



**CITY OF GROSSE POINTE WOODS
MEMORANDUM**

DATE: August 4, 2022

TO: Mayor and City Council

CC: Shawn Murphy, Treasurer/Comptroller

FROM: Frank Schulte, City Administrator FS.

SUBJECT: SMART Municipal and Community Credits Contract for FY 2023

Attached is the *FY-2023 Municipal Credit and Community Credit Contract* between SMART and the City, which runs July 1, 2022 through June 30, 2023. The contract outlines that the city will receive \$15,428 in Municipal Credits and \$28,380 in Community Credits.

The *Projected FY-2023 Operating Budget* (Exhibit B) outlining how funds will be expended is as follows:

OPERATING EXPENSES	
Administrative Fee	\$2,500
Driver Wages	\$3,000
Gasoline & Lubricants	\$4,000
Vehicle Insurance	\$583
Other – Transfer to PAATS	\$24,625
Charter Service	\$7,000
Capital Purchases	\$2,100
Total	\$43,808
REVENUES	
Municipal Credit Funds	\$15,428
Community Credit Funds	\$28,380
Total Revenue	\$43,358

RECEIVED

AUG 04 2022

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

I recommend approval authorizing the Mayor to sign the *SMART Municipal and Community Credit Contract for FY-2023*.

Attachments

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY 2023

I, Arthur W. Bryant, as the Mayor of the City of Grosse Pointe Woods (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2022 through June 20, 2023 (Section 1 below), and **Community Credits** available for the period July 1, 2022 to June 20, 2023 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$15,428** in **Municipal Credit** funds as follows:

- | | | |
|-----|--|---------------------------------|
| (a) | Transfer to _____
<small>TRANSFEREED COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ <u>7,000</u> |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Services Purchased from Subcontractor
<u>PAATS</u>
<small>(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)</small> | At the cost of: \$ <u>8,428</u> |

Total \$15,428

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2025; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$28,380** in **Community Credit** funds available as follows:

- | | | |
|-----|--|----------------------------------|
| (a) | Transfer to _____
<small>TRANSFEREED COMMUNITY</small> | Funding of: \$ _____ |
| (b) | Van/Bus Operations
(Including Charter and Taxi services) | At the cost of: \$ <u>10,083</u> |
| (c) | Services Purchased from SMART
(Including Tickets, Shuttle Services/Dial-a-Ride) | At the cost of: \$ _____ |
| (d) | Capital Purchases | At the cost of: \$ <u>2,100</u> |

(e) Services Purchased from Subcontractor At the cost of: \$ 16,197
PAATS
 (NAME OF SUBCONTRACTOR)
 (See attached Subcontractor Service Agreement)

Total \$28,380

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2023, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2026; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY
 FOR REGIONAL TRANSPORTATION**

CITY OF GROSSE POINTE WOODS

 Signature

 Printed Name

 Title

 Date

 Signature

Arthur W. Bryant

 Printed Name

Mayor

 Title

 Date

EXHIBIT A

Project Descriptions

Van Operations

Recreational and cultural activities are provided to Grosse Pointe Woods residents and non-residents through a charter bus service. Travel accommodations are provided for individuals with special needs. The charter bus service program travels to destinations within Wayne, Oakland, Macomb, St. Clair and Monroe counties.

Service Times: Reservations: 8:30 am – 5:00 pm, Monday through Friday (313.343.2408). Trip times vary according to the event scheduled.

Eligible User Groups: Grosse Pointe Woods residents and non-residents of any age.

Fare Structure: Program participants pay a trip fare that includes the cost of transportation.

Service Mode: The level of service is subject to availability based upon a first come, first served basis. Buses used in the program may transport up to 55 passengers. Wheelchair lift equipped buses are provided upon request when sufficient notice is given.

Bus Service

Utilized for smaller various city events. Additionally, utilized to pick-up/drop-off residents and their guests from various sites throughout the city and transport them to various destinations within the City of Grosse Pointe Woods and Lake Front Park.

Service Times:

- Summer: Mid-June through mid-July / 8:30 am – 4:30 pm
- 2022 Polar Express event: December 1, 2, 3, 4, 5, 9, 10, 11, 12, 16 and 17.
- Various city events as needed

Eligibility Criteria: Residents and non-resident guests of any age.

Fare Structure: Program participants do not pay a trip fare for the summer bus transportation; however, there is a \$10.00 fee for anyone one over the age of one for Polar Express.

Service Mode: The level of service is subject to availability based upon a first come, first served basis and passengers are picked up at designated stops (see attached flyer). The bus can transport up to 24 passengers and is lift equipped.

Capital Improvement – Software When residents and non-residents are interested in participating in a trip, RecPro software is used to assign people to trips, print out rosters, send out itineraries, as well as to create weekly, monthly, and annual reports.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: GROSSE POINTE WOODS

Contract Period: July 1, 2022 – June 30, 2023

Account Number: 48117

OPERATING EXPENSES:

Administrative Fee: <i>(All employees other than drivers and dispatchers)</i> (10% max. of MC & CC funds)	\$2,500	
Driver Wages	\$3,000	
Fringe Benefits		
Gasoline & Lubricants	\$4,000	
Vehicle Insurance	\$ 583	
Parts, Maintenance Supplies		
Mechanic Wages		
Fringe Benefits		
Dispatch Wages		
Other (Specify)		
Sub-Total (Operating Expenses)		\$10,083

PURCHASED SERVICE:

Taxi Service		
Charter Service	\$7,000	
SMART Bus Tickets		
SMART Shuttle Service		
SMART Dial-A-Ride		
Other (Specify) Transfer to PAATS	\$24,625	
Sub-Total (Purchased Service)		\$31,625

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment		
Software	\$2,100	
Vehicle		
Maintenance Equipment		
Other (Specify)		
Sub-Total (Capital Equipment)		\$2,100

TOTAL EXPENSES **Operating**
Expenses, Purchased Service, and
Capital Equipment:

\$43,808

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$15,428
Community Credit Funds	\$28,380
Specialized Services Funds	
General Funds	
Farebox Revenue	
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

TOTAL REVENUE: 43,808

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

MC & CC Contract for FY 2023

City/Agency Name: City of Grosse Pointe Woods

Primary Contact Person Name: Frank Schulte

Title: City Administrator

Office Telephone Number: 313.343.2450

Cell Phone Number: 313.806.2509

Fax Number: 313.343.2658

Email Address: fschulte@gpwmi.us

Street Address, City, Zip Code: 20025 Mack Plaza Drive, Grosse Pointe Woods MI 48236

Secondary Contact Person Name: Susan Como

Title: Assistant City Administrator

Office Telephone Number: 313.343.2445

Cell Phone Number: 586.242.2782

Fax Number: 313.343.2658

Email Address: scomo@gpwmi.us

Street Address, City, Zip Code: 20025 Mack Plaza Drive, Grosse Pointe Woods, MI 48236

**Responsible for submitting quarterly reports.*

**Please indicate the staff person who sends the weekly and quarterly reports*

Susan Como

From: Hightower, Melissa <MHightower@smartbus.org>
Sent: Wednesday, June 29, 2022 3:55 PM
To: Susan Como
Cc: Lynda Attovilla
Subject: GROSSE POINTE WOODS FY'23 MCCC CONTRACT FOR YOU SIGNATURE
Attachments: GROSSE POINTE WOODS FY 23 MCCC Annual Agreement.pdf

Importance: High

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:

Hello Sue

Attached is City of GROSSE POINTE WOODS FY'23 MC & CC annual contract for your signature. You may notice that FY '23 Community Credit funding amounts have increased by 1.0330% and Municipal Credits may have increased or decreased based upon 2020 Census.

Please complete 1st page and indicate on 1(d) and 2(e) the amount to be transferred to PAATS and sign page 2. You may contact PAATS/Lynda for the completed exhibits A and B, EEOC and contact page that is reference in the attached contract. And also complete the exhibits, EEOC and contact information for you communities transit program.

Please email/scan the attached documents to me in pdf format for final execution.

As always, if you have any questions please contact me via email or by cell phone at 313-461-4519.

I hope all is well and enjoy your summer.

Be well and be safe...
Melissa V. Hightower
SMART Ombudsperson (Wayne, Monroe & Washtenaw Counties)
30000 Industrial Drive
Inkster, MI 48141
mhightower@smartbus.org
313-461-4519 (cell)