anderson, Esq  
Risk Mgmt. & Safety Director  
**Macomb County Intra County Drains**  
Phone: 586-469-6349  
April 26, 2019  
P & C

Sue VanSteelandt  
Administrative Assistant  
**Macomb County Department of Roads**  
Phone: 586-463-6349  
Pre 1992  
P & C, WC, UST

Elain Leven  
City Manager  
**City of Marine City**  
Phone: 810-765-0513  
2010  
P & C

Emily Pelyak  
Office Manager  
**Martha T Berry Medical Care Facility**  
Phone: 586-469-5623  
May 6, 2015  
P & C

Michael Booth  
City Treasurer  
**City of Marysville**  
Phone: 810-455-1344  
2010  
P & C, UST

Richard Ortiz  
 City Administrator  
**City of Melvindale**  
 Phone: 313-429-1059  
 January 31, 2004  
 P & C, Bonds, UST

Kip Walby  
 Director of Operations  
**Milk River Inter-County Drain Drainage District**  
 Phone: 586-994-3983  
 2021  
 P & C

Tyler Fox  
 Purchasing Assistant  
**City of Mt. Clemens**  
 Phone: 586-469-6818  
 Sept. 1, 2009 & Sept. 1998/ 2003  
 P & C, UST, Fiduciary

Shelia McDonald  
 Clerk  
**Mussey Township**  
 Phone: 810-395-4915  
 April 23, 2019  
 P & C, WC, Bonds

Marcia Shinska  
 City Clerk  
**City of New Baltimore**  
 Phone: 586-725-2151 ext. 108  
 2010  
 P & C, UST

Joseph Madore  
 Manager  
**Village of Oxford**  
 Phone: 248-628-2543  
 July 1, 2011  
 P & C

Lori Lascoe  
 Township Clerk  
**Ray Township**  
 Phone: 586-749-5171  
 2010  
 P & C, WC

Cathy LaFontaine  
 Township Clerk  
**Richmond Township**  
 Phone: 586-727-8998  
 December 1, 2013  
 P & C

Al Titus  
 Supervisor  
**Riley Township**  
 Phone: 810-392-2326  
 2014  
 P & C, WC

Kellie Burke  
 Purchasing  
**City of River Rouge**  
 Phone: 313-832-4711  
 2010  
 P & C

Eboni Nugin  
 Executive Director  
**River Rouge Housing Commission**  
**City of River Rouge**  
 Phone: 313-832-1414  
 November 28, 2008  
 D & O, WC

Paul VanDamme  
 Purchasing  
**City of Roseville**  
 Phone: 586-445-5417  
 June 1, 2002  
 P & C, Bonds, WC, Fiduciary, UST

Kristy Bender  
 Finance Director  
**Sanilac County Retirement System**  
 Phone: 810-648-2933 Ext. 8202  
 2007  
 Fiduciary

Cherie Bartram  
 Executive Director  
**S. E. Regional Emergency Services Authority**  
 Phone: 586-773-7513  
 December 1, 2015  
 WC

Rick Stathakis  
 Supervisor  
**Charter Township of Shelby**  
 Phone: 586-731-5154  
 July 1, 2009  
 P & C, UST

Kip Walby  
 Director of Operations  
**Southeast Macomb Sanitary District**  
 Phone: 586-994-3938  
 2022  
 P & C

Elmeka N. Steele, Esq.  
 Deputy Director  
**Southgate-Wyandotte Relief Drains  
 Drainage District**  
 Phone: 313-224-3620  
 2021  
 P & C

Joyce Skonieczny  
 Clerk  
**St. Clair Township**  
 Phone: 810-329-9042  
 2010  
 P & C

Sheila Gorski-Schulte  
 Director of Human Resources  
**City of Taylor**  
 Phone: 734-374-1452  
 2010  
 P & C

Renee Barrick  
 Administrator  
**City of Warren General Retirement System**  
 Phone: 586-574-4634  
 2007  
 Fiduciary Liability

Jennifer Essenmacher  
 Director  
**City of Warren Police & Fire Retirement**  
 Phone: 586-574-4568  
 2000  
 Fiduciary Liability

Stanley Babinski  
 Township Clerk  
**Washington Township**  
 Phone: 586-677-4202  
 2010  
 P & C, Bonds

Robert Grden  
 Director  
**Wayne County Employees Retirement System**  
 Phone: 313-224-2769  
 2011  
 D & O, Fiduciary





**MICHIGAN MUNICIPAL  
RISK MANAGEMENT  
AUTHORITY**

## Benefits of MMRMA Protection

### Liability

- ◆ One policy covering all Liability lines - General, Errors and Omissions, Auto
- ◆ Up to \$15 Million Liability protection per occurrence
- ◆ No Aggregate Limits on most lines of coverage
- ◆ Most Coverages on an Occurrence basis
- ◆ Employment related claims covered to Liability limit
- ◆ Volunteer Medical Payments of \$25,000
- ◆ Liquor Liability
- ◆ Limited Sewage System Overflow Coverage available
- ◆ Data Breach and Privacy Liability Claims Made coverage, \$5,000,000 limit & aggregate, \$25,000 deductible
- ◆ Optional Limited Liability Coverage for Use or Operations of Unmanned Aircraft

### Property & Auto Physical Damage

- ◆ One policy covering all Property coverage's – Real, Personal, Crime, Boiler & Machinery, Flood and Earthquake, Inland Marine, Marine, EDP, Auto Physical Damage
- ◆ Blanket Replacement Cost property coverage
- ◆ Automatic \$2,000,000 of Fine Arts coverage
- ◆ Automatic \$1,000,000 of Blanket Fidelity Bond coverage
- ◆ Automatic \$5,000,000 of Income and Extra Expense coverage
- ◆ Automatic \$1,000,000 of Money & Securities coverage
- ◆ Flood and Earthquake coverage automatically included

### Other

- ◆ Risk Avoidance Program (RAP) Grants; distributing to Members \$1,750,000 annually.
- ◆ On-Site Loss Control and Risk Management Services at no additional cost.
- ◆ Extensive Print and Video Loss Control Services at no additional cost.
- ◆ Property Appraisals as no additional cost.
- ◆ **Net Asset Distributions to Members;**  
**2006: \$3.7 Million; 2007: \$7.5 Million; 2008: \$15.8 Million; 2010: \$10.2 Million;**  
**2011: \$19.7 Million; 2012: 38.6 Million; 2013: \$19.1 Million; 2014: \$34.5 Million;**  
**2015: \$45.1 Million; 2016: \$31.8 Million; 2017: \$23.7 Million; 2018: \$29 Million;**  
**2019: \$28 Million; 2020: \$33.5 Million; 2021: \$23.1 Million; 2022: \$33.5M.**

This is a sample of the highlights and benefits of the MMRMA Coverage Documents.  
Please consult the MMRMA Coverage Documents for exact coverages and exclusions.



27750 Stansbury, Suite 100  
Farmington Hills, Michigan 48334  
877-888-IBEX (4239) 248-538-0470 Fax: 248-538-0471 [www.ibexagency.com](http://www.ibexagency.com)

**Table I**  
**Member Deductibles and Self Insured Retentions**

COVERAGE	DEDUCTIBLE	SELF INSURED RETENTION
Liability	\$15,000 Per Occurrence	State Pool Member
Vehicle Physical Damage	\$1,000 Per Vehicle	State Pool Member
Fire/EMS Replacement Cost	\$1,000 Per Occurrence	N/A
Property and Crime	\$1,000 Per Occurrence	N/A
Sewage System Overflow	\$500,000 Per Occurrence	N/A

The member must satisfy all deductibles before any payments are made from the Member's SIR or by MMRMA.

The **City of Grosse Pointe Woods** is afforded all coverages provided by MMRMA, except as listed below:

1. Specialized Emergency Response Expense Recovery Coverage
- 2.
- 3.
- 4.

All costs including damages and allocated loss adjustment expenses are on an occurrence basis and must be paid first from the Member's SIR. The Member's SIR and deductibles must be satisfied fully before MMRMA will be responsible for any payments. The most MMRMA will pay is the difference between the Member's SIR and the Limits of Coverage stated in the Coverage Overview.

**City of Grosse Pointe Woods** agrees to maintain the Required Minimum Balance as defined in the Member Financial Responsibilities section of the MMRMA Governance Manual. The Member agrees to abide by all MMRMA rules, regulations, and administrative procedures pertaining to the Member's SIR.

#### **C. MMRMA Obligations - Payments and Limits of Coverage**

After the Member's SIR and deductibles have been satisfied, MMRMA will be responsible for paying all remaining costs, including damages, indemnification, and allocated loss adjustment expenses to the Limits of Coverage stated in Table II. The Limits of Coverage include the Member's SIR payments.

The most MMRMA will pay, under any circumstances, which includes payments from the Member's SIR, per occurrence, is shown in the Limits of Coverage column in Table II. The Limits of Coverage includes allocated loss adjustment expenses.

**Table II**  
**Limits of Coverage**

Liability and Motor Vehicle Physical Damage	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Liability	10,000,000	N/A	N/A	N/A
2 Judicial Tenure	N/A	N/A	N/A	N/A
3 Sewage System Overflows	1,000,000	N/A	1,000,000	N/A
4 Volunteer Medical Payments	25,000	N/A	N/A	N/A
5 First Aid	2,000	N/A	N/A	N/A
6 Vehicle Physical Damage	1,500,000	N/A	N/A	N/A
7 Uninsured/Underinsured Motorist Coverage (per person)	100,000	N/A	N/A	N/A
Uninsured/Underinsured Motorist Coverage (per occurrence)	250,000	N/A	N/A	N/A
8 Michigan No-Fault	Per Statute	N/A	N/A	N/A
9 Terrorism	5,000,000	N/A	N/A	5,000,000

Property and Crime	Limits of Coverage Per Occurrence		Annual Aggregate	
	Member	All Members	Member	All Members
1 Buildings and Personal Property	11,560,397	350,000,000	N/A	N/A
2 Personal Property in Transit	2,000,000	N/A	N/A	N/A
3 Unreported Property	5,000,000	N/A	N/A	N/A
4 Member's Newly Acquired or Constructed Property	10,000,000	N/A	N/A	N/A
5 Fine Arts	2,000,000	N/A	N/A	N/A
6 Debris Removal (25% of Insured direct loss plus)	25,000	N/A	N/A	N/A
7 Money and Securities	1,000,000	N/A	N/A	N/A
8 Accounts Receivable	2,000,000	N/A	N/A	N/A
9 Fire Protection Vehicles, Emergency Vehicles, and Mobile Equipment (Per Unit)	5,000,000	10,000,000	N/A	N/A
10 Fire and Emergency Vehicle Rental (12 week limit)	1,000 per week	N/A	N/A	N/A
11 Structures Other Than a Building	15,000,000	N/A	N/A	N/A
12 Dam/Dam Structures/Lake Level Controls	0	N/A	N/A	N/A
13 Transformers	0	N/A	N/A	N/A
14 Storm or Sanitary Sewer Back-Up	1,000,000	N/A	N/A	N/A
15 Marine Property	1,000,000	N/A	N/A	N/A
16 Other Covered Property	10,000	N/A	N/A	N/A
17 Income and Extra Expense	5,000,000	N/A	N/A	N/A
18 Blanket Employee Fidelity	1,000,000	N/A	N/A	N/A
19 Faithful Performance	Per Statute	N/A	N/A	N/A
20 Earthquake	5,000,000	N/A	5,000,000	100,000,000
21 Flood	5,000,000	N/A	5,000,000	100,000,000
22 Terrorism	50,000,000	50,000,000	N/A	N/A

**D. Contribution for MMRMA Participation**

City of Grosse Pointe Woods

Period: April 01, 2022

To April 01, 2023

Coverages per Member Coverage Overview:

\$235,652

TOTAL ANNUAL CONTRIBUTIONS:

\$235,652

**E. List of Addenda**

This document is for the purpose of quotation only and does not bind coverage in the Michigan Municipal Risk Management Authority, unless accepted and signed by both the authorized Member Representative and MMRMA Representative below.

Accepted By:

Proposal No:

City of Grosse Pointe Woods

Q000013471

MMRMA

\_\_\_\_\_  
Member Representative\_\_\_\_\_  
MMRMA Representative\_\_\_\_\_  
Date\_\_\_\_\_  
Date

RECEIVED

MAR 28 2022

Section 7, Item E.

Gretchen Miotto

CITY OF GRETCHEN MOTT  
CLERK'S DEPARTMENT

**From:** johnanddebmc@gmail.com  
**Sent:** Sunday, March 27, 2022 2:36 PM  
**To:** 'Jennifer'; 'Gloria Arslanian'; 'Marlin Stewart'; 'Rachelle Koester'; 'Mary Casinelli'; 'Phil Hage'; 'Janet Miller'; 'Matt Wettstein'; Arthur W. Bryant; Gretchen Miotto  
**Subject:** RE: BAC

CAUTION: This email originated from outside of the organization. DO NOT click links, open attachments or reply to this message unless you recognize the sender and know the content is safe:

Hi Jennifer, I'm so sorry to hear of your resignation. You have made so many contributions to the BAC and will be much missed! As an operational issue, please send your resignation letter to the mayor and copy me (I have copied Art and Gretchen on this).

Take care and look forward to seeing you, Deb

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

From: Jennifer <jennifer4arbonne@yahoo.com>  
Sent: Thursday, March 24, 2022 12:46 PM  
To: debbie mccarthy <johnanddebmc@gmail.com>; Gloria Arslanian <gloriaarslanian@gmail.com>; Marlin Stewart <marlin.stewart@att.net>; Rachelle Koester <rachellekoester@gmail.com>; Mary Casinelli <marycasinell@gmail.com>; Phil Hage <philhage@comcast.net>; Janet Miller <janet8476@gmail.com>; Matt Wettstein <MattWettstein@yahoo.com>  
Subject: BAC

Hi all,

Unfortunately I have to resign from the BAC. My work schedule doesn't allow me to be at the meetings in the evening and I've picked up an additional part time job. I wouldn't be able to help with the Flower Sale, and photos as I have in the past.

I've enjoyed having the position on the BAC and getting to know all of you. You make a great team and GPW needs you. It's good to see you're getting new members who are excited to contribute. I wish you all the best.

Deb, please let me know if there is something I need to do formally as far as resignation.

Thank you.  
Jennifer

Jennifer Hess Sent from my iPhone

PLANNING COMMISSION  
PENDING MINUTES 2-22-22 – 5

The next item on the agenda was the **Public Hearing regarding the repealer and replacement of the City of Grosse Pointe Woods, Wayne County, Zoning Ordinance and Zoning Map in its entirety.**

Chair Fuller opened the Public Hearing at 7:10 p.m.

Chair Fuller presented the Building Official Memo on behalf of Building Official Tutag. Rod Arroyo from Giffels Webster introduced himself and made a presentation to commissioners, staff and the public on the reformatting of the Zoning Ordinance and how to use the Clearzoning software. Discussion ensued.

Chair Fuller opened up the floor for Public Comment. No one from the Public wished to Comment.

Public Hearing closed at 7:24 p.m.

**MOTION** by Vitale, seconded by Bailey, to recommend to City Council to approve the repealer and replacement of the City of Grosse Pointe Woods, Wayne County, Zoning Ordinance and Zoning Map in its entirety, as presented.

Motion carried by the following vote:

YES: Bailey, Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O’Keefe, Vitale

NO: None

Absent: Fenton

The next item on the agenda was the **Façade Change Proposal: 19850 Mack Avenue**. Josie Modrack presented the Building Official Memo on behalf of Building Official Tutag. Applicant, Jason Krieger of Krieger Klatt Architects presented the proposed façade change before Commissioners. Also present was the owner of the building, Frank Arcori. Discussion ensued regarding the proposed materials used for the development. Also mentioned was that there would be a masonry dumpster enclosure, the meter area and street frontage would be maintained, tenants are still to-be-determined, rear of the building to be painted, and there is no proposed change to the building’s footprint.

**MOTION** by Vitale, seconded by McNelis, to approve the façade change proposal for 19850 Mack Avenue, incorporating the comments and stipulations by the Department of Public Works, Department of Public Safety, and Building Official, including there be screening of mechanical units, that the project begin within 6 months and take no longer than 1 year to complete, and encouraged the comments made by Planning Commissioners to enhance the rear entrance of the building also be considered.

Motion carried by the following vote:

YES: Bailey, Fuller, Gerhart, Gilezan, Hamborsky, McNelis, O’Keefe, Vitale

NO: None

Absent: Fenton



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

**DATE:** February 10, 2022  
**TO:** Planning Commission  
**FROM:** Gene Tutag, Building Official  
**SUBJECT:** Public Hearing, Chapter 50 of the Zoning Ordinance, Text and Map Amendment

---

The Planning Commission will hold a public hearing tonight to consider public comment regarding the repeal and replacement of Chapter 50 of the Grosse Pointe Woods Zoning Ordinance and Map in its entirety. The proposed amendment reorganizes the Zoning Ordinance into a user friendly, understandable format with colored graphics and links to key information.

Rod Arroyo of Giffels Webster will be making a presentation at the meeting and will be able to answer any questions the Commissioners may have.

Staff has reviewed the proposed amendment and Planning Commissioners were provided with a link to view the ordinance prior to tonight's meeting. We are requesting the Planning Commission adopt the attached resolution recommending the City Council that the Zoning Ordinance amendments be adopted as presented.

**Link to view Clearzone draft:**

<https://www.dropbox.com/s/vh6q0amtfku62c9/DRAFT%2001%2010%202022%20GPW%20CZ%20-%20Secured.pdf?dl=0>

## AFFIDAVIT OF LEGAL PUBLICATION

# Grosse Pointe News

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

COUNTY OF WAYNE  
STATE OF MICHIGAN, SS.

Melanie Mahoney

being duly sworn deposes and says that attached advertisement of

City of Grosse Pointe Woods

was duly published in accordance with instructions, in the GROSSE POINTE NEWS on the following date:

February 3, 2022

#3 GPW 2/3 ZONING ORD TEXT/MAP

and knows well the facts stated herein, and that she is the Administrative Assistant of said newspaper.

*Melanie Mahoney*

City of Grosse Pointe Woods, Michigan

## NOTICE OF PUBLIC HEARING ZONING ORDINANCE - TEXT AND MAP AMENDMENT

NOTICE IS HEREBY GIVEN that the City of Grosse Pointe Woods Planning Commission will hold a public hearing on Tuesday, February 22, 2022, at the Robert E. Novitke Municipal Center in the Council Chambers/Courtroom, 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236, at 7:00 p.m., local time, to consider public comment regarding the repeal and replacement of the City of Grosse Pointe Woods, Wayne County, Zoning Ordinance and Zoning Map in its entirety. The proposed text amendment reorganizes the Zoning Ordinance which enhances customer service and improves the accessibility and visual presentation of the Zoning Ordinance through digitalization, reformatting the code into user friendly, understandable format with color graphics, links to key information and searchable words and terms.

Copies of the proposed amendment are available for inspection at the office of the City Clerk, 20025 Mack Plaza, Grosse Pointe Woods, Michigan 48236, during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. A copy of the Ordinance may also be reviewed at the City's website at [www.gpwmf.us.com](http://www.gpwmf.us.com). Written comments concerning the proposed amendment may be submitted to the City Clerk by first class mail or in-person up to the meeting time.

This Notice is published pursuant to the requirements of Michigan Public Act 110 of 2006, as amended.

Paul P. Antolin  
Deputy City Clerk

G.P.N.: 2/3/2022

*Joseph A. Kuhn*  
JOSEPH A. KUHN  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF MACOMB  
My Comm. Exp. 08/05/2023  
Acting in the County of LIVING  
Date 2/2/22

Notary Public

