

1. Agenda

Documents: [06-03 13 AGENDA.PDF](#)

2. Packet

Documents: [06-03 13 PACKET.PDF](#)



INKSTER CITY COUNCIL AGENDA

June 3, 2013

26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

- 1 -

Mayor – Hilliard L. Hampton, II
Mayor Pro Tem – Marcus L. Hendricks, District II

Council Members:

Timothy Williams, District I
Lorenzo A. Moner, Jr., District III
Michael A. Canty, District IV
Kim Howard, District V
Dennard Shaw, District VI

FELICIA RUTLEDGE
CITY CLERK

MARK STULDREHER
INTERIM CITY MANAGER

DAVID JONES
CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order
2. Discussion
 - A. Recommendations for the City Manager position.
3. Presentations
4. Public Hearing
5. Review of Council Agenda
6. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
7. Adjournment

June 3, 2013

Regular City Council Agenda – 7:30 PM

1. Call Meeting to Order

A. Pledge of Allegiance- *** (will be led by Students of Hicks Elementary)

1. Erin Chandler-Sims, Hicks Elementary- (4th Grade)
2. Jermaine Rogers, Hicks Elementary - (3rd Grade)

B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

4. Public Hearing

5. Consent Agenda

A. May 20, 2013 Regular Council Meeting Minutes

Pg. 1

B. May 28, 2013 Special Meeting Minutes

Pg 5

C. Allen Brother's & Attorneys, PLLC Invoice. \$72,661.64

Pg. 7

6. Boards and Commissions

A. Update of current list of appointments to Boards & Commissions. **Pg. 12**

7. Previous Business

A. Discussion/Action: (Mark Stuhldreher) Consideration of a contract between Inkster Housing and the City of Inkster Police Department. **Pg. 19**

8. Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

9. New Business

- A. Discussion/Action: (Jerome Bivins) Consider authorizing DPS to have Unit # 322 (Jet Rodder) repaired by Jack Doheny Supplies for \$20,897.92, plus a 15% contingency (\$3,134.69) for a total of \$24,032.61. Budgeted funds are from account # 592-564-935-000 (Equipment Repair). **Pg. 29**
- B. Discussion/Action (Mark Stuhldreher) Consideration of an Intergovernmental Fire/Police Dispatch Service Agreement between Westland, Inkster, Wayne and Garden City, Michigan. **Pg. 36**

10. Public Participation

11. Mayor and Council Communication

12. City Clerk

13. City Manager

14. Closed Session - Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

15. Adjournment

Felicia Rutledge
City Clerk



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15. Adjournment

Felicia Rutledge
City Clerk

May 20 2013
Regular City Council Meeting – 7:30 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, May 20, 2013

Prior to the Regular Council Meeting: A presentation was made by Western Wayne Family Health Center.

Moved by Councilmember Mayor Pro Tem Hendricks, Seconded by Councilmember Canty that Council convenes into a Closed Executive Session at 6:43 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 7
 NAYS: 0
 ABSENT:

Moved by Councilmember Williams, Seconded by Councilmember Moner to adjourn the Closed Executive Session at 7:37 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Hampton called the meeting to order at 7:43 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Roll Call

Mayor Hampton	Present	Councilwoman Howard	Present
Councilman Moner	Present	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

Moved by Councilmember Shaw, Seconded by Councilmember Canty to approve the agenda.

Resolution 05-13-78R - Motion carried.

Presentations/Discussion

Public Hearings (N/A)

Consent Agenda

- A. May 6, 2013 Regular Council Meeting Minutes.
- B. Police and Fire Pension.

Moved by Councilmember Canty, Seconded by Mayor Pro-Tem Hendricks to approve the consent agenda.
Resolution 05-13-79R- Motion carried unanimously.

Boards and Commission

- A. Update of current list of appointments to Boards & Commissions

Moved by Councilmember Canty, Seconded by Councilmember Moner to appoint Dennis Winslow to the Tax Increment Finance Authority.
Resolution 05-13-80R- Motion carried unanimously.

Moved by Councilmember Moner, Seconded by Mayor Pro-Tem Hendricks to appoint Councilmember Canty to the Nankin Transit Authority.
Resolution 05-13-81R- Motion carried unanimously.

Previous Business

Ordinance(s)

New Business

- A. Discussion/Action: (Mark Stuhldreher) Consideration of the FY 2013-2014 Budget Appropriations Resolution.

Moved by Councilmember Moner, Seconded by Councilmember Williams
Resolution 05-13-82R – Motion failed.

Roll Call Vote

Councilmember Shaw	Nay	Councilmember Canty	Yes
Councilmember Williams	Nay	Councilmember Moner	Yes
Councilmember Howard	Nay	Mayor Hampton	Yes
Mayor Pro-Tem Hendricks	Nay		

Moved by Mayor Pro-Tem Hendricks, Seconded by _____
to reconsider the FY 2013-2014 Budget Appropriations Resolution.
Resolution 05-13-83R- Failed for lack of support.

Public Participation

- **Larry Bonereck**-Informed City Council of the consensus that was compiled about the worst cities in the United States. In addition he said that we need to keep the city Police Officers.
- **Willie Johnson**-Most people in the city do not have a business license. He said gas stations are selling items that they should not be selling.
- **Betty Schaffer**-Asked when his water bill will be adjusted.
- **Tracy Carl**-Just moved to the City of Inkster and a home across the street has animals living in the garage. She stated that her children can not play outside. In addition she said she has contacted the Code Enforcement Officer several times and this problem has not been resolved.
- **Gabe Henderson**-Stated the American Legion Bonner Post 285 will be having a program on May 27, 2013 (Memorial Day) at 12:00 p.m. and asked that men and women come out to support.
- **George Williams**-Stated that the City of Inkster Minister Alliance would like for three members of City Council to attend and support a leadership conference. In addition he does not support Police Officers going part-time with no benefits.
- **Arthur Hudgens**-Would like to open a rehab facility in the City of Inkster. In addition he asked for information regarding contractors with regards to properties on Annapolis and Middlebelt.

Mayor and Council Communications

- **Councilmember Howard**-Commented the City of Inkster has not seen a lot of revenue and would like to try and solicit a Meijer or Wal-Mart to locate in the city.
- **Mayor Pro-Hendricks**-Commented that the city is asking others to sacrifice and on the other hand give raises and add additional staff and he does not support that. In addition he thanked everyone who played a roll in the Spring Clean. He asked the administration to work on a Memorial Day Parade for 2014.
- **Councilman Moner**-Suggested that City Council cut their salaries by 50% in order to help supplement the items in the budget.
- **Mayor Hampton**-Thanked Toni Bailey for her efforts with the Spring Clean. He also thanked the CERT members and the senior community. He was also proud to announce that the oldest person in the United States, Jearlean Talley, resides in the City of Inkster and New Jerusalem Church will be having a program to honor her at 11:00 a.m. on the 26th of May. In addition, he offered congratulations to the new NAACP officers.

City Clerk

- No comments.

City Manager

- No comments

Closed Session

Adjournment

There being no further business to come before Council, on motion duly made by Council Member Moner, Seconded by Councilmember Howard and carried, the Regular Council meeting of May 20, 2013 was adjourned at 9:40 p.m.



Felicia Rutledge, City Clerk
City of Inkster

May 28th 2013**Special City Council Meeting – 7:00 PM**

The special meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Tuesday, May 28th, 2013

Call Meeting to Order

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

Roll Call

Mayor Hampton	Present	Councilwoman Howard	Present
Councilman Moner	Present	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Public Participation

No public participation.

New Business

- A. Consideration of the FY 2013-2014 Budget Appropriations Resolution.

Moved by Councilmember Canty, Seconded by Councilmember Moner to approve the FY 2013-2014 Budget Appropriations Resolution. Resolution 05-13-84SP-Motion Failed.

Roll Call Vote:

Councilmember Canty	Yes	Councilmember Shaw	Nay
Councilmember Moner	Yes	Councilmember Williams	Nay
Mayor Hampton	Yes	Councilmember Howard	Nay
		Mayor Pro-Tem Hendricks	Nay

- B. City Manager Positions.

There was a unanimous consensus to recommend the top five or six candidates for the City Manager position at the June 3, 2013 work session.

Mayor and Council Communications

City Manager

Adjournment

There being no further business to come before Council, on motion duly made by Council Member Moner, Seconded by Councilmember Canty and carried, the Special Council meeting of May 28th, 2013 was adjourned at 8:50 p.m.



Felicia Rutledge, City Clerk
City of Inkster

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 220
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

Page: 1
05/29/2013
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees	Expenses
Flat fee/City Attorney work	\$ 6,000.00	\$ 0.00
Municipal Legal Services	\$ 907.50	\$ 95.02
Labor	\$ 6,360.25	\$1,189.16
Litigation	\$15,835.25	\$ 743.59

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 220
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster MI 48141

Attn: Mark Stuhldreher

Account No:

Page: 1
05/29/2013
1897M

Payments received after 05/29/2013 are not included on this statement.

Previous Balance	Fees	Expenses	Payments	Balance
1897-001 Flat Fee/City Attorney 11,983.30	6,000.00	0.00	-5,979.50	\$12,003.80
1897-006 Diaz v. Hampton, et al. 100.00	0.00	0.00	-100.00	\$0.00
1897-008 Kevin Holton v. City of Inkster, et al. 0.00	50.00	0.00	0.00	\$50.00
1897-009 Charleston v. City of Inkster 37.50	0.00	0.00	0.00	\$37.50
1897-013 Nicholas Diedo v. Lt. Jeffrey Twardzik, et al. 25.00	0.00	0.00	-25.00	\$0.00
1897-017 Kevin Dokes v. 22nd District Court, et al 62.50	0.00	0.00	-62.50	\$0.00
1897-020 Robert Brown v. City of Inkster 62.50	0.00	0.00	0.00	\$62.50
1897-029 Kevin Smith v. City of Inkster #2 0.00	87.50	0.00	0.00	\$87.50
1897-031 General 0.00	0.00	0.00	0.00	\$0.00
1897-034 T.C. Spann Bible Institute v. City of Inkster 0.00	87.50	0.00	0.00	\$87.50
1897-038 Hon. Sylvia James v. City of Inkster, et al. 225.00	187.50	0.00	-200.00	\$212.50

Previous Balance	Fees	Expenses	Payments	Balance
1897-039 Pamela Anderson v. City of Inkster 842.50	212.50	0.00	-525.00	\$530.00
1897-044 Ann Capela v. Inkster (Whistleblower Claim) 15,114.03	3,500.00	22.09	-6,175.00	\$12,461.12
1897-045 Cherryhill Limited Dividened Housing v. Inkster 1,054.42	500.00	0.00	-975.00	\$579.42
1897-046 Dennis Watkins v. City of Inkster, et al. 10,440.10	925.00	21.63	-4,550.50	\$6,836.23
1897-048 2012-2013 AFSCME Contract Negotiations 225.00	0.00	0.46	-225.00	\$0.46
1897-050 Lawrence M. Garner v. City of Inkster 250.00	0.00	0.00	0.00	\$250.00
1897-051 EEO Complaint - Gina Triplett 825.00	162.50	0.00	-725.00	\$262.50
1897-054 MAPE Implementation of Health Benefits 137.50	62.50	8.24	0.00	\$208.24
1897-055 Milton Spokojny v. Hilliard Hampton, et al. 575.00	362.50	0.00	-62.50	\$875.00
1897-058 Stephens v. Twardzik 5,575.73	950.00	575.03	-3,425.00	\$3,675.76
1897-061 Consolidation Issues 100.00	25.00	0.00	-25.00	\$100.00
1897-063 Pamela Anderson v. 22nd District, et al. 187.50	12.50	0.00	-187.50	\$12.50
1897-064 M. Greene v. 22nd District, et al. 1,005.72	150.00	0.00	-362.50	\$793.22
1897-067 General Labor/Personnel 1,987.50	1,662.50	0.00	-1,987.50	\$1,662.50
1897-070 IAFF Insurance Opt-Out Payment 3,318.75	3,081.25	0.00	-2,506.25	\$3,893.75
1897-071 Robert Swamba v. City of Inkster 1,491.52	250.00	0.00	-1,287.50	\$454.02
1897-072 Awilda Falkner v. City of Inkster 300.00	25.00	0.00	-100.00	\$225.00

Previous Balance	Fees	Expenses	Payments	Balance
1897-073 IAFF Bonus Day/Time Banks Grievance 2,237.50	100.00	1,180.00	-1,987.50	\$1,530.00
1897-074 Diedo (2) 1,936.09	187.50	16.48	-287.50	\$1,852.57
1897-076 COAM Grievances 12-103 & 12-104 537.50	0.00	0.00	-125.00	\$412.50
1897-078 Teamster Arbitration - Gun/Equipment Allowance 125.00	0.00	0.00	-93.75	\$31.25
1897-079 Timothy Flake v. Inkster PD 316.76	0.00	0.00	-312.50	\$4.26
1897-081 Kevin Smith v. City of Inkster #3 3,531.25	2,718.75	0.00	-1,387.50	\$4,862.50
1897-083 Terrance D. Trahey v. City of Inkster and SLC 7,427.74	3,955.50	81.26	-2,376.00	\$9,088.50
1897-084 2013 Collective Bargaining - AFSCME 2,214.46	945.00	0.00	-249.75	\$2,909.71
1897-085 2013 Collective Bargaining - Teamsters 141.75	756.00	0.00	-27.00	\$870.75
1897-086 2013 Collective Bargaining - COAM 148.50	688.50	0.00	-108.00	\$729.00
1897-087 2013 Collective Bargaining - IAFF 675.00	94.50	0.00	-27.00	\$742.50
1897-088 29043 Avondale Eviction 0.00	148.50	50.02	0.00	\$198.52
1897-089 3857 Walnut Eviction 0.00	121.50	45.00	0.00	\$166.50
1897-090 442356 Muzaffar Lakhani v. City of Inkster 918.00	607.50	0.46	0.00	\$1,525.96
1897-091 Randazzo & Snow v. Inkster 1,863.00	351.00	27.10	0.00	\$2,241.10
1897-092 Garner v. Inkster - WCCC CZ case 0.00	135.00	0.00	0.00	\$135.00
<u>77,998.62</u>	<u>29,103.00</u>	<u>2,027.77</u>	<u>-36,467.75</u>	<u>\$72,661.64</u>

A finance charge will be assessed on all accounts
past due 30 days.

Payments are due 10 days from 05/29/2013.

Please make checks payable to: Allen Brothers, PLLC
Kindly include statement number with payment.

Please contact our Billing Department at (313) 962-7777
with any questions regarding this statement.

Thank you!

CITY OF INKSTER

Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE]

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term	9 Members	Ordinances: 414,457 & 508
Ronald Wolkowicz, Director		Tenure
Denise Champagne, Project Dir.		Tenure
- (Ex-Officio Member)		
Rochelle Wells		Exp. 08/20/14
April Walton		Exp. 01/18/15
Audrey Jean Searcy		Exp. 06/02/14
Doris Horne		Exp. 09/07/14
Theola Jones		Exp. 11/15/14
Henry Wade		Exp. 03/07/15
Dorothy M. Moore		Exp. 11/15/15
Nellene Moore		Exp. 08/16/14
Dorothy Gardner		Exp. 06/16/14
Chuck Coleman		Exp. 04/04/15
Gabe Henderson		Exp. 04/04/15

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment	3 Members	Charter Provision and State Law
Alfreda Robinson		Clerk of the Board – Non Voting
Gloria Brown		Exp. 12/31/14
Ned Sanders (Alternate)		Exp. 05/02/14
Dante Williams		Exp. 03/19/14
Celeste McDuffie		Exp. 03/19/14

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term	
Toni Bailey	Exp. 04/26/14
Enoch Jackson	Exp. 04/26/14
Joe Burton	Exp. 04/26/14
Rev. George Williams (T)	Exp. 04/26/14
Eunice Williams (C)	Exp. 04/26/14
Wyanetta Motley (S)	Exp. 04/16/14
Horace Jordan	Exp. 04/26/14
Larry Motley (C)	Exp. 04/26/14
Dorothy McClendon	Exp. 05/14*
Dr. Evelyn Clark	Exp. 05/14*
Tommie Jones	Exp. 05/14*
Cephus Thomas	Exp. 04/26/14
Clareese Jordan	Exp. 11/13
LaShawn Westbrook	Exp. 05/14*
Blinda Jones	Exp. 05/14*
Robert Broadnax	Exp. 05/07/14
Minnie Johnson	Exp. 05/14*
Alana Glover	Exp. 05/07/14
Gabe Henderson	Exp. 05/7/14
Shera Johnson	Exp. 05/14*
Demetrius Dalton	Exp. 05/21/14
Henry Wade	Exp. 05/14*

June 3, 2013

BEAUTIFICATION COMMITTEE (continued)

John W. Gee, Jr.	Exp. 05/14*
Tania James	Exp. 05/14*
Khalisha Nathan	Exp. 05/21/14
Toya Ellis	Exp. 05/14*
Princella Ellis	Exp. 05/21/14
Theresa Lindsey	Exp. 05/21/14
Norma Taylor	Exp. 05/21/14
Alto Baker	Exp. 05/14*
Kent Hudson	Exp. 05/14*
Donna Towns	Exp. 06/04/14
Elcfern M. Lotman	Exp. 06/14*
Epson Johnson	Exp. 06/14*
Patricia Morgan	Exp. 06/14*
LeVania Henderson	Exp. 06/18/14

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
Hersey Bryant, (C)
Horace Wells

Exp. 12/31/05
Exp. 12/31/00
Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official

Exp. 11/16/12

Danny Van Schoiack Dist. 1

Exp. 12/01/11

Vacant Dist. 2

Vacant Dist. 3

Alfreda Flowers Dist. 4

Exp. 06/04/15

Vacant Dist. 5

Lewis Gregory (C) Dist. 6

Exp. 01/04/13

George Celler Mayoral

Exp. 03/16/12

Carmon Mitchell At-Large

Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]

4 Year Term

4 Members

State Law

Deborah Owens (Dem)

Exp. 12/31/15

Gloria Brown (Dem)

Exp. 06/04/16

Courtney Owens (Dem)

Exp. 06/04/16

Eugene Brazeal (Rep)

Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden

Exp. 6/18/15

Vacant - (Employee Representative)

James White

Exp. 12/04/11

- (Commission Appointment)

June 3, 2013

CONSTRUCTION BOARD OF APPEALS/DANGEROUS BUILDING BOARD

[MEETINGS: As required]

3 Year Term

3 Members

Ordinance

Theola Jones

Exp. 04/14

Henry Wade

Exp. 05/11

- (Licensed Plumber)

Kenyatta Mason

Exp. 11/12

- (Licensed Electrician)

Marcus Hendricks – Temporary Alternative

- (Licensed Electrician)

Muzaffar Lakhani – Building Inspector

- (Licensed Engineer/Inspector)

Yuri Mayorchak

Exp. 11/13

George A. Chatman

David Stevens

DOWNTOWN DEVELOPMENT AUTHORITY

[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]

4 Year Term

12 Members

State Law and Ordinances 687 and 741

Hilliard L. Hampton, II

Vacant

Tenure

Lewis Gregory (Treasurer)

Exp. 01/18/14

Eugene Brazeal

Exp. 09/20/14

Tom Costello (VC)

Exp. 07/20/13

Stephanie Taylor (C)

Exp. 10/06/12

Cheryl Brown

Exp. 11/03/12

Andrea Parson

Exp. 07/19/14

Winston Wade (Secretary)

Exp. 08/01/15

Vacant

Exp. 12/17/16

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)

[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]

6 Year Term

11 Members

State Law and Ordinances 517 and 570

Hilliard L. Hampton, II

Bishop Walter Starghill, Jr.

Vacant

Exp. 06/07/16

Cheryl Stinson

Exp. 06/07/16

Deborah Walker

Exp. 06/07/16

Mary Weislo

Exp. 06/07/16

Cassandra Leonard

Exp. 03/07/17

Herbert Johnson

Exp. 06/07/16

Dennis Weislo

Exp. 06/07/16

Vacant

EXP. 06/07/19

ELECTRICAL EXAMINING BOARD

Indefinite Terms

4 Members

State Law and Ordinance 616

Walter Bays (Elec. Cont.)

Andrew Hughes (Adm. Official)

Carlton Trouteaud (Rep. of Detroit Edison)

June 3, 2013

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]
5 Year Term

6 Members

State Law and Ordinance 99

Tony Love, Director & Secretary
William Acklin
Ernest Hendricks
James Orr
Ernestine Williams
Delphine Oden

Tenure
Exp. 03/17
Exp. 03/13
Exp. 11/13
Exp. 03/13
Exp. 08/14

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]
2 Year Term

7 Members

State Law and Ordinance 196

Vacant Dist. 1
Vacant Dist. 2
Vacant Dist. 3
Vacant Dist. 4
Vacant Dist. 5
Michael Wells Dist. 6
Vacant

Exp. 12/20/12

LIBRARY BOARD

4 year term

Michael Wells
Sandra Markwart
Dorothy Gardner
Dosys Thompson
LaDon Gibbs
Paulette Dye

Exp. 2015
Exp. 2015
Exp. 2015
Exp. 2015
Exp. 2015
Exp. 2015

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]
2 Year Term

7 Members

Ordinance: 603

Vacant Dist. 1
Curtistine Barge Dist. 2
Vacant Dist. 3
Vacant Dist. 4
Vacant Dist. 5
Vacant Dist. 6
Vacant Mayoral

Exp. 12/05/13

LOCAL OFFICERS COMPENSATION COMMISSION

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]
7 Year Term

7 Members

State Law and Ordinance 409

Theodore Mimms
Eugene Thompson (VC)
Dorothy Gardner
Darwin Howard
William Howard
Cheryl Stinson
Vacant

Exp. 11/19/14
Exp. 11/19/14
Exp. 11/19/14
Exp. 12/15/14
Exp. 11/03/15
Exp. 02/02/16

June 3, 2013

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]
2 Year Term

2 Year Term

9 Members

Ordinances: 493 & 551

Sandra French	Dist. 1	Exp. 04/30/14
Shirley Miller	Dist. 2	Exp. 03/25/14
Shelby Johnson	Dist. 3	Exp. 01/03/14
Vernell Massey	Dist. 4	Exp. 11/04/14
Gloria Mitchell	Dist. 5	Exp. 07/18/13
James Richardson IV	Dist. 6	Exp. 01/03/14
Tonia Williams	Mayoral	Exp. 04/04/13
Sheila Garland	Mayoral	Exp. 05/21/14
Norma McDaniel	Council	Exp. 12/20/14

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Vacant	Dist. 1	Exp. 12/05/13
Vacant	Dist. 2	
Cory Wells	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayor	

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 7:30 p.m., City Council Chambers]

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks	Tenure
Hilliard L. Hampton, II	Tenure
Darryl Davis (City appointee) (Vice Chairman)	Exp. 10/15
Robert Thomas (Secretary)	Exp. 10/15
Emmereal Wells	Exp. 01/15
James Garrett	Exp. 02/14
Edward Manier	Exp. 06/13
Sam Brown (Chairman)	Exp. 10/14
Vacant	

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES
(MEETINGS: First Thursday of each month)

[MEETINGS: First Thursday of each month at 6:00 p.m., Fire Station]

2 Year Term

5 Members

Charter

Jean Overman	Mayoral	Exp. 10/14
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard L. Hampton II	Council	Exp. 12/14
Charles Hines	(Pension Board Appt)	Exp. 12/12

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Shaw	App. 02/04/13
Mayor Pro-Tem Hendricks	App. 02/18/13
Dennis Welslo	App. 02/18/13

June 3, 2013

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 7:30 P.M., City Council Chambers]

3 Year Term

7 Members

State Law and Ordinance 277

Vacant	Dist. 1	
Vacant	Dist. 2	
James Cross (VC)	Dist. 3	Exp. 11/02/12
Roosevelt Stubbs	Dist. 4	Exp. 05/16/14
Vanola Williams	Dist. 5	Exp. 08/20/11
Norma McDaniel (S)	Dist. 6	Exp. 10/19/15
Lawrence Chastang PC Rep. (C)		Exp. 08/15/12

Nankin Transit

[Meetings: Third Thursday of each month at 5:30 p.m., Westland City Hall]

Michael Canty, Council Appointee

Exp. Tenure

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]
 6 Year Term 13 Members Resolution 85-8-331

Hilliard L. Hampton, II	Tenure
Ron Wolkowicz	Tenure
Bishop Walter L. Starghill, Jr.	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Cheryl Stinson	Exp. 06/07/16
Dennis Weislow	Exp. 06/07/19
Cassandra Leonard	Exp. 06/07/16
Mary Weislow	Exp. 06/07/16

TIFA WORKING COMMITTEE FOR THE JUSTICE CENTER

5 Members

Bishop Walter L. Starghill	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Cheryl Stinson	Exp. 06/07/16
Vacant	

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]
 Terms 1, 2 and 3 years Up to 9 members Resolution 02-9-458

Timothy Williams, City Council Representative	Tenure
Ron Wolkowicz, City Manager	Tenure
Mark Stuhldreher, Treasurer	Tenure
Mark Lloyd, Community Development Director (VC)	Tenure
Tonia C. Williams (C)	Exp. 6/27/14
Dorothy Gardner	Exp. 10/05/15

CARVER HOMES DISTRICT CITIZENS COUNCIL- *Inactive*

[MEETINGS: Third Thursday of each month at 6:30 P.M., St. Clements Manor]

Velma Hammons
 Daniel Henderson
 Willie Johnson
 Bessie Jones
 Melodie Jones
 Clara Gray-Joiner
 Geneva Lyles
 Norma McDaniel
 Ramona Rogers
 Antonio Shaw
 Jacqueline Treadway
 Rita Watson
 Barbara Whatley
 Julius Williams
 Glaynda Wright
 Chris Yatooma

NOTES:

 Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: City Council

Date: May 29, 2013

From: Mark Stuhldreher, Interim CM/Treasurer

Date for Council Consideration: June 3, 2013

ACTION REQUESTED: Renewal of contract between the Inkster Housing Commission and the City of Inkster to provide for two (2) police officers, with reimbursement up to \$125,000 to be paid to the City of

Current Action _____ Emergency _____ Future _____

Funds Budgeted: If Yes X Account # 101-305-508-000(Revenue Acct) No _____ N/A _____

Treasurer's Approval Mark Stuhldreher

BACKGROUND INFORMATION

The City of Inkster has historically provided the Inkster Housing Commission with two police officers to provide enhanced police services in public housing in accordance with the Contract for Supplemental Police Services. The contract provides for the assignment of two police officers and Inkster Housing Commission reimbursing the City of Inkster up to \$125,000 during the contractual period of 12 months.

SCOPE OF SERVICES

Two police officers will conduct special police patrol coverage in public housing per the provisions of the attached contract. The services are in addition to the "base line services". Examples of such services include screening of new tenant applications, background checks on new employees, monthly meetings with resident leadership and management representatives, and enforcement of certain specific Housing Commission rules and regulations as outlined in the Agreement.

PROJECT OR IMPROVEMENT TASKS

Create a drug and crime free environment for the residents of Inkster Public Housing and improve the image of the City.

Which of the Five (5) Council Goals does this request meet?

Note to Department Heads: You may indicate anywhere from one to all five goals, if applicable.

1. Enhance Public Safety & Strengthen the Police Department
2. Improve and promote the image of Inkster

COSTS

The cost of two fully loaded police officers is \$156,573. After accounting for the reimbursement of \$125,000, our net cost for the two officers is reduced to \$31,573. Since the agreement covers services above base line service delivery, it would be expected that the City of Inkster would incur costs associated with the base line delivery of service.

PROJECT TIME TABLE

The effective date of this agreement is January 1, 2013.

RESOLUTION

Renewal of the Agreement between the Inkster Housing Commission and the City of Inkster to provide enhanced police services in public housing in accordance with the Contract for Supplemental Police Services.

Resolved by _____

Seconded by _____

Yes: _____

No: _____

Absent: _____

**INKSTER HOUSING COMMISSION
CONTRACT FOR PROVISION
OF SUPPLEMENTAL POLICE SERVICES**

**AGREEMENT BETWEEN THE INKSTER HOUSING COMMISSION AND
THE CITY OF INKSTER**

This Contract, effective the **First** day of **January 2013** between the **Inkster Housing Commission**, (hereinafter called the "**Commission**") and the **City of Inkster**, hereinafter called the "**City**") is for the provision of specific police services associated with the Commission's Security Programs.

WHEREAS, the Commission desires to contract with the City for additional police services to create a drug-and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Commission locations,

NOW THEREFORE, the Commission and the City agree as follows:

**ARTICLE I
Scope of Services**

SECTION ONE: SERVICES PROVIDED BY THE CITY

The City agrees that the services rendered by the Assigned Personnel under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article IV, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

- A. The City, by and through its police department, will provide a minimum of (2) police officers to perform specialized patrols to enforce state, local laws and the Commission Rules specified in this Contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department's chain of command and under police department rules, regulations and standard operating procedures.

ARTICLE I (Continued)

SERVICES PROVIDED BY THE CITY (Continued)

- B. The City agrees to assign police officers to targeted areas during specific periods of time identified by the Commission and agreed upon by the City as high crime or high workload (directed patrol), such as 3:00 p.m. to 3:00 a.m. and flex shifts as requested by the Commission seven days a week in the public housing community areas, to maintain a police patrol presence.
- C. The City agrees that the police department will employ a community policing concept and will assist screening new applicants and enhancing crime prevention programs in the public housing communities. In-addition the City will provide background checks to the Commission for new employees as a part of the Commission's pre-employment requirements.
- D. The City agrees to collect and provide workload data in public housing developments.
- E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witnesses in the Commission's administrative grievance procedures, civil dispossessionary hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest or guests of a resident or household member.
- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate police department Patrol Commander or Supervisor will meet with resident leadership and management representatives of the Commission on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least monthly.
- G. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract.
- H. The Police Department shall designate a command officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Commission or that, officials designate.
- I. The City will at all times provide supervision, control, and direction of work activities and assignments of police personnel. This includes disciplinary actions, if necessary. It is expressly understood that the Police Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the City's property while on the Commission's property.

SECTION TWO: SERVICES PROVIDED BY THE COMMISSION

- A. The Commission will provide training to the residents and the Assigned Personnel with workshops on community policing and crime prevention issues associated with public housing. This shall include, but not limited to, training in the following:
 - 1. Crime prevention and security responsibilities;
 - 2. Community organization/mobilization against the cause of and precursors to crime;
 - 3. Drug awareness and control;
 - 4. Orientation and familiarization with the public housing communities for the assigned officers, and
 - 5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.
- B. The Commission shall provide a quarterly assessment of the results achieved, as measure against the performance objectives specified in the Plan of Operations listed in Article IV of the Contract.
- C. The Commission will provide the City with the applicable housing commission rules and documentation to comply with this Contract.

ARTICLE II Enforcement of Rules and Regulations

- A. The City, through its police officers, is hereby empowered to enforce the following Commission rules and regulations:
 - 1. Unauthorized visitors in unoccupied structures of the Commission shall be removed.
 - 2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Commission property shall be removed.
 - 3. Unauthorized visitors destroying, defacing or removing Commission Property shall be removed and/or criminal enforcement actions shall be taken.

With regard to the foregoing rules and regulations, the City's police officers are hereby authorized to give criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The City, through its police officers, is hereby empowered to enforce the following Commission rules or regulations:

1. The resident agrees to park his or her car in parking spaces provided by the Commission or on city streets and further agrees not to drive a car or truck onto or over the ground of the Development.
2. Resident agrees to remove abandoned cars from property within 2 days from notification date.

With regard to the foregoing rules or regulations, the City's police officers are hereby authorized to remove any and all vehicles found parked in violation of said rules or regulations, pursuant to established City procedure for impounding vehicles.

- C. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III

Communications, Reporting and Evaluation

A. Communications

1. Access to Information

The City agrees that the Commission will have unrestricted access to all public information, which in any way deals with criminal activity in any of the developments. Upon request, it is further agreed that the City Police Department will provide to the Commission copies of such incidents, reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the City Policy Department on a regular basis in accordance with specific procedures that have been or will be established.

Existing procedures should be included as an Addendum to this Contract.

B. Reporting

1. Forms

The City agrees to provide the Commission with copies of all incidents that occur on Commission grounds. The City further agrees to provide the Commission with reports of criminal activities that do not occur on Commission grounds, if the City is aware that residents are involved in the criminal activity.

2. Media Coordination

The Police Department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Commission property, *preferable before the media is informed*, or as soon as possible.

C. Evaluation

The City and the Commission agree that any evaluation shall include:

1. Hours worked by police officers for:
 - a. Foot patrol
 - b. Bicycle patrol
 - c. Motorized patrol
 - d. Other (tactical)
2. Response times to targeted communities by City-paid officers and Commission-paid officers by Priority I (emergency), Priority II (non-emergency) and Priority III (if utilized).
3. Arrests (to include drug violations)
4. Vehicles towed
5. Positive contacts
6. Referrals
7. Trespassers removed
8. All UCR or NIBRS Reports
9. Calls for service
10. Weapons seized
11. Property stolen/recovered
12. Community feedback

It is further agreed that the City will provide comparable crime information for the City as a whole to facilitate the evaluation to include what proportion of activities City-wide occur on Commission property.

ARTICLE IV Plan of Operations

- A. The City shall continue its detailed plan of operations for use in eliminating drug-related crime and provide crime data to the Housing Commission on a regular basis. The purpose of the plan is to specify the manner and method of performance by which each of the services identified is to be administered.

The plan of operations will minimally specify the following:

1. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
 2. Staffing levels;
 3. Responsibilities of key personnel;
 4. Organization and resources, to include personnel, equipment, in-kind support, etc;
 5. Hours of operation, to encompass schedules of major tasks, activities and;
 6. Community interface to evidence and methodology by which resident involvement will be gained and maintained during the term of this Contract.
- B. The plan of operations will be administrated by the Housing Officers from the date of execution of this Contract by both parties, if any changes are made to the current contract agreement. It is understood that the Commission may request reasonable modification to the initial plan of operations, as it deems appropriate. The Commission must approve the plan in order for payments to continue.
- C. If during the term of the Contract, if either party desires to amend the scope of the plan of operations, either party may request such an amendment via written notification. The Executive Director of the Commission and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE V Term of Contract

The term of this Contract shall be for 12 months beginning January 1, 2013.

ARTICLE VI

Compensation to the City

- A. The Commission shall reimburse the total sum of wages and fringe benefits of the two officers not to exceed **\$125,000** for the contractual period. Monthly reimbursement payments will be made to the City of Inkster upon receipt of performance of the proposed services and evidence of authorized expenditures.
- B. The City shall provide the following documentation in requesting reimbursement:
 - 1. Copies of Payroll Time Reports documenting names, employee identification, hours worked in public housing development, supervisory approval of the report. Prior approval by the Executive Director with an explanation of the necessity for any overtime to be performed in public housing must documented in writing by the Commission and provided to the housing officers' supervisor
- C. All requests for reimbursement are subject to the approval of the Executive Director, or that official's designee and the Commission shall thereafter make payment of the approved amount within thirty (30) days of receipt of the request for reimbursement.

ARTICLE VII

Termination

- A. The Commission may terminate this Contract upon thirty (30) days written notice to the City of Inkster. Such notice shall be delivered by Certified Mail, Return Receipt Requested, to the address specified in Article VIII.
- B. The City may terminate this Contract upon the provision of thirty (30) days written Notice to the Commission. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in Article VIII.

ARTICLE VIII

Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States

Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Tony L. Love
Executive Director
Inkster Housing Commission
4500 Inkster Road
Inkster, Michigan 48141

City: Interim Chief Hilton Napoleon
Inkster Police Department
City of Inkster
27301 South River Park Drive
Inkster, Michigan 48141

ARTICLE IX Construction of Laws

This Contract is made and entered into in the City of Inkster. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

ARTICLE X
Entire Contract

The Contract shall consist of the following component parts.

- (a) This Contract,
- (b) Any subsequent addendums agreed to by both parties.

CITY OF INKSTER

BY: _____
Interim Chief Hilton Napoleon
Inkster Police Department

Date

ATTEST: _____

INKSTER HOUSING COMMISSION

BY: _____
Tony L. Love
Executive Director

3/28/13
Date

ATTEST: _____

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager Date: May 21, 2013

From: Jerome Bivins, DPS Deputy Director **Date for Council Consideration: June 3, 2013**

ACTION REQUESTED: Consider authorizing DPS to have Unit # 322 Vactor (Jet Rodder), repaired by Jack Doheny Supplies for \$20, 897.92, plus a 15% contingency (\$3,134.69) for a total of \$24,032.61 Budgeted funds from account # 592-564-935-000(Equipment repair)

Current Action X Emergency Future

Funds Budgeted: If Yes X Account # 111 2 No 2 N/A

Treasurer's Approval 592-564-935-000 *Mr. Kutt*

BACKGROUND:

BACKGROUND:
The Vactor (Jet Rodder) was purchased from Jack Doheny in 2001 for the Department of Public Service in an effort to upgrade our sewer-cleaning program. The Vactor (Jet Rodder) has maintained performing at optimum levels for 10 years with routine maintenance at regular intervals. It is expected that repairing the unit as indicated should provide another several years of operational use. Jack Doheny is the sole source to perform major repairs on the Vactor and is therefore recommended to receive the repair order. A favorable response to this request will assure the Vactor is returned to service expediently during the summer when we are cleaning storm drains and sewers citywide.

SCOPE OF SERVICES:

SCOPE OF SERVICES:
To provide parts and labor to repair pump seals, suspension beams, left rear spring and brakes.

JUSTIFICATION:

JUSTIFICATION:
To permit the DPS to continue to provide a sewer cleaning program and storm drain cleaning program citywide.

PROJECT IMPROVEMENTS:

Which of the Five (5) Council Goals does this request meet?

1. Improve and promote the image of Inkster

COSTS:

COSTS:
\$20,897.92 plus a 15% contingency (\$3,134.69), for a total of \$ 24,032.61

PROJECT TIME TABLE:

PROJECT TIME TABLE:
Two week after receipt of unit and notice to proceed

RESOLUTION:

Authorization is hereby given to DPS to have Unit # 322 Vactor (Jet Rodder), be repaired by Jack Doheny Supplies for \$20, 897.92, plus a 15% contingency (\$3,134.69) for a total of \$24,032.61. Budgeted funds from account # 592-564-935-000 (Equipment repair).

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Utility Meeting Schedule
Wednesday, May 22, 2013

Mark Stuhldreher – 21268
June LaBrecque – 21704 or 21264

Mark

5:00pm	Metro Detroit Prop.-Mark Hutter (2 nd conf.)	26126 Kitch	734.469.4607
5:30pm	Mildred Gabbert (2 nd Conf.)	725 Magnolia	
6:00pm	Leroy Pendergrass	26235 Florence	313.561.3778
6:45pm	Shannon Hall	28525 Glenwood	313.736.8975

June

5:00pm	Angela Simpson	626 Patterson	734.673.1449
5:30pm	Lodena Wells	29445 Andover	313.926.7376
6:00pm	Robert Kincannon	2378 Springhill	313.673.9311
6:30pm	Lashon Powell	29202 Hazelwood	734.377.3742
7:00pm	Leonora Clark	29204 Palmer	313.544.6112

Torie

4:00pm	Linda Wilson	26837 Kitch	313.573.8423
4:30pm	Norman Johnson	29460 Annapolis	734.678.1351
5:00pm	Pam Dalton	26920 Carlisle	248.894.4185
5:30pm	Maura Richmond	29115 Barrington	734.537.0444
5:45pm	Derrick Hills	26666 Monticello	248.605.1894

05/14/2013 08:09pm
 Will
 Jerome
 313 274 5774

JDS

2483494478

#905

Page 01/02

Jack Doherty Supplies, Inc.
 777 Doherty Court
 P.O. Box 509
 Northville, MI 48167
 Phone 248-349-0904
 Fax 248-349-2774

Customer
 INKS001

W O R K O R D E R
 ** QUOTE **

Document Pg
 W40670 1

5/14/13 7:22

Sold To
 CITY OF INKSTER
 26215 TROWBRIDGE ST
 INKSTER MI 48141 1800

Ship To
 CITY OF INKSTER
 26215 TROWBRIDGE ST
 INKSTER MI 48141 1800

313-563-9781

313-563-9781

FOB JDS NORTHVILLE MI FACILITY

Br Trk Make	Model	Serial	Equipment	Meter	Sle	Customer P.O.
001	VA 2115J	01-09V-7895	322	1.711	DS	08-188

Order Ship	Description	Each	Amount
------------	-------------	------	--------

Ordered 5/13/13

QUOTE IS FOR REPAIRS NEEDED TO CUSTOMERS 2001 VACTOR.
 UNITS RODDER PUMP SEALS ARE WORN OUT.
 NOTE THE ACTUAL REBUILDING OF THE RODDER ITSELF WILL NOT
 EXCEED 7500.00

2	2	2 VA 293840	08B06 *	543.90	1,087.80
		CHECK VALVE 3			
2	2	2 VA 29385	08B06 *	388.29	776.58
		CHECK VALVE - 2			
2	2	2 VA 62048	08B05 *	302.29	604.58
		*SEE NOTES HI PRESS			
1	1	1 VA 62180R	31E03 *	7,500.00	7,500.00
		MODIFIED RODDER PUMP			

A CORE CHARGE MUST BE BILLED TO THE CUSTOMER
 WHEN THEY PURCHASE A REBUILT RODDER PUMP

CONTINUED

Jack Doheny Supplies, Inc.
 777 Doheny Court
 P.O. Box 809
 Northville, MI 48167
 Phone 248-349-0904
 Fax 248-349-2774

Customer
 INK0001

WORK ORDER
 ** QUOTE **

Document
 W40670

Pg
 2

5/14/13

1:22

Sold to
 CITY OF INKSTER
 26215 TROWBRIDGE ST
 INKSTER MI 48141 1800

Ship to
 CITY OF INKSTER
 26215 TROWBRIDGE ST
 INKSTER MI 48141 1800

313-563-9781

313-563-9781

FOB JDS NORTHVILLE MI FACILITY

Br	Trk	Make	Model	Serial	Equipment	Meter	Slc	Customer	P.O.
001	VA	2115J	01-09V-7895	322	1.711	DS	08-196		

Ordr	Ship	Description	Each	Amount
8	8	8 22 AW68		
		HYDRAULIC OIL	OIL *	12.30
		TOTAL PARTS		98.40
				10,067.36
18.00		LABOR		
		SHOP SUPPLIES	97.50	1,755.00
				175.50
		MICHIGAN MUNICIPAL TAX EXEMPT		N/C

VISIT OUR WEBSITE @ www.dohenysupplies.com
 WE APPRECIATE YOUR BUSINESS

*By End of Week
 if OK is given
 5-15-13*

Total 11,997.36

Authorized Signature

Date

Pulled By

Checked By

ATTN
Will
313-274-5774

10/2013 02:24am

JDS

2483494478

#929

Page 01/03

Jack Doheny Supplies, Inc.
777 Doheny Court
P.O. Box 609
Northville, MI 48167
Phone 248-349-0904
Fax 248-349-2774

Customer
INKS001

WORK ORDER
** QUOTE **

Document
W40701

Pg
1

5/15/13

13:51

Sold To
CITY OF INKSTER
26215 TROWBRIDGE ST
INKSTER MI 48141 1800

Ship To
CITY OF INKSTER
26215 TROWBRIDGE ST
INKSTER MI 48141 1800

313-563-9781

313-563-9781
FOB JDS NORTHVILLE MI FACILITY

FOB JDS NORTHVILLE MI FACILITY							
Br Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer P.O.
001	VA	2115J	01-09V-7895	322	1,711	DS	08-188
Ordr	Ship	Description			Each	Amount	
QUOTE IS FOR ADDITIONAL					Ordered	5/14/13	

QUOTE IS FOR ADITTIONAL REPAIRS NEEDED TO UNIT 322. UNITS
WALKING OR REAR SUSPENSION BEAMS ARE WORN OUT BADLY.
UNITS LEFT REAR SPRING IS BROKEN. BRAKES FEEL VERY WEAK.

4	4	ZZ 16792X				
	DRUM					
4	4	4 ZZ 3030LS-PHD	*	219.90	879.60	
	30/30 LONG STROKE					
2	2	ZZ 50-291	55005 *	95.00	380.00	
	SPRING					
2	2	ZZ BKF120400GR5	*	659.00	1,318.00	
			*	14.00	28.00	
CONTINUED						

Jack Doheny Supplies, Inc.
777 Doheny Court
P.O. Box 609
Northville, MI 48167
Phone 248-349-0904
Fax 248-349-2774

Customer
INKS001

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CITY OF INKSTER
26215 TROWBRIDGE ST
INKSTER MI 48141 1800

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CITY OF INKSTER
26215 TROWBRIDGE ST
INKSTER MI 48141 1800

313-563-9781

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FOB JDS NORTHVILLE MI FACILITY

Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
001	VA	2115J	01-09V-7896	322		1,711	DS	08-188	
Ordr	Ship	Description				Each	Amount		

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Total 8,900.56

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Date

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Jack Doheny Supplies, Inc.
 777 Doheny Court
 P.O. Box 609
 Northville, MI 48167
 Phone 248-349-0904
 Fax 248-349-2774

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Br	Trk	Make	Model	Serial	Equipment	Meter	Sls	Customer	P.O.
001	VA	2115J		01-09V-7895	322	1,711	DS	08-188	

Ordr	Ship	Description	Each	Amount
		PIN LOCK ASSY, HNDK		
8	8	ZZ HV884707QR	*	40.41
		QPLUS SHOE		323.28
2	2	ZZ M4754A	*	118.08
		BOLT KIT, TANDEM		236.16
2	2	ZZ M5240	53J07 *	31.00
		SHACKLE PIN		62.00
2	2	ZZ MHS80	*	16.53
		REBOUND BOLT W SPACE		33.06
4	4	4 ZZ QK-1HD	55E05 *	18.24
		BRAKE KIT		72.96
2	2	ZZ WB52	*	1,175.00
		WALKING BEAM		2,350.00
		TOTAL PARTS		5,683.06
30.00		LABOR		97.50
		SHOP SUPPLIES		2,925.00
				292.50
		MICHIGAN MUNICIPAL TAX EXEMPT		N/C

CONTINUED

REQUEST FOR COUNCIL ACTION

To: City Council

Date: May 29, 2013

From: Stuhldreher, Interim CM/Treasurer

Date for Council's Consideration: June 2, 2013

ACTION REQUESTED: Adoption of an Intergovernmental Fire/Police Dispatch Service Agreement Between the Cities of Westland, Inkster, Wayne and Garden City, Michigan

Current Action _____ Emergency _____ Future _____

Funds Budgeted: If Yes ☒ Account #101-301-801.000 _____ No ☐ N/A ☐

Treasurer's Approval Mark Stuhldreher

BACKGROUND:

Currently, the City of Inkster receives emergency dispatch services from the City of Westland. This arrangement has been in place for a number of years. This recommended Agreement continues this relationship but adds the cities of Wayne and Garden City. It is expected that this arrangement will reduce overall long term costs without reducing quality or level of service.

SCOPE OF SERVICES:

All existing dispatch services currently provided by the City of Westland will continue at the same level as are currently being provided. A "Dispatch Council" comprised of the Police Chiefs and Fire Chiefs from each respective city that is party to this Agreement will meet at least annually to review and study policy and operational issues related to dispatch services and to make recommendations to the Westland Police Chief.

JUSTIFICATION:

The adoption of this Intergovernmental Agreement will allow for the continuation of Police and Fire dispatch services to be provided to the citizens of Inkster. With multiple cities participating, it is expected that long term cost will stabilize. This will also set the stage for additional opportunities for other mutual service agreements among the municipalities.

PROJECT IMPROVEMENTS:

Which of the Five (5) Council Goals does this request meet?

1. Enhance Public Safety & Strengthen the Police/Fire Department

2. Develop a plan to address the City's current debt and legacy costs

COSTS:

The annual service charge for the first year is \$552,279. This will be adjusted annually up or down depending on changes in collective bargaining agreements plus up to a 3% increase per fiscal year for other expenses.

PROJECTED TIME TABLE:

The effective date of this Agreement is the date that the last of the four cities adopts a Resolution approving the Agreement. The initial term of this Agreement is two years. Thereafter, the Agreement will remain in effect for each year unless a municipality gives written notice of withdrawal as provided for in the Agreement.

RESOLUTION:

Authorization is hereby given to enter into the Intergovernmental Fire/Police Dispatch Service Agreement Between the Cities of Westland, Inkster, Wayne and Garden City.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**INTERGOVERNMENTAL FIRE/POLICE DISPATCH SERVICE AGREEMENT
BETWEEN THE CITIES OF WESTLAND, INKSTER, WAYNE AND GARDEN CITY,
MICHIGAN**

THIS AGREEMENT, is made and effective July 1, 2013, by and between the City of Westland, a Michigan Municipal Corporation, whose address is 36601 Ford Road, Westland, Michigan 48185 ("Westland" herein), the City of Inkster, a Michigan Municipal Corporation, whose address is 26215 Trowbridge, Inkster, Michigan 48141 ("Inkster" herein) the City of Wayne, a Michigan Municipal Corporation whose address is 3355 S. Wayne Road, Wayne, Michigan 48184 ("Wayne" herein), and the City of Garden City, A Michigan Municipal Corporation whose address is 6000 Middlebelt, Garden City, Michigan 48135 ("Garden City" herein).

WHEREAS, Westland, Inkster, Wayne and Garden City (jointly "the Parties" herein) are municipal corporations, formed and existing under Charters granted pursuant to the Home Rule Cities Act of the State of Michigan; and,

WHEREAS, the Parties share common corporate boundaries in an area of Western Wayne County, and share a common need for the provision of police and fire protection for persons and property located within their cities; and,

WHEREAS, the parties currently maintain and provide dispatch services for the purpose of dispatching fire/police personnel along with related vehicles and apparatus to citizens, residents, businesses and the general public within their respective municipalities hereinafter referred to as "dispatch services"; and,

WHEREAS, the Parties previously entered into an Interlocal Agreement along with the City of Dearborn Heights, which provided for the purchase, maintenance and operation of an 800 MHz digital communication system; and,

WHEREAS, the Parties have determined that their dispatch services can be best, more efficiently and effectively provided by a coordinated dispatch service by the Westland Police Department; and,

WHEREAS, the Parties aspire through the coordinated of dispatch services to reduce over the long term the costs associated with providing dispatch services without reducing the quality or level of the service; and,

WHEREAS, Inkster, Wayne and Garden City are desirous of contracting with Westland to provide fire/police dispatch services for their cities; and,

WHEREAS, Westland is agreeable to provide fire/police and related emergency dispatch services for the Parties on the terms and conditions hereinafter set forth; and,

WHEREAS, Public Act 8 of the Public Acts of 1967, Extra Session, as amended, grants the Parties the authority to enter into this Intergovernmental Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. General Agreement. Westland agrees to provide, through its Police Department, fire/police and related emergency dispatch services for the Parties to the extent and in the manner hereinafter set forth.

2. Definitions.

A. "Fiscal Year" and "Contract Year" both mean the twelve-month period, commencing July 1st and ending the following June 30th, during which dispatch services are to be provided to each municipality.

B. "City Council" means the legislative body in which the legislative powers of the Parties are vested.

C. "Dispatch Services" means those services provided through the use of personnel utilizing the police/fire communication system, related computerized systems, telephone and other communication equipment and apparatus located at the Westland Police Department for the purpose of dispatching fire/police personnel and any other City-related personnel, along with related vehicles and apparatus to citizens, residents, businesses and the general public to and within the municipalities of the Parties.

D. "Direct and Indirect Costs" shall mean those direct and indirect costs related to operation of dispatch incurred by Westland in providing the dispatch services as addressed in Section 5B of this Agreement.

E. "Dispatch Council" means the Police and Fire Chiefs of the Parties whose function shall be to review and study policy and operational issues related to the dispatch services provided under this Agreement, and referred to as the "Board" in this Agreement.

F. "Annual Service Charge" means the amounts set forth in Section 5A of this Agreement as may be amended by this Agreement.

G. "Capital Improvement Expense" means any amounts spent on capital expenditures or improvements as used in the normal course of municipal accounting.

3. Level of Dispatch Service.

A. Except as may be otherwise hereinafter specifically set forth, or hereinafter modified by written amendment approved by resolutions adopted by the City Councils of all of the Parties, the level of fire/police and related emergency dispatch service to be provided by Westland to the Parties, through the facilities and personnel of the Police Department, shall be at the same level for each of the Parties, so that the citizens, residents, businesses and general public of the respective municipalities, taken as a whole, receive the same level of dispatch services as

being currently provided by each municipality as of the effective date of this Agreement.

B. The parties agree to undertake the performance of dispatching services with an initial complement of 21 dispatchers, by utilizing the 15 dispatchers currently employed by Westland and up to 6 dispatchers currently employed by Wayne and Garden City. The parties acknowledge and understand that the compliment of dispatchers is subject to change contingent upon the consolidation or merger of departments.

C. Changes in the level of dispatch service may only be made in accordance with Section 4D of this Agreement.

4. Management Rights and Administrative Responsibility.

A. By entering into this Agreement, none of the parties waive, release or give up any of their powers, responsibilities, authorities and rights except as provided in this Agreement.

B. By entering into this Agreement, none of the parties waive, release or give up the right to rely on the defense of governmental immunity, as granted by law.

C. This Agreement shall not create any rights in third parties and the parties, by entering this Agreement, shall not create any third party beneficiary rights.

D. Westland through its Chief of Police, with input from the Dispatch Council, shall be solely responsible for planning, establishing, directing and controlling the policies, procedures, methods and programs related to dispatch services.

E. The policies, procedures, methods and programs related to the dispatch services will be formulated by the Westland Chief of Police or his designees, with input from the Dispatch Council, to provide the same level of efficient and effective dispatch services to the Parties and designed to provide for the prevention of crime, assist with the enforcement of laws and

apprehension of offenders, protection of life and property, preservation of peace and orderly conduct, deployment and dispatch of police and fire personnel, police cars, personnel for emergency fire suppression and medical services and related apparatus for all of the citizens, residents, businesses and the general public of the Parties. Nothing contained in this Agreement shall be construed so as to create any obligation on the part of Westland, except as may be provided for in this Agreement, to provide any other services on behalf of the parties except the dispatch services as covered by the terms and conditions mentioned in this Agreement.

F. Westland, through its Police Department, with input from the Dispatch Council to the Westland Chief of Police, shall provide and maintain a sufficient number of employees working in the capacity of dispatchers, sufficiently trained in the utilization and operation of the radio communication system utilized by the Westland Police Department during the term of this Agreement, and the broadcast and reception communication system related to emergency calls, the dispatching of patrol cars, police officers, fire apparatus and ambulances, fire and emergency medical personnel, and in the preparation and maintenance of radio logs and communication records and other related documents pertaining to the dispatch services being performed and provided under this Agreement.

G. For the purpose of performing its obligations hereunder, subject to the financial responsibility of Inkster, Wayne and Garden City to reimburse Westland under the provisions of Section 5 of this Agreement, Westland shall furnish and supply all necessary labor, supervision, equipment, apparatus, facilities, furniture, furnishings, utilities and supplies necessary to maintain the level of service to be performed and provided under this Agreement.

H. The performance of the dispatch service, the standards of performance, the hiring, supervision, discipline of employees, and other matters incident to the performance of such services, and the control of personnel employed in connection with the dispatch services shall remain with Westland.

I. This Agreement shall not act to diminish the obligation of Inkster, Wayne, and Garden City to supply emergency assistance to another municipality with which they may be a participant by way of a mutual assistance agreement under Act No. 236, P.A. 1967, and where those obligations exist, Westland will provide dispatch when and where necessary.

5. Payment for Indirect and Direct Costs.

A. The parties shall pay to Westland for dispatch operations (Annual Service Charge) the following amounts:

City	Service Charge
Westland	\$694,228
Inkster	\$552,279
Garden City	\$331,305
Wayne	\$296,305

B. Increases to Annual Service Charge. The Annual Service Charge shall be changed in accordance with Collective Bargaining Agreement increases or decreases in wages and benefits, plus up to a 3% increase per fiscal year for other expenses. If an Annual Service Charge increase is expected to exceed the above approval of three out of four City Chief Administration officers is required. Any cost increase shall be applied to each City pro rata to their relative contribution identified above. The obligation of each city to pay its share of direct and indirect cost under this Agreement shall be individual to that city and nothing in this Agreement shall create any joint or severable obligations to perform or assume any other city's obligation under this Agreement.

C. The Annual Service Charge has both direct and indirect costs pertaining to the dispatch operation including, but are not limited to, the costs of payments incurred by Westland on account of dispatchers for wages; salary; overtime; longevity; bonus; shift differential; vacation pay; holiday pay; uniforms; uniform allowance; cleaning allowance; specialized training; educational allowance; reimbursement for books and tuition; unemployment insurance; unemployment benefits; worker's compensation insurance; worker's compensation benefits; pension; retirement; medical, hospital, dental, optical, life, disability, sick/accident insurance; optical care, eyeglass replacement and eye examinations; physical examinations; FICA salary continuation benefits due to compensable on-the-job injuries as defined by the Michigan statute; benefits provided to retirees and/or their spouses or children; costs of defense, attorney fees and damages awarded arising out of any claim brought against Westland and/or a dispatcher for failing to perform or negligently performing dispatch duties and responsibilities; and the direct and indirect cost related to the purchase, repair, maintenance upgrade or replacement of equipment or apparatus located at the communication center at the Westland police station used or operated in the connection with the provision of dispatch services, such as CAD, In house/interface LEIN system, internet, computers, technology, centracom/E911 system for dispatch, Datamaxx (LEIN system), Court alarm system, weather warning alert system, fax machine, xerox, PC for paging fire/police/city hall personnel, dictaphone tape machine, shredder, printers attached to specific equipment, and other equipment that may be acquired at a later date. It is not intended that any of the direct or indirect costs associated with this Agreement shall be a duplicative of any cost associated with the communication system itself, other than the equipment utilized for dispatch services.

D. (1) Inkster, Wayne and Garden City shall pay their Annual Service Charge to Westland in twelve (12) equal monthly payments. Westland will invoice Inkster, Wayne and Garden City on a monthly basis for the upcoming month. Payments shall be due Westland on or before the fifteenth (15th) day of each month. Inkster, Wayne and Garden City shall be assessed a Service Charge on late payments and shall pay Westland a Service Charge on any payment or portion thereof not paid by the first day of the following month. The Service Charge will be assessed on the first day of each month thereafter on any balance, including previous Service Charges, remaining unpaid. The Service Charge will be computed based on the amount owed to Westland times a multiplier of 1.01, and shall be due and owing to Westland. The obligation of Inkster, Wayne and Garden City to pay Westland for the dispatch services shall commence at the time Westland commences providing actual dispatching services on behalf of the respective cities.

(2) If the cost of providing the dispatch services changes at any time, including the number of dispatch employees, Westland shall promptly notify Inkster, Wayne and Garden City of each such change in writing, and provide them with such supporting documentation as may be reasonably requested by Treasurer and/or City Manager of Inkster, Wayne and Garden City, and the modified cost shall be effective on the first calendar month next following the notice to Inkster, Wayne and Garden City.

(3) The parties agree that the costs as allocated in Section 5A have been calculated to include and cover Westland's overhead related to preparation and administration of payroll, benefits, insurance, pension, worker's compensation claims, grievances and the negotiation of collective bargaining agreements.

E. After the second year of this Agreement, immediately following the completion of Westland's annual audit, Westland shall submit to Inkster, Wayne and Garden City a copy of the audit, a detailed revenue and expense report, if not contained within the audit report, a

summary of the moneys paid by each city and owed by each city for the year being audited (including such amount as necessary to replenish the escrow amount for each city) and the amount of the balance of the payment owed by Inkster, Wayne or Garden City for the fiscal year audited and/or the amount of any overpayment for the year. Any amount owed to Westland shall be paid by Inkster, Wayne and Garden City to Westland within forty-five (45) days from the date of receipt of the above-mentioned information by the cities.

F. The Westland Police Chief shall prepare the budget for Dispatch Services, with input from the Dispatch Council, in accordance with past practice and as required by law. No later than the 1st of April each year, Westland shall submit to Inkster, Wayne and Garden City those portions of its proposed budget pertaining to the Annual Service Charge. The cities may submit any comments they may wish to make with respect to the proposed budget to the Mayor, City Council President and Police Chief of Westland within twenty (20) business days after its receipt of the information from Westland. Westland shall give the City's comments concerning the budget fair and due consideration; notwithstanding any comments from Inkster, Wayne or Garden City, and anything that may be contained in this Agreement to the contrary, Westland retains the sole discretion and authority to adopt its annual budget for the Police, for dispatch, and all other departments and operations of the City.

G. Any Capital Improvement Expense that is budgeted to cost each community at least \$20,000 in annual expenses, shall be presented by the Westland Police Chief to the four City Chief Administrative Officers for approval by three out of four. The communities shall pay all Capital Improvement Expenses on a pro rata share assessment.

6. Hiring of the Current dispatchers of Wayne and Garden City.

A. All persons employed in the performance of such services and functions pursuant to this Agreement for Wayne and Garden City shall be Westland employees, and no

person employed hereunder shall be entitled to or acquire any Wayne or Garden City pension rights in those pension systems or any Wayne or Garden City civil service rights in those civil service systems upon being hired by Westland.

B. Wayne and Garden City shall remain liable and be solely responsible for the payment of all sums due and owing its former dispatchers that they may have earned and/or accrued as of the effective date they are hired by Westland for salaries, wages, fringe benefits, including, but not limited to, insurance, worker's compensation, longevity, vacation, sick, holiday and personal leave, pension and retirement benefits, bonuses, etc. Wayne and Garden City shall pay each of their dispatch employees hired by Westland hereunder all wages, salaries and benefits they are entitled to and/or accrued under the Collective Bargaining Agreements in effect in Wayne and Garden City up to the date they are hired by Westland. Wayne and Garden City shall also be responsible for taking such action that may be necessary to maintain each such employee's eligibility to receive any pension and retirement benefits they may have earned or accrued with Wayne or Garden City up to the date they are hired by Westland until such time as the employee retires. Wayne and Garden City shall not be responsible for any liabilities for any retirement benefits, including, but not limited to, pension and retiree health care benefits, that accrue after the hiring by Westland.

C. Subject to the terms and conditions of this Agreement and the Collective Bargaining Agreement between Westland and the Police Officer's Association of Michigan, and its affiliate, Westland Police Officers Association, Westland, acting through its Police Chief, shall offer to hire up to 6 dispatchers currently performing dispatch functions for Wayne and Garden City to work as dispatchers in Westland similar to the capacity being held by them in the Wayne-Garden City dispatch center. A job offer to the Wayne/Garden City dispatchers shall not be construed as a guaranty of employment by Westland. It is expressly understood that the terms

and conditions contained in this Agreement relating to the hiring of the Wayne/Garden City dispatchers shall be controlling.

D. Westland shall forthwith deliver to each such Wayne/Garden City dispatch employee a copy of the Collective Bargaining Agreement mentioned above, along with general application forms for employment that are to be completed by all Wayne/Garden City dispatchers requesting employment with Westland. Westland shall make its Personnel Director available to any such Wayne/Garden City employees who wish to make inquiry concerning wages, hours, leave time, insurance and other benefits contained in the Bargaining Agreement, and, upon request, shall also make a member of the police department available concerning any inquiries that may be made related to working conditions, training, job performance, evaluation and City employment policies and practices. Each such employee who desires to accept employment with Westland shall notify the City in writing by providing to the Westland Personnel Director, 36601 Ford Road, Westland, Michigan 48185, with a completed general application for employment within ten (10) days after delivery to such employee of the Collective Bargaining Agreement and application form.

E. The status of the Wayne/Garden City employees hired by Westland shall be determined in the following manner:

(1) The classification of those employees hired by Westland hereunder shall be determined to be within the classification of "Dispatch" in accordance with Westland's Classification/Job Description for such positions and the Collective Bargaining Agreement applicable to such position.

(2) Except as is hereinafter provided, any of the up to 6 current Wayne/Garden City dispatchers hired by Westland shall be hired at the entry salary level and benefit level of Westland dispatchers, as provided in the Collective Bargaining Agreement mentioned, and

contingent upon their successful completion of Westland's Standard Hiring Practices and Procedures as are utilized for all newly hired Westland dispatchers, including, but not limited to, physical examinations, drug screens, and orientation concerning insurance benefits and City employment policies and practices. The dispatchers will not be required to take a pre-employment civil service test as a prerequisite to being hired by Westland.

(3) The seniority date for Wayne/Garden City dispatchers shall be their date of hire by Westland. In regard to the up to 6 Wayne/Garden City dispatchers, their respective dates of hire by these cities shall determine their seniority amongst themselves in the event that it is necessary to lay off a Wayne/Garden City dispatcher, in which case the layoff shall be made in conformity with the principle of seniority, i.e., the last one hired by Wayne/Garden City being the first one laid off, and the first one laid off being the last one recalled. In the event that Westland hires any additional dispatchers subsequent to the date of hire of the Wayne/Garden City dispatchers, then such new hires shall have a later seniority date than the Wayne/Garden City dispatchers. Article 23.2 of the Collective Bargaining Agreement between Westland and the Westland Police Officers Association shall be applicable to any layoff of any Wayne/Garden City dispatchers.

(4) All Wayne/Garden City dispatchers hired by Westland shall be required to serve a six-month training and evaluation period. The training shall be provided by Westland, at its expense. During this six-month period, the Wayne/Garden City dispatchers shall be required to meet Westland's expectations regarding the ability of the dispatchers to perform the job. During the six-month training and evaluation period, a Wayne/Garden City dispatcher may only be terminated if the Wayne/Garden City dispatcher, more likely than not, failed to meet Westland's expectations regarding their ability to perform the job. In the event that a Wayne/Garden City dispatcher is terminated by Westland during the six-month training period

and evaluation period, then the affected employee shall have the right to arbitrate the termination decision, under the above standard, pursuant to the Labor Arbitration Rules of the American Arbitration Association. Following the six-month training and evaluation period, the Wayne/Garden City dispatchers shall have all the rights and benefits that are applicable to said dispatchers pursuant to the terms and conditions of the Collective Bargaining Agreement between Westland and the Westland Police Officers Association of Michigan, and this Agreement.

(5) The Westland and Garden City Dispatchers hired by Westland shall be treated as newly hired employees by Westland. Except as required by law, no pension service from Wayne or Garden City shall be carried forward. There shall be no entitlement to retiree health care from Wayne or Garden City as a result of these employees' employment with Westland. Any later agreement by Westland to allow service credit, seniority, or other form of benefits based upon service with Wayne or Garden City shall be excluded from any obligation or costs attributable to Wayne or Garden City under this Agreement, and shall be the sole financial responsibility of Westland, beyond payment of Annual Service Charge.

7. Transition Period and Commencement of Dispatching Services.

Upon execution of this Agreement by the parties, there shall be a transition period for the mutual exchange of identifier, technical and geographical information and other related matters. Westland shall notify Inkster, Wayne and Garden City in writing at the time the inputting of the technical, identifier and geographical information is completed. Within seven (7) days of such notice, Westland shall complete the hiring process related to the hiring of the Wayne/Garden City dispatchers, and shall notify these cities in writing when it has completed the hiring. At that time, Westland shall commence the actual dispatching services on behalf of Inkster, Wayne and Garden City as provided for in this Agreement.

8. Procedure Concerning Policy and Operational Issues.

A. There is hereby created a Board to be known as the "Dispatch Council", hereinafter referred to as the "Board", whose members shall be the Police Chiefs and Fire Chiefs of Westland, Inkster, Wayne and Garden City or their designees.

B. The Board shall meet annually or more often should the need arise for a special meeting to review and study policy and operational issues related to the dispatch services provided under this Agreement, and to make recommendations to the Westland Chief of Police of practical, expeditious and equitable methods and measures for resolution of such issues. The Board shall be chaired by the Westland Police Chief.

C. At the request of one of the Police Chiefs, the Police Chiefs or their designees shall meet within three (3) business days to discuss policy and operational issues affecting the dispatch services being provided under this Agreement. In the event the Police Chiefs are unable to resolve an issue, either Chief may call for a Special Meeting of the Board.

D. In the event an issue cannot be resolved by the Police Chiefs or by the Board, then the issue will be decided by Westland's Police Chief, and such decision shall be final.

9. Maintenance of Records and Documents.

A. Westland shall maintain a complete set of accounting and personnel records for the dispatchers employed by Westland under this Agreement, of sufficient detail to meet the provisions of this Agreement and the interests of both municipalities. These records shall be open to inspection by the Parties at any time during Westland's regular business hours upon receipt of a written notice at least three (3) days prior requesting inspection.

B. Westland shall maintain copies of all reports, correspondence and documents which it produces in its normal course of business pertaining to the dispatch operation, services and employees related thereto, which shall, at the written request of one of the Parties' Chiefs of

Police, be provided to the Chief or his designee. The recipient of such reports, correspondence and documents shall treat them in the same manner that they are treated by Westland, and those documents which are confidential and marked as such, shall be treated in a confidential manner in accordance with Westland's instructions. The Parties shall not be required to keep any report, correspondence or document confidential if it is to be utilized by them to contest the accuracy of any sum being charged by Westland regarding the dispatch services being provided, unless otherwise required to remain confidential as may be provided by applicable state or federal statute.

C. Westland shall provide the other cities, upon request, copies of all radio logs and communication records pertaining to the dispatch services being performed under this Agreement, including an annual fiscal year summary and monthly breakdown as to all calls for service made or transmitted via the communications system for each municipality.

10. Modification, Duration and Termination of this Agreement.

A. This Agreement is contingent on the approval of Resolutions adopted by the City Councils of Westland, Inkster, Wayne and Garden City.

B. This Agreement may be modified at any time by approval of concurrent resolutions by the City Councils of Westland, Inkster, Wayne and Garden City, adopted in the accordance with the Michigan Open Meetings Act, No. 267, P.A. 1967.

C. This Agreement shall continue in effect without the right to withdraw until midnight of June 30, 2015. Thereafter, the Agreement shall continue in effect on a July 1 through June 30, calendar year basis, unless a municipality gives written notice of its withdrawal through Resolution adopted by its City Council to the other City's on or before December 31, in which event the withdrawing city may withdraw from this Agreement at midnight June 30th following the year in which the notice was given. In the event that Westland withdraws from this agreement

in this manner, this agreement will be terminated on said June 30th following the year in which the notice was given.

D. Notwithstanding anything that may be contained in this Agreement to the contrary, Westland shall have the right, at its sole option, to cease performing dispatch services for a city involved herein upon Resolution adopted by the Westland City Council in the event (1) the City is in default of any of its financial responsibilities to Westland as provided for in this Agreement, (2) the default has continued for a period of at least thirty (30) continuous days, and (3) the City has failed to fully cure its default within ten (10) days after receipt of written notice of default from Westland's Police Chief and Finance Director.

11. Adoption. This Interlocal Fire-Police Dispatch Service Agreement shall be adopted by the concurrent approval of Resolutions of the City Councils of Westland, Inkster, Wayne and Garden City, and shall become effective on the date the last of the four cities adopts a Resolution approving the Agreement.

12. Survival of Financial Obligation. The withdrawal of a city from this agreement or the termination of this Agreement shall not act to diminish, reduce or relieve any city from any financial obligation to Westland which was incurred, owed or accrued while the Agreement was in effect. It is expressly understood and agreed that such financial obligations shall survive the expiration of the Agreement.

13. The Dispatch agreement between the Cities of Westland and Inkster which was entered into in 2000 shall terminate upon the approval of this agreement, except that the City of Inkster shall remain responsible and liable for any financial obligation to Westland which was incurred, owed or accrued while the 2000 agreement was in effect.

CITY OF WESTLAND
a Michigan municipal corporation,

By: _____
William R. Wild, Mayor

By: _____
Eileen DeHart, City Clerk

CITY OF WAYNE
a Michigan municipal corporation,

By: _____
Abdul Haidous, Mayor

By: _____
Matthew Miller, City Clerk

CITY OF INKSTER
a Michigan municipal corporation,

By: _____
Hilliard Hampton, Mayor

By: _____
Felicia Rutledge, City Clerk

CITY OF GARDEN CITY
a Michigan municipal corporation,

By: _____
Randy Walker, Mayor

By: _____
Allyson Bettis, City Clerk

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