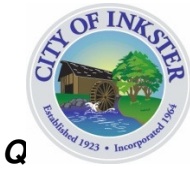


1. Agenda

Documents: [11-04 13 AGENDA.PDF](#)

2. Packet

Documents: [11-04 13 PACKET.PDF](#)



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

RICHARD MARSH
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. Agenda
3. Presentations
4. Public Hearing
5. Public Participation (limit to 3 minutes)
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

November 4, 2013
Regular City Council Agenda – 7:30 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

4. Public Hearing

5. Consent Agenda

- A. October 21, 2013 Regular Council Meeting Minutes.
- B. Allen Brothers & Attorneys, PLLC. Invoice \$11,324.25.

Pg. 1

Pg. 5

6. Boards and Commissions

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

Pg. 6

7. Previous Business

8. Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)

9. New Business

- A. Discussion/Action: (Mark Lloyd) Consider adopting a resolution for the City of Inkster to authorize a SAW Grant Agreement based on MDEQ requirements provided in the revised SAW Grant application dated October 8, 2013. All work to acquire grant will be done in accordance to the previously adopted City Council resolution 08-13-126R at no cost to the City.

Pg. 13

- B. Discussion/Action: (Mark Lloyd) Consider approval of First Amendment to the Wayne County NSP 3 (Neighborhood Stabilization Program) Sub-recipient Agreement between the Charter County of Wayne and Wayne Metropolitan Community Action Agency to reduce funding from \$515,000 to \$370,000.

Pg. 75

- C. Discussion/Action: (Mark Stuhldreher) Consider approval of an Inter-local Agreement between the Cities of Inkster, Wayne and Westland for sharing of Fire Chief Services.

Pg. 80

- D. Discussion/Action: (Mark Stuhldreher) Consider approval of a Resolution to approve the Member Subscriber Agreement between the city and the Michigan Public Safety Communication System into the MPSCS; and to approve the dissolution of the Western Wayne Joint 800 MHZ Association.

Pg. 85

- E. Discussion/Action: (Mark Stuhldreher) Consider the FY2014 budget amendments for the General Fund and the Garbage/Rubbish Fund.

Pg. 89

- F. Discussion/Action: (Jerome Bivins) Consider authorizing DPS to purchase a Power Washer from NAPA Auto Parts for \$2,759.00. Funds to be budgeted from 101-441-933-000 (Equipment Maintenance)

Pg. 109

- G. Discussion/Action: (Denise Champagne) Consider approval of transferring the City of Inkster's Municipal (\$24,966) and Community Credits (\$34,139) from SMART to Nankin Transit Commission to continue operation of the senior and disabled transportation services currently provided under the Inter-Local agreement for FY2014 (July 1, 2013- June 30, 2014).

Pg. 117

- H. Discussion/Action: (Richard Marsh) Consider awarding Johnston Lithograph, Inc., for the printing of 8,000 City of Inkster calendars for the year 2014, in the amount of \$4,440.00 based upon quotes received for this project. This request is to also authorize a contingency amount of no more than \$500.00 if any necessary related composition or design work may be needed. Funding from calendar account #101-172-9000-000 (Printing and Advertising).

Pg. 122

10. Public Participation (limit to 3 minutes)

11. Mayor and Council Communication

12. City Clerk

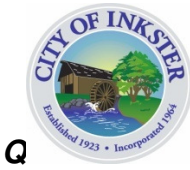
13. City Manager

14. Closed Session

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15 . Adjournment

Felicia Rutledge
City Clerk



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

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FELICIA RUTLEDGE
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November 4, 2013
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- A. Pledge of Allegiance
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Pg. 122

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12. City Clerk

13. City Manager

14. Closed Session

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15 . Adjournment

Felicia Rutledge
City Clerk

October 21, 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, October 21, 2013

Prior to the Regular Council Meeting: The City Council agenda was discussed.

Moved by Councilmember Canty, Seconded by Councilmember Williams 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: 5

NAYS: 0

ABSENT: 2 (Hampton, Moner)

Moved by Councilmember Canty, Seconded by Councilmember Howard to adjourn the Closed Executive Session at 7:19 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Pro-Tem Hendricks called the meeting to order at 7:35 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	Absent	Councilwoman Howard	Present
Councilman Moner	Absent	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

Moved by Councilmember Canty, Seconded by Councilmember Williams to approve the amended agenda with added item "Public Participation".
Resolution 10-13-153R - Motion carried.

Presentations/Discussion

- A. Y.E.S Organization-
- B. DTE Energy- Patricia Tubbs
- C. Inkster CERT- Toni Bailey and Tammy Warren

Public Hearings (N/A)

Consent Agenda

- A. October 7, 2013 Regular City Council Meeting Minutes.

Moved by Councilmember Canty, Seconded by Councilmember Howard to approve the consent agenda.

Resolution 10-13-154R-Motion unanimously.

Absent: (Hampton, Moner)

Boards and Commission

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

Previous Business

Ordinance(s)

New Business

- A. Discussion/Action (Mark Lloyd): Consider authorizing the commencement of celebrating the City's 50th anniversary and preparation of various celebratory events in recognition thereof.

Moved by Councilmember Canty, Seconded by Councilmember Williams to prepare various celebratory events for the City of Inkster's 50th Anniversary.

Resolution 10-13-155R-Motion carried unanimously.

Absent: (Hampton, Moner)

Public Participation

- **Aaron Sims**-State he is seeking the support of the City of Inkster to restore the old Malcolm X home. They would like to formally prepare a proposal seeking a donation of the home from the city.
- **Juanita Davis**-Asked for clarification about the Home Improvement grant. Additionally she asked about the Inkster Public School Grant. Stated that moles and ground hogs were eating up her grass.
- **Ernestine Williams**-Representing the Top Ladies of Distinction. She is seeking the support of the City of Inkster and its residents to help with a coat drive for adults and children in need of coats. She would like to leave a box at City Hall, Fire Station and Police Station for donors to leave unwanted gently used coats, scarves, hats and socks.
- **Karen Lee**-Asked if the current fire vehicles could be sold to get the grant for the new fire truck. Furthermore she asked are the Police cars still being washed in other cities.

- **Gabe Henderson**-Thanked everyone who came out in support of the Goodfellows Pancake Breakfast. He asked about the dust on Michigan Ave. in the morning hours down by the cement company and how that could be rectified.
- **Larry Bonarek**-Stated the Y.E. S. program is essential to the city to help youth find their way. He said the city should appropriate money back to youth programs. Additionally, he stated that the turn lane between Michigan and John Daly was a very poor job. He inquired about opening city hall between 11:30 a.m. and 1:00 p.m.
- **Zara Nasir**- Stated the Inkster Task Force would be meeting Thursday October 24, 2013 at 10:00 a.m. and Senior Forum would be held at 11:00 a.m. immediately following both at the Inkster Recreation Complex. Additionally she provided other event dates with a print left with the City Clerk.
- **Willie Johnson**-Thanked the City Manager for getting items taken care of that he mentioned. He said there are too many abandoned houses in the city. He stated that the Police Department is doing a good job and asked about the K-9 unit. Furthermore, he said that a hole is in the street at 4033 Irene and it is going to be snowing soon and he does not want anyone to fall into the hole.

Mayor and Council Communications

- **Councilman Williams**- Asked about could the trash at the bus stop on Middlebelt be cleaned up and possibly a trash can placed there. The date of November 4, 2013 at the City Council orientation was set for the evaluation of the City Clerk. Additionally the date for the City Attorney evaluation is November 18, 2013 at 6:00 p.m.
- **Councilman Canty**-Thanked Mr. Henderson for picking up the trash at the Middlebelt bus stop. Furthermore, he stated that Nakin Transit Authority meets with the auditors on October 22, 2013.
- **Councilwoman Howard**-Announced the Town Hall meeting that the City Manager would be hosting on October 29, 2013 from 4-6pm at the Inkster Recreation Complex and the City Manager monthly chat from 4-5:30pm on November 19, 2013 at City Hall.
- **Councilman Shaw**-Asked about the invoice on grass cutting and would that amount be placed on taxes. Additionally, he stated that he would like to look into implementing a water amnesty program for the water. Furthermore, he mentioned the new Senate Bill regarding rental inspections.
- **Mayor Pro-Tem Hendricks**-He asked the city to respond to citizen complaints about rodents. He asked the Administration to try and seek a way to have the phones answered at city hall. He said he would like to see residents be able to contact city hall and get a person to speak with.

City Clerk

City Manager

- Thanked City Council for the opportunity to serve.
- Thanked citizens for engaging him.
- Thanked department heads and employees.
- Stated public participation would be at orientation and the regular city council meeting as this would allow citizens ample time to voice their concerns.
- Thanked Toni Bailey and Mr. Bell.
- Mentioned the Halloween Party is coming up on October 31, 2013 at the following persons gave donations:
 1. AKA Sorority
 2. Mayor's Foundation
 3. Denise Champagne
 4. Starfish Family Svcs.
 5. City Clerk, Felicia Rutledge

6. City Attorney Law Firm, Allen Brother's
7. Economic and Development Director, Mark Lloyd
8. Fire Chief, Mark Hubanks
9. Police Chief, Hilton Napoleon
10. Family Center Pharmacy.
 - Thanked the Y. E. S. Organization for coming out.
 - Thanked Channel 7 Action News for allowing the City of Inkster to tell their story.

Closed Session

Council convenes into a Closed Executive Session to discuss pending litigation in accordance with MCL 15.286 (e).

Adjournment

There being no further business to come before Council, on motion duly made by Councilmember Williams, Seconded Councilmember Canty and carried, the Regular Council meeting of October 21, 2013 was adjourned at 9:12 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
10/29/2013
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees	Expenses
Flat fee/City Attorney work	\$6,000.00	
Municipal Legal Services	\$237.50	
Labor	\$1,677.50	
Litigation	\$11,324.25	\$1,212.59

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
Richard Marsh, Jr., 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*

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
Elcfernack M. Lotman	Exp. 06/14*
Epson Johnson	Exp. 06/14*
Patricia Morgan	Exp. 06/14*
LeVania Henderson	Exp. 06/18/14
DeShandra Motley	Exp. 6/17/15
Denise Motley	Exp. 06/17/15

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
Carmen Mitchell	At-Large	Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]

4 Year Term

4 Members

State Law

Deborah Owens (Dem)
Gloria Brown (Dem)
Courtney Owens (Dem)
Eugene Brazeal (Rep)

Exp. 12/31/15
Exp. 06/04/16
Exp. 06/04/16
Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden
Vacant - (Employee Representative)
~~James White~~
- (Commission Appointment)

Exp. 6/18/15
Exp. 12/04/11

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)		
- 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	Tenure
Vacant	Exp. 01/18/14
Lewis Gregory (Treasurer)	Exp. 09/20/14
Vacant	Exp. 07/20/13
Tom Costello (VC)	Exp. 10/06/12
Vacant (C)	Exp. 11/03/12
Cheryl Brown	Exp. 07/19/14
Andrea Parson	Exp. 08/01/15
Winston Wade (Secretary)	Exp. 12/17/16
Vacant	

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.	Exp. 06/07/16
Vacant	Exp. 06/07/16
Vacant	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Mary Weislo	Exp. 03/07/17
Cassandra Leonard	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Dennis Weislo	EXP. 06/07/19
Vacant	

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)

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	Tenure
William Acklin	Exp. 03/17
Ernest Hendricks	Exp. 03/13
James Orr	Exp. 11/13
Ernestine Williams	Exp. 03/13
Delphine Oden	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	Exp. 12/20/12
Vacant		

LIBRARY BOARD

4 year term

Michael Wells	Exp. 2015
Sandra Markwart	Exp. 2015
Dorothy Gardner	Exp. 2015
Dosys Thompson	Exp. 2015
LaDon Gibbs	Exp. 2015
Paulette Dye	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	Exp. 12/05/13
Vacant	Dist. 3	
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

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	Exp. 11/19/14
Eugene Thompson (VC)	Exp. 11/19/14
Dorothy Gardner	Exp. 11/19/14
Darwin Howard	Exp. 12/15/14
William Howard	Exp. 11/03/15
Cheryl Stinson	Exp. 02/02/16
Vacant	

PARKS AND RECREATION COMMISSION

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

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

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 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
April Walton	Exp. 09/16
Sam Brown (Chairman)	Exp. 10/14
Richard Wooten	Exp. 08/16

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[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

November 4, 2013

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 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. 07/01/16

Roosevelt Stubbs

Dist. 4

Exp. 05/16/14

Vanola Williams

Dist. 5

Exp. 09/03/16

Norma McDaniel (S)

Dist. 6

Exp. 10/19/15

Vacant. (C)

Nankin Transit

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

Michael Canty, Council Appointee

Exp. Tenure

Denise Champagne

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: October 23, 2013

From: Mark Lloyd, Director
Planning, Building & Economic Development

Date for Council Consideration: November 4, 2013 *RM/CS*

ACTION REQUESTED: Adopt a resolution for the City of Inkster to authorize a SAW Grant Agreement based on MDEQ requirements provided in the revised SAW Grant application dated October 8, 2013. All work to acquire grant will be done in accordance to the previously adopted City Council resolution 08-13-126R at no cost to the City.

Current Action _____ Emergency _____ Future _____

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

Treasurer's Approval *MDS*

BACKGROUND INFORMATION

Since receiving notification of availability of grant funding for this type of project, the City's contract engineer and City staff have had discussions with the Michigan Department of Environmental Quality (MDEQ) to inquire about qualified projects and expenses through this funding program. Giffels Webster met with City staff familiar with the infrastructure needs of the City and subsequently prepared a SAW grant/loan scope of work proposal to apply for these funds which was approved by City Council on August 5, 2013. Since that time, MDEQ has created specific resolution language that must be used by each applying jurisdiction. All work associated with this agreement is free of charge pending grant funding. A final SAW Grant application became available from the MDEQ on October 8, 2013. If funds are procured, Giffels Webster will assist the city in fulfilling the asset management and infrastructure evaluation goals in the grant.

This month, the Michigan Department of Environmental Quality rolled out a revised grant and loan program, Stormwater, Asset Management, and Wastewater (SAW), for eligible municipalities. \$97 million in grant funds will be made available through the first wave of funding on a first come/first serve basis to municipalities with qualified projects. This project includes a sewer investigation program, asset management plan, and infrastructure mapping for the areas studied based on age and known distresses of sewer infrastructure throughout the City. There will be \$2,000,000 available in SAW grant funds for the City to cover costs related to qualifying study work, engineering design and project administration costs. An additional \$500,000 will also be available to implement sewer infrastructure remediation measures. The final project scope and total cost will be prepared to utilize the maximum amount of grant funds available on a not to exceed basis.

As a financially disadvantaged community under the SAW grant program, the City can receive 100% reimbursement on eligible task items as well as up to \$500,000 in grant

monies for construction of needed repairs associated with the studies performed. The match portion on the SAW grant and loan will be 0% for all qualified expenses up to the maximum grant amounts formally approved by the State after the applications are reviewed and accepted.

SCOPE OF SERVICES

As provided for in previously approved Resolution No. 08-13-126R, Giffels Webster will dedicate the necessary time and effort to apply for funding from the SAW grant and loan program, including performing the necessary investigations to receive the grant funds, as well as provide engineering services for remediation measures up to the maximum amount allowed by the grants. This work includes review and development of a rate structure to reflect future capital expenditures, project management, and implementation of the tasks that are related to the SAW grant. Since the final application materials were made available on October 8, 2013, the DEQ requires a specific "Resolution Authorizing the SAW Grant Agreement" be submitted by the community after that date (required resolution language attached).

JUSTIFICATION

Adoption of the proposed resolution for the City of Inkster to authorize a SAW Grant Agreement based on MDEQ requirements is required to ensure the City is compliant with the SAW Grant application requirements according to the application packet dated October 8, 2013. This project will provide valuable, comprehensive information related to the aging sewer infrastructure at no cost to the City. This grant provides a unique opportunity to develop an all-encompassing plan to manage and prioritize necessary improvements to the City's infrastructure. Obtaining grant approval allows the City to utilize grant monies from the State to perform such investigations and repair sewers that are in immediate need of attention.

PROJECT OR IMPROVEMENT TASKS

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

Goal four – Develop a plan to help address City's current debt and legacy costs.

Goal five – Improve and promote the image of Inkster

COSTS

No fees will be charged to the City unless and until grant monies are secured. Any incurred costs related to application preparation, administrative time and research will be eligible for reimbursement once the City is awarded the SAW grant. Giffels Webster has provided a proposal where all proposed costs are eligible for grant reimbursement.

PROJECT TIME TABLE

SAW grant applications are due by December 2, 2013 on a first-come/first-serve basis. All research and application materials necessary for preparation of this grant application must be completed prior to this due date.

RESOLUTION

In addition to all tasks and obligations identified in Resolution No. 08-13-126R approved on August 5, 2013, the City of Inkster hereby resolves to allow the Director of Planning, Building and Economic Development to apply for and execute the SAW Grant Agreement between the City of Inkster, Michigan Finance Authority and DEQ explicitly defined in Appendix I of the SAW Grant Application (dated October 8, 2013); and resolves to adopt all other provisions noted in the DEQ standard resolution provided in said SAW Grant application.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Resolution No. 08-13-126R
August 5, 2013

RESOLVED BY THE COUNCIL OF THE CITY OF INKSTER:

- **WHEREAS**, the City of Inkster approves the Department of Planning & Economic Development to utilize the contracted services of Giffels Webster to prepare grant applications and secure all available Stormwater, Asset Management, and Wastewater (SAW) grant funds for the City including administering the applicable studies, preparing rehabilitation and asset management plans, and applying for infrastructure rehabilitation funds. This work is free of charge pending grant funding.

MOVED BY: Councilmember Moner

SECONDED BY: Councilmember Canty

YEAS: 7 NAYS: 0 ABSENT: VOTE: Carried Unanimously

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Inkster, County of Wayne, State of Michigan, at a Regular City Council meeting held on August 5, 2013 and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 268, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by the Act.

Felicia Rutledge
City Clerk
Inkster, Michigan

_____ of _____
County of _____

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the _____ of the _____ of _____
County of _____, State of Michigan, (the "Municipality") held on _____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to establish a(n) (select one or more) ☐ asset management plan, ☐ stormwater management plan, ☐ plan for wastewater/stormwater, ☐ design of wastewater/stormwater, ☐ innovative technology, or ☐ for disadvantaged community construction activities (up to \$500,000).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed _____ ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (*title of the designee's position*), a position currently held by _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the _____ of the _____ of _____, County of _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name _____ of _____, Clerk
_____ of _____ County of _____



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

- (A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.
- (B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

"(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided."

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

XX. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAW Grant Program

Project No. _____

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____ ; _____

Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

SAW GRANT APPLICATION

Rick Snyder, Governor

Michigan Department of Environmental Quality (DEQ)

Dan Wyant, Director

<http://www.michigan.gov/deq>

Michigan Department of Treasury Michigan Finance Authority (Authority)

Andy Dillon, State Treasurer

<http://www.michigan.gov/treasury>

Administered by:

Department of Environmental Quality
Office of Drinking Water and Municipal Assistance
Revolving Loan Section
Sonya T. Butler, Chief

Department of Treasury
Michigan Finance Authority
Joseph Fielek, Executive Director

Mailing Addresses:

PO Box 30241
Lansing, Michigan 48909
517-284-5433

PO Box 15128
Lansing, Michigan 48901
517-335-0994

Delivery Addresses:

Constitution Hall
4th Floor South
525 West Allegan Street
Lansing, Michigan 48933

Richard H. Austin Building
1st Floor
430 West Allegan Street
Lansing, Michigan 48922

**Completion of this application is mandatory for the applicant
to be considered for SAW Grant Program assistance.**

Printed under the authority of Parts 52 and 53, of the Natural Resources and Environmental Protection Act,
1994 PA 451, as amended.

SAW Grant Application Instructions

Project information: This portion of the grant application needs to be completed and returned with one or more of the grant activities noted in the appendices below.

Authorizing Resolution: The resolution must be signed and dated. Submit the resolution with the project information noted above.

Sample Grant Agreement: A sample of the grant agreement must accompany the resolution.

Appendices: Provide complete information as noted in the Appendix that corresponds to the proposed project. Each Appendix contains guidance on eligibility and general information related to the grant activity.

- Appendix A: Wastewater Planning, Design and User Charge Activities
- Appendix B: Planning and/or Design of Stormwater and/or Nonpoint Source of Water Pollution
- Appendix C: Asset Management Plan for Stormwater and Wastewater
- Appendix D: Stormwater Management Plan
- Appendix E: SAW Innovative Wastewater and Stormwater Technology
- Appendix F: Disadvantaged Community Status Determination Worksheet

Appendix C and Appendix E will require a separate certification within 3 years of the grant award confirming that grant activities have been completed. The certification forms can be found at: www.michigan.gov/cleanwaterrevolvingfund (select Forms and Guidance).

A hard copy of the grant application must be submitted to the DEQ. Grant applications may be submitted at any time beginning December 2, 2013. Grant awards will be issued quarterly based on the date an application is administratively complete, until available SAW funding had been exhausted.

PROJECT INFORMATION

Project Name and County _____

A. Legal Name of Applicant _____

The legal name of the applicant may be different from the name of the project. For example, a county may be the legal applicant, while the project may be named for the particular village or township it will serve.

If applicant is not a City/County/Township/Village, provide Authorizing Statute to qualify as a municipality. _____

B. Mailing Address of Applicant

Street, P.O. Box _____

City, State & Zip _____

County(s) project is located in _____

(Area Code and Telephone Number) _____

C. Designated Contacts for this Project

1. Authorized Representative (Name below must match the person named in the resolution)

Name _____

Title _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) _____

(E-mail Address) _____

2. Applicant's Financial Advisor

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) _____

(E-mail Address) _____

3. Applicant's Consulting Engineer (if applicable)

Name _____

Firm _____

Street, P.O. Box _____

City, State & Zip _____

(Area Code and Telephone Number) _____

(E-mail Address) _____

4. Primary Contact (if different than authorized representative)

Name _____ Title _____

(Area Code and Telephone Number)

(E-mail Address)

D. Disclosure of Conditions Requiring Repayment of Grant

The intent of the SAW Grant Program is to accelerate the statewide use of asset management planning practices as well as improve water quality. It is expected that SAW grant wastewater or stormwater recipients will implement the necessary construction for which grant funding was provided for any planning, design, and/or user charge grants. SAW grant recipients for wastewater system asset management plans are required to make significant progress (as defined in Appendix C) on the funding structure. Stormwater Asset Management Plan (AMP) recipients are required to implement the plan (as defined in Appendix C). Stormwater management grant recipients must develop a stormwater management plan. An innovative technology grant recipient must proceed with the project if testing and demonstration show that the water quality issue may be successfully and feasibly addressed with full scale implementation. Consistent with this intent and provisions of Part 52 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended:

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

E. Project Need and Proposed Scope of Work

In order to improve water quality, the applicant can seek SAW Grant Program assistance to cover the costs of: 1) planning, design, and/or user charge of a wastewater or stormwater system; 2) asset management for a wastewater and/or stormwater system; 3) a stormwater management plan; and 4) innovative wastewater and stormwater technologies. Details for establishing project need for each of these categories can be found in the appendices.

Describe the specific activities you will fund with SAW grant assistance. Describe the system deficiencies and/or water quality problems you want to evaluate/address: **(Attach additional pages as necessary.)**

F. Ownership of System Facilities or Assets

Is the legal entity that owns the system facilities or assets described in the proposed scope of work the same as the legal name of the applicant (see Item A)? ☐ YES ☐ NO

If NO, has the applicant obtained the necessary legal documentation delegating the applicant as an agent of the owner who has the authority for implementing the activities associated with the proposed scope of work at the direction of the owner? (Certification of this legal relationship must be provided prior to the applicant receiving SAW grant assistance. The applicant must have the authority to establish a rate structure necessary to demonstrate significant progress with implementing a wastewater asset management plan if applicable. Note that a rate structure is not required for a stormwater asset management grant.) ☐ YES ☐ NO

G. Funding Source for Associated Construction (if applicable)

If the proposed scope of work for SAW grant assistance will result in subsequent construction, then identify the anticipated funding source(s) for the construction.

☐ SAW ☐ SRF ☐ SWQIF ☐ Rural Development ☐ Other (explain) _____

The applicant intends to seek SAW, SRF, and/or SWQIF loan(s) to construct the proposed project in fiscal year _____ (an October 1st to September 30th fiscal year).

If construction financing is anticipated to come from a source other than SAW, SRF and/or SWQIF, identify the proposed construction year(s): _____.

H. SAW Grant Agreement Period

Start date of grant-funded tasks: _____ (month/year). May include services rendered on or after January 2, 2013, the effective date of the SAW program legislation.

Estimated date for completion of **all** grant-funded tasks: _____ (month/year). Must be completed within 3 years of executed grant.

I. Does this project have an associated SRF/SWQIF loan or S2 grant(s)? If so, indicate the project number(s) below:

S2 Grant Project # _____ SRF Loan Project # _____ SWQIF Loan Project # _____

J. Is the applicant in receivership? ☐ YES ☐ NO

Is the applicant operating under an emergency manager or an emergency financial manager appointed under state law? ☐ YES ☐ NO

Is the applicant operating under a consent agreement as provided under the local government fiscal responsibility act, 1990 PA 72, MCL 141.1201 to 141.1291? ☐ YES ☐ NO

If a disadvantaged community status determination is being requested, then complete and submit the worksheet in Appendix F. Communities considered disadvantaged by the DEQ can be awarded up to \$500,000 in grant funds to construct projects identified in an asset management plan.

K. Project Cost Worksheet

Read the instructions below before completing the Project Cost Worksheet.

Grant Budget Item	Incurred Project Costs A	Estimated Project Costs B	Cost Supporting Documents Attached?	Total Project Costs A+B
1. Project Planning Costs			☐ YES	
2. Design Engineering Costs			☐ YES	
3. User Charge System Development Costs			☐ YES	
4. Wastewater Asset Management Plan Costs			☐ YES	
5. Stormwater Asset Management Plan Costs			☐ YES	
6. Stormwater Management Plan Costs			☐ YES	
7. Innovative Wastewater and Stormwater Technology Costs			☐ YES	
8. Disadvantaged Community Construction Cost			☐ YES	
9. Cost Subtotal				
10. LESS Local Match				
11. Requested SAW Grant Amount (Line 9 minus Line 10)				

1. Entering Cost Figures

To complete the Project Cost Worksheet, enter costs incurred to date in the first column and estimated costs in the second column. **Use whole dollar amounts for all entries.** A budget line item may have costs entered in each column; however, the entries must accurately reflect the division between incurred costs and estimated (i.e., the costs in the second column must not be a cumulative total but are to represent the balance of costs not yet incurred).

2. Supporting Documentation

Documentation must be attached to your application to support the costs included on the Project Cost Worksheet: Validate by checking the box in the third column on each requested line item.

- For incurred costs, adequate supporting documentation means executed contract; an invoice; proof of billing or payment for each cost for which grant assistance is being sought (e.g., copies of the monthly invoices from your consulting engineer, timesheet/payroll records showing hours worked and work performed).
- For estimated costs, adequate supporting documentation means an engineer's estimate; a letter, or email from a vendor detailing the services to be rendered and their costs; or a ledger of anticipated billable force account hours, employee rates, and classifications.

3. Executed Contracts (required for reimbursement, not required for grant application)

A contract between the applicant and the vendor must be executed for each service that has been or is to be rendered if the cost of such service is greater than \$50,000. An executed

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copy of each contract, with a clear identification of the scope of the service(s) and a contract period, must be submitted prior to reimbursements of costs.

4. Line-By-Line Completion Guidance

In addition to the costs described below, costs eligible for SAW grant assistance include: those incurred for services rendered on or after January 2, 2013; for services to prepare this grant application; and for activities performed by the applicant's employees that are directly related to the project. These incurred costs or cost estimates should be placed under the applicable budget lines.

Line 1 – Project Planning Costs

The costs associated with project planning activities and preparation of required planning documents. Refer to Appendix A or B.

Line 2 – Design Engineering Costs

The costs associated with engineering design and preparation of design required documents. Bidding phase services, including construction staking, are not eligible for SAW grant assistance. Refer to Appendix A or B.

Line 3 – User Charge System Development Costs

The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance as part of a planning or design grant. The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements necessary for construction of the proposed project are also eligible for reimbursement. Refer to Appendix A or B.

Line 4 – Wastewater Asset Management Plan Costs

The costs associated with developing a wastewater asset management plan. Only those components addressing wastewater assets are eligible (e.g., costs associated with conducting an asset inventory of other utilities cannot be included). Refer to Appendix C.

Line 5 – Stormwater Asset Management Plan Costs

The costs associated with the development of a stormwater asset management plan. SAW grant assistance is available for the development of an asset management plan for both open and enclosed storm sewer systems. Open drainage systems that are deemed surface waters of the state are not eligible for assistance to develop a stormwater asset management plan. Refer to Appendix C.

Line 6 – Stormwater Management Plan Costs

The costs associated with the development of a stormwater management plan. SAW grant assistance is available for the development of plans intended to address water quality problems from MS4 permitted stormwater systems and unpermitted stormwater runoff and nonpoint sources of pollution. Refer to the Stormwater Management Plan guidance and Appendix D for information on eligible plans and planning activities.

Line 7 – Innovative Wastewater and Stormwater Technology Costs

The costs associated with testing and demonstrating the practical use of technology to address a water quality issue. The cost of the technology is not eligible for SAW grant assistance. Refer to Appendix E.

Line 8 – Disadvantaged Community Construction Cost

The construction costs associated with a project identified in an asset management plan. The costs cannot exceed \$500,000. This is only available to communities identified as “disadvantaged.” See Appendix F.

Line 10 – Required Local Match

SAW grant assistance is limited to \$2 million per community with a 10-percent local match for the first million and a 25-percent local match for the second million. Applicants who responded “Yes” to any of the questions under Section J of this application or whose community status is determined as disadvantaged by the DEQ are not required to provide a local match.

L. Covenants and Certifications

The applicant must abide by all of the covenants and certifications enumerated below:

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities eventually constructed to be adequately operated.
2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the project does not proceed.
3. The applicant agrees to provide the local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.
4. The applicant agrees to maintain complete books and records relating to the grant and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).
5. The applicant agrees that all municipal contracts related to the project will provide that the prime contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.
6. The applicant agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners, or agents with which the applicant negotiates an agreement.
7. The applicant agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.
8. The applicant agrees to ensure that planning and design activities of the project are conducted in compliance with the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; its Administrative Rules; and all applicable state laws, executive orders, regulations, policies, and procedures.
9. The applicant acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

I certify that I am the authorized representative designated by the municipality, as defined by Section 324.5301(i) of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, that will receive the grant for this project and that the application information being submitted is complete and accurate to the best of my knowledge.

I further certify that _____ (legal name of applicant)
agrees to and will abide by the covenants and certifications stipulated above.

Name and Title of Authorized Representative (Please Print or Type)

Signature of Authorized Representative (Original Signature Required)

Date

Required Documents

The following documents must be submitted with this application. This grant application will be deemed incomplete if the required documents are not attached.

- (1) **Authorizing Resolution.** An adopted and certified copy of the attached standard resolution, **including the SAW Grant Agreement boilerplate marked SAMPLE**, must be attached.
- (2) **Application Information.** The proposed scope of work must be supported by the additional information required under Section E on page 3.
- (3) **Cost Support Documentation.** All requested costs must be supported with documentation consistent with the instructions on pages 5-7.
- (4) **All of the required information listed in each of the applicable appendices must be provided.**

Please return the application and the specified attachments to:

REVOLVING LOAN SECTION
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

MAILING ADDRESS
P.O. BOX 30241
LANSING MI 48909-7741

SURFACE DELIVERY ADDRESS
CONSTITUTION HALL, 4TH FLOOR SOUTH
525 W ALLEGANS ST
LANSING MI 48933

Grant Application Received By:	Can Expect A Grant Award In:*
July 1	October
October 1	January
January 1	April
April 1	July

*A hard copy of the grant application must be submitted to the DEQ. Grant application may be submitted at any time beginning December 2, 2013. Grant awards will be issued quarterly based upon the date an application is administratively complete, until available SAW funding has been exhausted.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

**Please Use the Attached Resolution “As Is”
(Do Not Substitute Your Own Form)**

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

_____ of _____
County of _____

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the _____ of the _____ of _____
County of _____, State of Michigan, (the "Municipality") held on _____.

PRESENT: Members: _____

ABSENT: Members: _____

Member _____ offered and moved the adoption of the following resolution,
seconded by Member _____.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to establish a(n) (**select one or more**) ☐ asset management plan, ☐ stormwater management plan, ☐ plan for wastewater/stormwater, ☐ design of wastewater/stormwater, ☐ innovative technology, or ☐ for disadvantaged community construction activities (up to \$500,000).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed _____ ("Grant") be requested from the MFA and the DEQ to pay for the planning and/or design activities; and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. _____ (*title of the designee's position*), a position currently held by _____ (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached hereto as Appendix I) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation from the general funds of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the _____ of the _____ of _____, County of _____, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Name _____ of _____, Clerk
_____ of _____ County of _____



Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of _____ 20____, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the _____, County of _____ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

GRANT INFORMATION:

Project Name: _____
Project #: _____
Amount of Grant: \$ _____
Amount of Match \$ _____
Project Total \$ _____ (grant plus match)
Start Date: _____ End Date: _____

DEQ REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee

Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer

Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer

Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the EndDate shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

III.CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV.GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V.GRANTEE RESPONSIBILITIES

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI.ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq*.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom

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the Grantee may be held liable.

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

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(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the

Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

XX.SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII.DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

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- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

SAW Grant Program

Project No. _____

Exhibit A

Grantee: _____

Project Name: _____

DEQ Approved Grant Amount: \$ _____

_____ Dollars

Time Period for Eligible Costs: Start Date _____ (month/year)

End Date _____ (month/year)

Description of Approved Project Scope:

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

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APPENDIX A

Wastewater Planning and Design Activities

Note: User Charge Development Costs can be included in either a planning or design grant.

Planning Grant Requirements

Applicants intending to fund projects through USDA Rural Development are required to develop a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to develop a project proposal in accordance with the guidance below.

Applicants intending to fund projects through an SRF or SWQIF loan are required to develop a project plan in accordance with the Project Plan Preparation Guidance (http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-SRFppsguide_249032_7.dot).

Design Grant Requirements

All applicants are required to develop and submit plans and specifications suitable for bidding.

Applicants intending to fund projects through USDA Rural Development are required to submit a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to submit an approvable project proposal in accordance with the guidance below. If seeking a SAW loan, the project proposal should reference an asset management plan.

Applicants intending to fund projects through an SRF or SWQIF loan are required to submit an approvable Project Plan.

Project Proposal

Below are the minimum requirements for a project proposal.

1. Study Area Identification and Description

- a. Cover the geographic area served by or affected by the proposed project. For example, for a nonpoint source (NPS) project that is replacing an asphalt mall parking lot with porous pavers, the study area should encompass, at least, the parking lot, mall, and properties that abut the parking lot.
- b. Population Data – include if relevant (e.g., needed when discussing asset management associated with future needs that would be based on population projections).
- c. Environmental Setting – include description of environmental features relevant to project's geographical area and project construction activities. Include a map.
 - If present, identify wetlands, floodplains, natural/wild scenic rivers surface waters, parks, agriculture land, and endangered/threatened species. A Michigan Natural Features Inventory review should be conducted unless the applicant can show that construction is limited to a developed area.
- d. Do NOT include land use and economic characteristics, unless relevant to the project.

2. Existing Facilities

Should be described to the extent that existing facilities are included in the project or will be affected by the project.

3. Project Need

Describe in detail the need for the project, as well as any relevant permit compliance issues and water quality problems. Facility or project needs should be evaluated for a time period equal to the service life of the proposed project (i.e., the proposal should evaluate needs for a timeframe long enough so that the proposed project doesn't become ineffective after only a few years or before the loan has been paid).

4. Description of Project Options Considered

Provide a description of the options considered to address the proposed project including a brief description of the costs and potential environmental impacts.

5. Proposed Project

Provide a detailed description of the proposed project including cost estimates and a construction schedule, as well as maps and/or diagrams.

6. Evaluation of Environmental Impacts

Discuss impacts from project construction and operation. Include a description of measures to mitigate impacts and the beneficial impacts.

GUIDANCE FOR APPENDIX A

Grant Eligible

Planning

- Costs associated with the development of a SAW loan project proposal, SRF/SWQIF project plan, or other similar planning documents.
- Equipment and services for the purchase, installation, and operation of flow meters necessary for an infiltration and inflow (I/I) analysis.
- Costs to prepare an eligible SAW grant application, including force account work.
- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.

Design

- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.
- Costs of preparing a basis of design, value engineering services, and preparation of plans and specifications. Any design-related service required to obtain the construction permit. This includes easement-related services for property surveys and easement descriptions.

User Charge System Development Costs

- The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance.
- The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project.

Grant Ineligible

Planning and Design

- Purchase price and associated costs to acquire land/easements such as appraisals, title searches, easement agreement preparation, legal notices, and closing costs.
- Bidding phase services, including construction staking.

APPENDIX B

Planning and/or Design of Stormwater and/or Nonpoint Source of Water Pollution

Required Information

SAW grant assistance for stormwater and/or NPS projects must address a water quality problem. If the project is identified in one of the following documents, please submit the document with the application unless it has already been submitted to the DEQ for review and approval. (If the document has been submitted to the DEQ for review, please provide the name of the DEQ staff member in receipt of the document.)

- An approved 319/CMI NPS watershed plan
- A Municipal Separate Storm Sewer System (MS4) permit (if the proposed project is required under the permit, then attach an explanation to this application)
- An approved Total Maximum Daily Load (attach an explanation to this application)
- A SAW stormwater management plan

Planning Grant Requirements

Applicants intending to fund projects through USDA Rural Development are required to develop a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to develop a project proposal in accordance to the guidance in Appendix A.

Applicants intending to fund projects through an SRF or SWQIF loan are required to develop a project plan in accordance with the Project Plan Preparation Guidance (http://www.michigan.gov/documents/deq/deq-ess-mfs-formsguidance-SRFppsguide_249032_7.dot).

Design Grant Requirements

All applicants are required to develop and submit plans and specifications suitable for bidding.

Applicants intending to fund projects through USDA Rural Development are required to submit a Preliminary Engineering Report and an Environmental Report per Rural Development guidelines.

Applicants intending to fund projects through a SAW loan or other funding source are required to submit an approvable project proposal in accordance with the guidance in Appendix A.

Applicants intending to fund projects through an SRF or SWQIF loan are required to submit an approvable project plan.

GUIDANCE FOR APPENDIX B

Grant Eligible

Planning

- Costs associated with the development of a SAW loan project proposal, SRF/SWQIF project plan, or other similar planning documents.
- Equipment and services for the purchase, installation, and operation of flow meters for a hydrological study of a storm sewer system or a watershed.
- Costs to prepare an eligible SAW grant application, including force account work.
- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.

Design

- Force account costs. The maximum rate for fringe benefits of force account costs is 40 percent of salary.
- Costs of preparing a basis of design, design and preparation for construction permit(s), value engineering services, and preparation of plans and specifications. This includes easement-related services for property surveys and easement descriptions.

User Charge System Development Costs

- The costs associated with developing or updating the applicant's system of rates and user charges to cover the costs of project construction, operation, and maintenance.
- The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements, or rate methodologies that are necessary for construction of the proposed project.

Grant Ineligible

Planning and Design

- Post-construction monitoring of stormwater best management practices (BMP) performance to determine effectiveness.
- Purchase price and associated costs to acquire land/easements such as appraisals, title searches, easement agreement preparation, legal notices, and closing costs.
- Bidding phase services, including construction staking.

APPENDIX C

Asset Management Plan for Stormwater and Wastewater

A. Proposed Scope of Work

Applicants can seek AMP grant assistance to cover the costs of the asset management plan development and implementation for wastewater and stormwater systems. This includes a complete inventory of all existing system assets. If the condition of the asset is not known, a reasonable assumption is acceptable. Cleaning and televising of the entire system is not expected.

If the wastewater AMP identifies a gap in the current revenue needs to meet expenses, then significant progress must be made toward achieving the funding structure necessary to operate the system. If no gap is identified, the applicant has fulfilled the significant progress requirement. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years and submit a copy of the 5-year plan with the certification.

The stormwater AMP must be implemented within three years of the executed grant. The applicant is required to submit the Stormwater AMP Certification of Project Completeness within three years of the executed grant.

Describe the specific activities you will fund with the AMP grant assistance. Attach additional pages as necessary:

B. Describe your current asset management plan as applicable:

Provide the percentage of tasks completed and describe each asset management component of your current asset management plan

1. Asset Inventory and Condition Assessment
2. Level of Service
3. Criticality of Assets
4. Operation and Maintenance (O&M) Strategies/Revenue Structure
5. Long-term Funding/Capital Improvement Planning

C. Revenue Structure (for wastewater only)

Attach a copy of the current rates. It is expected that the applicant will submit an updated copy of the rate methodology within 2 ½ years of the executed grant to the DEQ.

If the applicant currently does not have a rate methodology, the asset management plan must include the development of a funding structure and rate methodology that provides sufficient resources to implement the asset management plan.

Is the applicant part of a regional facility? ☐ YES ☐ NO

D. Cross-Sectoring

Section 2504 c (2)(i) states that "The municipality shall coordinate, as feasible, with other infrastructure activities in the same geographic area." Asset management encourages cross-sector utilization (for water utility, roads, gas, phones, etc.); however grant assistance may only be requested for those costs directly related to the requested asset management grant.

If cross-sectoring occurs, describe how SAW costs will be tracked.

E. Project Cost Worksheet

Carefully read the guidance below before completing the Project Cost Worksheet.

Item	Incurred Costs	Force Account Costs	Estimated Costs	Supporting Documents	Total
Inventory				Y N	
Condition assessment (excluding televising)				Y N	
Metering/modeling				Y N	
AM/GIS Software*				Y N	
AM/GIS Training*				Y N	
AM/GIS Hardware*				Y N	
Cleaning & Televising Contracted costs Equip. rental costs Labor costs				Y N	
Level of Service Service agreement development Public meeting cost Ordinance cost				Y N	
Training/certification For PACP For MACP				Y N	
Rate Structure Development costs				Y N	
Other				Y N	

*Indicates items included in the cost limitations for software, hardware, and training as described in the Guidance below.

F. National Pollutant Discharge Elimination System (NPDES) Permits for Municipal Wastewater Systems Only (Not Stormwater)

Do you currently hold a NPDES permit to cover discharges from your wastewater system?

☐ YES ☐ NO

If Yes, what is the permit number? _____

If you have a NPDES permit, does it currently contain an asset management requirement?

☐ YES ☐ NO

Note:For all NPDES permit holders, the applicant acknowledges that acceptance of a SAW wastewater asset management grant will result in an asset management condition in the next reissued NPDES permit. The asset management plan developed must meet NPDES permit requirements. The NPDES permit language can be found at: www.michigan.gov/cleanwaterrevolvingfund (select Forms and Guidance).

GUIDANCE FOR APPENDIX C

Grant Eligible

- AMP/Geographic Information System (GIS) mapping software/hardware/training. Total limits are as follows:

Service Area Population	Dollar Limit
Less than or equal to 5,000	\$60,000
5,001 to less than or equal to 20,000	\$85,000
20,001 to less than or equal to 50,000	\$110,000
Greater than 50,000	\$160,000

Note: Attach justification when assistance is sought for an applicant with an existing GIS system or for when an exception is being made to the above dollar limits.

- Asset condition assessment (manhole inventory, cleaning and televising)
 - All televising and documentation must be completed in accordance with National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program/Manhole Assessment Certification Program (PACP/MACP) requirements and by PACP/MACP certified personnel.
 - *Equipment rental costs for force account work of cleaning and televising equipment owned by the applicant will be reimbursed at rates no greater than those provided in an informal quote on a per foot basis.*
 - A justification is needed to clean and televise sewers installed or relined within the last 20 years. The limit is to encourage communities to focus on sewers installed or relined prior to 1993.
- Force account costs associated with the direct implementation of the AMP/GIS software and hardware. The maximum rate for fringe costs is 40 percent of salary.
- The technical, legal, and financial costs to develop a funding structure and implementation schedule necessary to implement an AMP, or portion thereof. These tasks include those costs associated with the preparation or amendment of sewer use and rate ordinances, stormwater

management ordinances, policies and design standards, preparation or revision of inter-municipal service agreements, and submittal of the proposed budgets and rate methodologies.

- Any specific tasks named as a condition of an NPDES permit not identified elsewhere in this guidance, such as mapping without GIS, a fixed asset inventory, a business risk evaluation, an annual report of operation, maintenance, and replacement (OM&R)/AMP activities, etc.
- Aerial data collection at the 12-inch resolution when it is purchased from the county or obtained from the state (for GIS purposes only).
- The development of a stormwater funding structure is not required; however, an analysis of costs to maintain the system and to support the asset management program must be included.
- Stormwater utility development costs.
- Level of service may include service agreement development, public meeting costs, and ordinance costs.

Grant Ineligible

- Annual license renewals to an existing GIS system.
- Legal fees to defend the rate structure if challenged.

APPENDIX D

Stormwater Management Plan

The SAW grant program is available to applicants who wish to acquire funding for the development of Stormwater Management Plans. Under the SAW program, a Stormwater Management Plan is broadly defined to include those documents listed in the below checklist. Applicants are encouraged to review the webpages associated with each document to determine which Stormwater Management Plan best fits their planning needs for the treatment of stormwater. Applicants should also review the Stormwater Management Plan guidance document.

For those applicants applying for a SAW grant for the development of a Stormwater Management Plan, indicate below which type of document will be generated using grant funding. Include a description and a map of the planning area, as well as a description of water quality problems that will be addressed with the Stormwater Management Plan.

☐ Municipal Separate Storm Sewer System (MS4) Stormwater Management Program (see www.mi.gov/deqstormwater). An MS4 Stormwater Management Program addresses the effects of urbanization on the water quality of surface waters of the state. Please choose one of the following:

- ☐ Applicant currently has National Pollutant Discharge Elimination System (NPDES) MS4 permit coverage
- ☐ Applicant will be a new NPDES MS4 permittee

Applicants applying for a SAW grant for one of the following Stormwater Management Plans, shall also include as part of the application the percentage of land uses in the planning area.

☐ NPS Watershed Management Plan (See the “Developing an Approved Watershed Management Plan” www.mi.gov/nps). The description of water quality problems must include the following:

- A description of the watershed and watershed boundary and the hydrologic unit code.
- A description of the current water quality conditions, and the needs/problems to be addressed with the proposed project. List or discuss all 303(d) listed water bodies and include the Assessment Unit ID (See the [2012 Integrated Report](#), Appendix B).
- A list of the pollutants the NPS Watershed Management Plan will target. The list shall include pollutants listed in the [2012 Integrated Report](#) for Michigan (See Appendix B of the report) as causing designated use impairments in the watershed where NPS pollution is a contributor to the water quality impairment. The list should also include pollutants important at the local level and the rationale for the listing.

☐ SAW Stormwater Management Plan

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Stormwater Management Plan

The SAW grant program is available to applicants who wish to acquire funding for the development of Stormwater Management Plans and the design of projects contained or described within a Stormwater Management Plan. Under the SAW program, a Stormwater Management Plan is broadly defined to include:

- Municipal Separate Storm Sewer System (MS4) Stormwater Management Plan (See the MS4 at www.mi.gov/deqstormwater)
- NPS Watershed Management Plan (See the “Developing an Approved Watershed Management Plan” at www.mi.gov/nps)
- SAW Stormwater Management Plan (See the SAW Stormwater Management Plan on page 22)

Development of a Stormwater Management Plan

MS4 Stormwater Management Plan

Permittees required to develop an MS4 Stormwater Management Plan (SWMP) are municipal agencies, such as cities, townships, villages, county agencies, and school districts located in a census defined urbanized area with a discharge of stormwater to surface waters of the state. The existing NPDES MS4 individual permit application is structured such that by completing the application, an MS4 SWMP is produced. The best management practices (BMP) included in the MS4 SWMP shall be designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable.

For those applicants who are developing a new MS4 SWMP, the development of the entire MS4 SWMP is eligible for SAW grant funding. An applicant who already has an approved MS4 SWMP or Stormwater Pollution Prevention Initiative (SWPPI) in place can receive funding to update the SWMP/SWPPI. An approved MS4 SWMP includes the following minimum requirements:

1. BMPs to be implemented to meet the following six minimum control measures (a– f) and applicable water quality requirements (g)
 - a. Public Participation/Involvement Program
 - b. Public Education Program
 - c. Illicit Discharge Elimination Program
 - d. Construction Stormwater Runoff Control Program
 - e. Post-Construction Stormwater Runoff Program
 - f. Pollution Prevention and Good Housekeeping Program
 - g. Total Maximum Daily Loads (TMDL) Implementation Plan (This water quality requirement applies to a regulated MS4 that discharges stormwater to impaired waters with an approved TMDL that includes a pollutant load allocation assigned to the regulated MS4.)
2. A measurable goal for each BMP. Each measurable goal shall have a measure of assessment to determine progress towards achieving the measurable goal.
3. The following Phase I MS4 Permittees shall include as part of the SWMP an Industrial Facility Program: [cities of] Ann Arbor, Flint, Grand Rapids, Sterling Heights, and Warren.

The NPDES MS4 individual permit application allows an applicant the option of submitting a collaborative approach for four of the six minimum control measures and the water quality requirements as part of the SWMP. Collaborative efforts may include several MS4 permittees collaborating to meet all or parts of a minimum control measure or water quality requirement.

The MS4 SWMP is considered approved when an individual NPDES permit is issued to the MS4 permittee with the requirement to implement and enforce the approved MS4 SWMP. The MS4 permittee is required to document progress made implementing the MS4 SWMP as part of the Progress Report requirements in the MS4 NPDES permit.

For MS4 permittees with an approved SWMP or SWPPI, the following are examples of updates that may be eligible if the activity is significantly revised or goes beyond what is currently included in the approved SWMP/SWPPI:

- Public Education Program: Developing and implementing a survey to assess changes in public behavior.
- Illicit Discharge Elimination Program:
 - Developing a storm sewer system map to include the location of all outfalls and points of discharge.
 - Prioritizing dry-weather screening of outfalls and points of discharge by identifying areas of high illicit discharge potential. This prioritization could be completed as a collaborative effort with several MS4 permittees.
- Post-Construction Stormwater Runoff
 - Updating post-construction stormwater runoff performance standards. More specifically, updating an ordinance or regulatory mechanism to include the water quality treatment and channel protection performance standards in the current NPDES MS4 individual permit application.
 - Developing a tracking system for ensuring the long-term maintenance of post-construction BMPs. For example, a system to track the performance of the BMPs implemented to meet the performance standards and included in a maintenance agreement.
- Pollution Prevention and Good Housekeeping Program
 - Developing a site-specific standard operating procedure identifying the structural and non-structural stormwater controls implemented or to be implemented and maintained to prevent or reduce pollutant runoff at facilities owned/operated by the applicant with a high potential for pollutant runoff.
 - Developing a procedure for assessing catch basins for routine inspection, maintenance, and cleaning based on preventing or reducing pollutant runoff.
- TMDL Implementation Plan – Developing a TMDL monitoring plan for assessing the effectiveness of BMPs currently being implemented or to be implemented in making progress toward achieving the TMDL pollutant load reduction requirement.

Nonpoint Source Watershed Management Plan

Applicants eligible to develop a NPS Watershed Management Plan include cities, villages, counties, townships or other public bodies established under state law (watershed alliances, conservation districts, and regional planning agencies for example). Watershed Management Plans under this category must be approvable as defined in the administrative rules for the CMI NPS Pollution Control Grants and/or include the “nine minimum elements of watershed planning” required by the United States Environmental Protection Agency. To maximize potential future funding, plans should meet both state and federal criteria. NPS Watershed Management Plans must be developed for a hydrologically-based area and must include a list of targeted pollutants. Targeted pollutants must include those listed in Michigan’s 2012 Integrated Report as causing designated use impairments in the watershed. The list should also include pollutants important at the local level as well as the rationale for their listing.

For an applicant who is developing a new NPS Watershed Management Plan, the development of the entire plan is eligible for SAW grant funding. Justifiable updates to a previously approved NPS

Watershed Management Plan are also eligible. Justifiable updates to a plan include, but are not limited to: updates to meet additional criteria; reevaluation of environmental conditions and next steps; etc.

Complete watershed management plans (along with completed [checklists](#)) can be submitted to the appropriate [district office](#) or the NPS Unit in Lansing. Watershed plan reviews require a minimum of 90 days and approval typically requires two or more reviews.

Applicants developing a NPS Watershed Management Plan for: (1) watersheds with flooding, flashy flows, or other hydrology issues; (2) or recommended stream bank stabilization, channel realignment, changes to channel geometry; (3) or changes impacting flow or sediment transport, must refer to the NPS Hydrologic and Geomorphic Guidance. Applicants must also consider a wetlands component, as described in the Guidance for Wetland Related Elements, when developing a NPS Watershed Management Plan.

SAW Stormwater Management Plan

An applicant that wants to develop a SWMP other than an MS4 or NPS SWMP may receive grant funding to develop a SWMP as long as it contains the following minimum components:

1. A description and map of the jurisdictional boundaries and the area to be covered by the plan (typically a sewershed and/or drainage district). The planning area should be hydrologically based and include the entire collection and conveyance system (open and closed) as well as the contributing area.
2. A description of the major components of the stormwater system and/or country drainage district, including sewershed and watershed boundary and internal sub-boundaries, surface water hydrology, mapping of stormwater conveyance (pipes and channels), existing storage, regulatory or other mapped floodplains, flood control facilities and treatment components.
3. A description of publically owned BMPs and private BMPs that significantly affects the stormwater system.
4. A description of all stormwater sources and all known stormwater related water quality problems within the planning area (for example, surface flooding, hydraulic restriction, erosion, water quality, etc.).
5. Include recommendations and an analysis of projects to correct stormwater and known stormwater related water quality problems.
 - a. This includes project identification, preliminary sizing and description of proposed activities. Proposed activities could consist of capital improvements (i.e. culvert replacement, channel modification, structural BMPs, etc.) or changes to inspection or maintenance activities (i.e. stream bank assessments, detention basin inspections, floodplain or floodway encroachment surveys, etc.).
 - b. Provide estimated operation, maintenance and capital costs for all recommendations
6. Include a timeline for implementation of the plan. The extent of the timeline is at the applicant's discretion (i.e., 5-year, 10-year, etc.).

It is strongly suggested that the following components also be included in the SWMP:

1. A general maintenance plan
2. The desired level of service should be determined through a public involvement process
3. A public education program or activities
4. A general description of land use percentages

GUIDANCE FOR APPENDIX D

Grant Eligible

- A Stormwater Management Plan (SWMP) must address water quality issues caused by surface runoff of stormwater. There must be a stormwater related water quality problem, not just a stormwater quantity issue.
- Pre-project (planning and design) assessment of Best Management Practices (BMPs) to determine the most effective solution.
- Legal and/or force account costs associated with the creation or amendment of stormwater ordinances, policies, and design standards.
- Flow monitoring for a hydrologic analysis of a stormwater conveyance system or surface water system.
- Water quality sampling to determine current water quality conditions.
- Development of a public education and involvement program or activities for stormwater issues.
- Development of a maintenance plan for stormwater practices.
- AMP/GIS mapping software/hardware/training. Total limits are as follows:

Service Area Population	Dollar Limit
Less than or equal to 5,000	\$60,000
5,001 to less than or equal to 20,000	\$85,000
20,001 to less than or equal to 50,000	\$110,000
Greater than 50,000	\$160,000

Note: Attach justification when assistance is sought for an applicant with an existing GIS system or for when an exception is being made to the above dollar limits.

Grant Ineligible

- Costs related to implementation of a MS4 SWMP program
- The purchase price to acquire land/easements
- Post-construction monitoring of stormwater management BMP performance to determine effectiveness.
- Planning and design activities related to the evaluation of groundwater impacted by stormwater infiltration.

APPENDIX E

SAW Innovative Wastewater and Stormwater Technology

Project costs related to the testing and demonstration of innovative wastewater and stormwater technologies are eligible for grant funding. Within three years of the executed grant, the applicant must determine if the project is technically and financially feasible to implement and submit a SAW Innovative Technology Certification of Project Completeness. If the testing and demonstration results of the innovative technology prove to be technically and financially feasible, the applicant must agree to construct the project. Complete the following to aid in determining grant eligibility.

A. The technology must meet one or more of the following categories to be considered innovative:

- ☐ The technology has not been previously used in Michigan or the region, if influenced by climate
- ☐ The technology has not been previously used in the United States, if independent of climate influences
- ☐ The technology is an application of an existing technology applied to a different media (e.g. a water supply treatment technology applied to the wastewater field)
- ☐ The technology is an application of an existing technology applied to a different pollutant (e.g. previously used to address pollutant 'X', proposed to address pollutant 'Y')

Provide a detailed explanation of how the innovative technology meets one or more of the categories above (attach additional pages, if necessary):

B. Eligible projects must focus on a specific existing water quality issue that needs to be addressed. Provide a detailed explanation of how the proposed testing and demonstration of an innovative technology meets this requirement (attach additional pages, if necessary):

C. For eligible technologies identified in A above, attach a detailed pilot study work plan. The work plan should be developed based on the associated guidance included with this application.

GUIDANCE FOR APPENDIX E

Grant Eligible

- Pilot studies demonstrating the effectiveness of wastewater and/or stormwater technologies which do not result in any permanent construction that becomes a tangible asset.
- If testing and demonstration is successful, and reasonable in cost, the applicant must certify a project using the innovative technology will be constructed. If the testing and demonstration is not successful, there is no commitment to proceed with construction.

Grant Ineligible

- Permanent construction of the pilot technology

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

Application Guidance

The SAW program allows for grants to fund project costs related to the testing and demonstration of innovative wastewater and storm water technologies. Innovative technologies must meet one or more of the four listed criteria:

1. Those technologies influenced by climate and have not been previously used in Michigan or the region may be eligible. For instance, if a technology that is heavily temperature dependent and has been used in warmer climates but not yet in colder climates is proposed for testing and demonstration, it may be eligible for grant funding.
2. Other potentially eligible projects include those that have not been previously used in the United States,
3. An application of an existing technology applied to a different media, or
4. A technology that is applied to address a different type of pollutant than previously used for.

Eligible projects are expected to focus on a specific and existing water quality issue that needs to be addressed. For example, this may include a technology that provides better and/or more efficient treatment performance. The existing water quality issue should be documented with water quality data or other relevant information (this may include the DEQ Water Resources Division's Integrated Report, approved Total Maximum Daily Loads (TMDL) or watershed management plans, local health department records, compliance or enforcement documents, etc.). The explanation should clearly tie together how the innovative technology will address the existing water quality issue which has been identified.

A pilot study work plan is required to be submitted with the application. The pilot study should provide sufficient evaluation of the applicability, operational reliability and effectiveness of the innovative technology. This should be demonstrated with a prototype unit or process of sufficient size and designed to operate at its design load conditions.

To determine that such new processes and equipment or applications have a reasonable and substantial chance of success, the following should be considered when developing a pilot study plan:

- Evaluation and discussion of any related, existing performance data and manufacturer's information.
- A plan for monitoring observations, including test results and evaluations, demonstrating the efficiency and effectiveness of such processes or equipment.
- Detailed description of the test methods and their appropriateness.
- Testing, including appropriate sampling, under various ranges of strength and flow rates (including diurnal and/or seasonal variations) and temperatures over a sufficient length of time to demonstrate performance under climatic and other conditions which may be encountered in the area of the proposed installations.
- Other appropriate information.
- Coordination and approval by DEQ district engineers if there are temporary changes in the operation of a permitted facility or permitted discharge during pilot testing.

It is strongly recommended that applicants team with academic institutions to aid in development and completion of a pilot study.

APPENDIX F

Disadvantaged Community Status Determination Worksheet

In order to determine the disadvantaged status of a community, the Revolving Loan Section will first look to see if:

- 1) More than 50 percent of the area served by a proposed sewage treatment works project or stormwater treatment project is identified as a poverty area by the United States Census Bureau;
- 2) The median annual household income of the area served by a proposed sewage treatment works project or stormwater treatment project is less than the most recently published federal poverty guidelines for a family of 4 in the 48 contiguous United States. In determining the median annual household income of the area served by the proposed sewage treatment works project or stormwater treatment project, the municipality shall utilize the most recently published statistics from the United States Census Bureau, updated to reflect current dollars, for the community which most closely approximates the area being served by the project.

If no determination can be made by either criteria 1 or 2 then the following information will be used:

1. Is the applicant seeking a planning or design grant? ☐ YES ☐ NO

If YES, provide the total estimated construction amount \$_____.

2. Annual payment on the existing debt for the wastewater or stormwater system (if applicable):

\$_____.

3. Total operation, maintenance and replacement expenses for the wastewater or stormwater system on an annual basis: \$_____.

4. Number of "residential equivalent users" in the system: _____.

If you have any questions about this worksheet, then contact Mr. Robert Schneider at 517-388-6466.

Note: If the total estimated construction amount is provided, the result of this determination is temporary until actual bid costs are submitted.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh – City Manager

Date: October 22, 2013

From: Mark D. Lloyd
Community Development Director

Date for Council Consideration: November 4, 2013 RM/KS

ACTION REQUESTED: Consider approval of First Amendment to the Wayne County NSP 3 (Neighborhood Stabilization Program) Subrecipient Agreement between the Charter County of Wayne and Wayne Metropolitan Community Action Agency to reduce funding from \$515,000 to \$370,000.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Treasurer's Approval ☐ n/a ☐

BACKGROUND INFORMATION

In 2011, Wayne County was awarded \$7,839,293 by the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program 3 (NSP 3). Wayne County EDGE sought proposals from local units of government, developers and non-profit organizations for projects that meet the eligibility criteria of NSP 3 within approved and proposed Target Areas. Eligible activities included: 1) Purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed for eligible families or 2) Redevelopment of vacant structures for housing for eligible families.

Upon Council approval February 12, 2012, the City of Inkster partnered with Wayne Metropolitan Community Action Agency (Wayne Metro) and submitted an application in the amount of \$516,000 and was awarded \$515,000 for rehabilitation of up to ten (10) city-owned homes. The number of homes repaired will be dependent upon the amount of the repairs for each property. A Development Agreement between the Charter County of Wayne, Wayne Metro and the City of Inkster as a Third Party Beneficiary (a municipal corporation that owns or will acquire the property that is rehabilitated and the entity that submitted the application) was approved by Council on December 17, 2012.

Wayne County has an expenditure deadline of March 2014. Wayne Metro currently has an approved budget and specs for three (3) homes at \$365,048.87. Due to the County being concerned with completion of the NSP3 projects with the short deadline, they have asked Wayne Metro not to incur any additional expenses beyond what has been approved. Wayne County is decreasing the contract amount by \$145,000.00 in an effort to expend all funds in a timely fashion, per section 1.3 of the contract. City staff has petitioned the County to utilize the funding for demolition which was denied because they have reached the limit set for demo funding in the grant allocation. Staff also volunteered to assist with identifying additional properties for rehabilitation and asked to assist Wayne Metro with fast tracking the property to complete the rehab prior to the deadline. This request was also denied.

SCOPE OF SERVICES

Approve the First Amendment to the Subrecipient Agreement between the Charter County of Wayne and Wayne Metro which reduces the funding in the Agreement from \$515,000 to \$370,000.

JUSTIFICATION

Reduce the amount of funding allocated for the project as requested by Wayne County staff. Implementation of this program will provide funding to continue our efforts to decrease the number of

vacant and foreclosed property within the city, increase the number of homeowners compared to renters and increase the tax base.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to address the City's current debt and legacy costs.
2. Improve and promote the image of Inkster.

COSTS

None.

PROJECT TIME TABLE

Upon approval.

RESOLUTION

Approval of First Amendment to the Wayne County NSP 3 (Neighborhood Stabilization Program) Subrecipient Agreement between the Charter County of Wayne and Wayne Metropolitan Community Action Agency to reduce funding from \$515,000 to \$370,000.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**FIRST AMENDMENT TO WAYNE COUNTY NSP3 PROGRAM
SUBRECIPIENT AGREEMENT
BETWEEN
WAYNE COUNTY
AND
WAYNE METROPOLITAN COMMUNITY ACTION AGENCY**

THIS First Amendment to Subrecipient Agreement ("First Amended Agreement") is effective as of this ___ day of _____ 2013, by and between **THE CHARTER OF COUNTY OF WAYNE**, acting through the Wayne County Community Development Division of the Economic Development Growth Engine ("EDGE"), whose address is the Guardian Building, 500 Griswold, Detroit, Michigan 48226 (the "Recipient" or "County") and **Wayne Metropolitan Community Action Agency**, whose address is 2121 Biddle, Wyandotte, Michigan 48192 (the "**Subrecipient**") and the City of Inkster, a Local Unit of Government, whose address is 26215 Trowbridge, Inkster, MI 48141 ("**Property Owner**").

RECITALS

- A.** Title III of Division B of the Housing and Economic Recovery Act of 2008 ("HERA") appropriated funding for emergency assistance for the redevelopment of abandoned and foreclosed homes.
- B.** The grant program established under HERA is commonly referred to as the Neighborhood Stabilization Program ("NSP") and is administered by the United States Department of Housing and Urban Development ("HUD"). Section 1497 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") has provided an additional funding grant under a new program, the Neighborhood Stabilization Program 3 ("NSP3"), which is the funding source for this Agreement.
- C.** The grant funds awarded by HUD are considered a special allocation of Community Development Block Grant funds ("CDBG").
- D.** County is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974.
- E.** County submitted an NSP3 Substantial Amendment Plan ("Plan") to HUD outlining the County's NSP3 eligible activities for the NSP Program. The Plan was approved by HUD on June, 9th, 2012.
- F.** Subrecipient is a non-profit corporation, organized and existing under the laws of the State of Michigan.
- G.** County issued a Request for Proposals ("RFP") for NSP3.
- H.** In accordance with the RFP, Subrecipient has been selected to provide the services described in this Agreement, supplemented by all terms and conditions of the RFP incorporated herein by reference, except to the extent of any conflicts herewith.
- I.** County had originally allocated to Subrecipient \$515,000.00 dollars of NSP3 funds.

J. Both parties agree that a reduction in the allocated funds to \$370,000 is necessary to adjust to the project scope and program objectives.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the sufficiency and receipt whereof being hereby acknowledged by each party to the other, County and Subrecipient agree as follows:

Section 1.2 is amended as follows:

1.2 Subrecipient's NSP3 Funds Allocation

- (a) Under the terms and conditions of this Agreement, County has allocated **Three Hundred Seventy Thousand Dollars (\$370,000) of NSP3 funds** for the rehabilitation and sale of up to three (3) single detached home(s). ("Allocated Funds").
- (b) The funds will generally be administered as CDBG Program funds, unless NSP regulations dictate otherwise, to be utilized by Subrecipient in carrying out and completing the Project.
- (c) Any Subrecipient Funds remaining unexpended on **March 14th, 2014**, unless otherwise approved by County in writing, may be de-obligated from Subrecipient under this Agreement and made available for other County projects as determined by County in its sole and absolute discretion.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Subrecipient and County has executed this First Amended Agreement on the dates set forth opposite their signatures below.

WITNESSES:

CHARTER COUNTY OF WAYNE

By: _____
Robert A. Ficano
Wayne County Executive

Dated: _____

WITNESSES:

**WAYNE METROPOLITAN COMMUNITY
ACTION AGENCY**

By: _____

Its: _____

Dated: _____

CITY OF INKSTER

By: _____

Its: _____

Dated: _____

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: October 27, 2013

From: Mark Stuhldreher, Treasurer

Date for Council's Consideration: November 4, 2013 ^{RW/KS}

ACTION REQUESTED: City Council Approval of an Interlocal Agreement Between the Cities of Inkster, Wayne and Westland for Sharing of Fire Chief Services

Current Action ☒ X _____ Emergency _____ Future _____

Funds Budgeted: If Yes ☐ NA _____ Account # _____ No ☐ N/A _____

Treasurer's Approval _____ MDS _____

BACKGROUND:

The City of Inkster has been exploring the sharing of fire chief services as a means to reduce costs associated with the provision of fire services. After much discussion the attached Agreement has been drafted for consideration by the involved parties. Assuming approval by the City Council, this Agreement will be presented to the City of Wayne's and Westland's City Council for their consideration.

SCOPE OF SERVICES:

This Agreement provides for the Chief of the Westland/Wayne Fire Department to perform the duties of Fire Chief for the City of Inkster. The Fire Chief will have all the authority allowed by State law and the Charter and Ordinance. While performing the duties as Inkster Fire Chief, he shall take direction from the City Manager.

JUSTIFICATION:

Approval of this Agreement will provide for a shared service environment that will reduce expenses and could lead to more significant shared service opportunities in the future.

PROJECT IMPROVEMENTS:

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

Goal #1 – Enhance Public Safety

Goal #4 - Develop a plan to address the City's current debt and legacy costs

Goal #5 – Improve and Promote the City of Inkster

COSTS:

On an annual basis, this Agreement is estimated to save approximately \$24,000.

PROJECTED TIME TABLE:

It is anticipated December 1st will be the start date for the Wayne/Westland Fire Chief to begin in this new role.

RESOLUTION:

Authorization is hereby given approve the **Interlocal Agreement Between the Cities of Inkster, Wayne and Westland for the Sharing of Fire Chief Services** as presented.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
INKSTER, WAYNE AND WESTLAND FOR SHARING OF FIRE CHIEF SERVICES**

THIS AGREEMENT is entered into by the City of Inkster, the City of Wayne and the City of Westland, Michigan collectively the Parties.

RECITALS

WHEREAS, each City has cooperated on numerous projects and services in the past.

WHEREAS, Wayne and Westland have an Interlocal Agreement for the Sharing of Fire Chief Services dated May 21, 2012 and attached as Exhibit 1, and incorporated herein.

WHEREAS, Inkster desires to share the Fire Chief Services with Wayne and Westland for a period until June 30, 2014.

THEREFORE, the Parties agree:

1. Westland shall assign its Fire Chief to perform the duties of Fire Chief for Inkster, in addition to Wayne. The Inkster Fire Department is not being consolidated with the Wayne-Westland Fire Department by this Agreement.

2. This sharing of service shall be for the period until June 30, 2014 and for the purpose of the Fire Chief evaluating the feasibility of further Fire Department consolidation between Wayne, Inkster and Westland.

3. Inkster shall compensate the other parties for these services in the amount of Ten Thousand Dollars (\$10,000) for Wayne and Thirty-Five Thousand Dollars (\$35,000) for Westland for the period through June, 2014. Payment shall be made within fifteen (15) business days of this Agreement is adopted by the Westland and Wayne City Councils.

4. The Fire Chief shall have all of the authority allowed by State law and the Charter and Ordinance of the Parties. The Fire Chief shall be responsible for providing such Fire Chief services to each of the Parties in a professional manner.

6. The contract between Westland and the Fire Chief shall provide that: (1) while he is performing services as the Wayne Fire Chief, he shall take direction from the City Manager of Wayne; (2) while he is performing services as the Westland Fire Chief, he shall take direction from the Mayor of Westland; and (3) while he is performing services as the Inkster Fire Chief, he shall take direction from the City Manager of Inkster. The other terms and conditions of the contract between Westland and the Fire Chief shall be determined in the discretion of Westland.

7. In the event that an issue arises concerning the joint performance of duties by the Fire Chief (i.e. his schedule, etc.), the issue will be resolved by agreement between the City Managers of Wayne and Inkster and the Mayor of Westland.

8. To the extent allowed by law, each of the Parties has the obligation to indemnify and hold harmless the other Party from and against any liability, loss, or damage caused by the Fire Chief in performing duties for that Party, including costs and attorneys' fees and any amounts expended in the settlement of any claims, liability, loss, or damage.

9. This Agreement sets forth the entire Agreement between the Parties.

10. If any of the provisions of this Agreement is legally declared to be invalid or unenforceable, the remainder of this Agreement is not affected and will be enforced to the extent permitted by law.

11. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed by the laws of the State of Michigan. In the event of any dispute between the Parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved by the Parties, shall be submitted to the courts of the State of Michigan, with original jurisdiction and venue vested in the Wayne County Circuit Court.

12. The Recitals shall be considered an integral part of this Agreement.

13. This Agreement may be amended only upon written agreement of the Parties.

14. This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) agreement. The Agreement is effective upon the last date the parties execute below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date hereafter set forth.

WITNESSES:

CITY OF INKSTER

Date: November __, 2013

Hilliard L. Hampton, Mayor

Felicia Rutledge, City Clerk

CITY OF WESTLAND

Date: November ____, 2013

William R. Wild, Mayor

Eileen DeHart, City Clerk

CITY OF WAYNE

Date: November ____, 2013

Abdul H. Haidous, Mayor

Matthew K. Miller, City Clerk

X:\UGF\City of Westland\Consolidation of Municipal Services\Wayne-Westland-Inkster\Interlocal Agreement for Sharing of Fire Chief Services.doc

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: October 27, 2013

From: Mark Stuhldreher, Treasurer

Date for Council's Consideration: ^{RM/KS} November 4, 2013

ACTION REQUESTED: City Council approval of a Resolution to Approve the Member Subscriber Agreement Between the City and the Michigan Public Safety Communications System (MPSCS); to Approve the Reimbursement of Transition Costs to Upgrade and Integrate the Current Public Safety Communication System into the MPSCS; and to Approve the Dissolution of the Western Wayne Joint 800 MHz Association.

Current Action X Emergency Future

Funds Budgeted: If Yes X Account # No

Treasurer's Approval MDS

BACKGROUND:

In 1999, the Cities of Dearborn Heights, Garden City, Inkster, Wayne and Westland entered into an Interlocal Agreement for the "Formation of an Association for the Operation of the Western Wayne Joint 800 MHz Digital Communication System" and establish an Association Board. This Association built a digital communication system to provide communication services to the five member cities. The Association's system and equipment have reached the point of being obsolete and at the end of support for warranties. The estimated cost to upgrade the system is \$2.5 million dollars. This Association is distinct and separate from the Dispatch Authority.

The Association Board deemed these cost excessive and began looking at other options. In 2012 the Board approved a resolution which state that the Board was committed to integrating its 800 MHz digital communication system with the Wayne County system, which is part of the larger MPSC. By making this transition, the total annual operation and maintenance expense paid by the member cities will decrease from approximately \$200,000 to \$200 per radio.

SCOPE OF SERVICES:

Each city must individually enter into "Member Subscriber Agreement" with the MPSCS. Each city must also approve the dissolution of the existing Association.

JUSTIFICATION:

Approval of this Agreement will provide for statewide interoperability, will allow us to take advantage of the inherent reliability of the MPSCS, and will provide for future costs savings.

PROJECT IMPROVEMENTS:

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

Goal #1 – Enhance Public Safety

Goal #4 - Develop a plan to address the City's current debt and legacy costs

Goal #5 – Improve and Promote the City of Inkster

COSTS:

The total transition cost of \$200,000 will be advanced by the City of Westland. The City of Inkster share of \$34,015 is based on the same manner that current budgeted annual maintenance costs are established. We will be billed for this cost in January of 2014.

PROJECTED TIME TABLE:

January 1, 2014 is the anticipated "go live" date with the MPSCS system.

RESOLUTION:

Authorization is hereby given approve the Member Subscriber Agreement Between the City and the Michigan Public Safety Communications System (MPSCS); to Approve the Reimbursement of Transition Costs to Upgrade and Integrate the Current Public Safety Communication System into the MPSCS; and to Approve the Dissolution of the Western Wayne Joint 800 MHz Association.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**RESOLUTION OF THE CITY OF INKSTER TO APPROVE THE MEMBER
SUBSCRIBER AGREEMENT BETWEEN THE CITY AND THE MICHIGAN PUBLIC
SAFETY COMMUNICATIONS SYSTEM (MPSCS); TO APPROVE THE
REIMBURSEMENT OF TRANSITION COSTS TO UPGRADE AND INTEGRATE THE
CURRENT PUBLIC SAFETY COMMUNICATION SYSTEM INTO THE MPSCS; AND
TO APPROVE THE DISSOLUTION OF THE WESTERN WAYNE JOINT 800 MHz
DIGITAL COMMUNICATION SYSTEM**

RESOLUTION NO. _____

WHEREAS, in 1999, the Cities of Dearborn Heights, Garden City, Inkster, Wayne and Westland entered into an Interlocal Agreement for the "Formation of an Association for the Operation of the Western Wayne Joint 800 MHz Digital Communication System" ("Association" herein) and establish an Association Board; and

WHEREAS, in accordance with the terms of the 1999 Agreement, a digital communication system was built to provide communication services to the five member cities, and the costs of constructing this system have been paid in full; and

WHEREAS, the Association's system and equipment have reached the point of being obsolete and at the "end of support" for warranties and parts; and

WHEREAS, in 2011 Motorola estimated the cost to upgrade the current system as costing \$2.5 million; and

WHEREAS, in order to avoid these upgrade costs for the current system, on November 13, 2012, the Association Board approved a resolution which stated that the Board is committed to integrating its 800 MHz digital communication system with the Wayne County system, which is part of the larger MPSCS (Michigan Public Safety Communications System); and

WHEREAS, by making the transition to the MPSCS system, the total annual operation and maintenance expense paid by the member cities will decrease from approximately \$200,000 to \$200 per radio; and

WHEREAS, in order to make the transition to the MPSCS system, certain steps have been taken by the Association Board, including: (1) frequency identification, incorporation into the antenna array, testing, and licensing; (2) radio template creation and archiving; (3) the reprogramming of radios; and (4) conversion administration; and

WHEREAS, the total estimated cost of these steps in the transition to MPSCS is \$200,000; and

WHEREAS, in order to keep the transition on schedule, the City of Westland agreed that it would initially advance this cost, and the Association Board agreed that it will divide this cost amongst the member cities in January of 2014, in the same manner in which the Association has previously shared the annual maintenance costs of the current system; and

WHEREAS, upon transition to the MPSCS, it will be necessary for each of the cities to individually enter into a "Member Subscriber Agreement" with the MPSCS, and to approve the dissolution of the Association.

NOW, THEREFORE, BE IT RESOLVED that the City approves the contract between the City and MPSCS entitled "Member Subscriber Agreement", and authorizes the execution of this contract; and

BE IT FURTHER RESOLVED that the City approves the decision of the Association Board that the \$200,000 transition cost which was initially advanced by Westland for: (1) frequency identification, incorporation into the antenna array, testing, and licensing; (2) radio template creation and archiving; (3) reprogramming of radios; and (4) conversion administration, shall be divided amongst the member cities in January of 2014, in the same manner in which the Association has shared the annual maintenance costs of the current system; and

BE IT FURTHER RESOLVED that the City approves the dissolution of the 1999 Interlocal Agreement between the Cities of Dearborn Heights, Garden City, Inkster, Wayne and Westland which formed the Western Wayne Joint 800 MHz Digital Communications System and directs and authorizes the Association Board to take all actions to accomplish the dissolution.

ROLL CALL:

AYE

NAY

ABSENT

CERTIFICATION

I, _____, _____ of the City of _____, hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at a regular meeting held on the ____ day of _____, 2013, and that said meeting was conducted in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: October 28, 2013

From: Mark Stuhldreher, Treasurer

Date for Council's Consideration: ^{rm/ks} November 4, 2013

ACTION REQUESTED: Council approval of FY 2014 budget amendments for the General Fund and the Garbage/Rubbish Fund

Current Action X Emergency Future

Funds Budgeted: If Yes NA Account # No N/A

Treasurer's Approval MDS

BACKGROUND:

It is recommended that a FY 2014 budget amendment be adopted by the City Council for the funds listed above. A summary page is attached that indicates the various revenue and expense areas that are impacted. Following the summary page are detailed line item changes for the respective funds. In addition to the numerical detail, various footnotes are provided to further explain the change.

A brief description of the amendments follows:

General Fund

This amendment is primarily due to a negative variance when comparing actual FY 2013 results to the FY 2013 amended budget. This net negative variance of \$415,000 was due primarily to the following items:

- | | |
|-----------------------------------|-------------------------------------|
| • Police Comp Time Expense | Approx \$110,000 negative variance |
| • Legal Fees | Approx \$280,000 negative variance |
| • Prudential Pre-Funding | Approx \$120,000 negative variance |
| • Additional Prudential Liability | Approx \$150,000 negative variance |
| • Admin Hearing Revenue | Approx \$ 270,000 positive variance |

In addition to the negative variance in FY 2013 results, the FY 2014 budget requires adjustments in the approximate amount of \$200,000 to account for the Prudential Pre-funding and the identification that police comp time was not budgeted at sufficient levels.

Taken together, and in order to remain in alignment with the Deficit Elimination Plan, \$615,000 in additional revenues and/or reduced expenses are needed. The major items are listed below.

- \$550,000 in additional revenue by placing delinquent miscellaneous receivables on the tax roll
- \$106,000 in reduced net expenses resulting from the elimination of 3 DPW positions in the General Fund
- \$34,000 in reduced net expenses resulting from the elimination of the ECD/Planning and Building Department Director position
- \$17,000 in reduced net expenses resulting from entering into the Shared Fire Chief Service Agreement with Wayne/Westland Fire Department along with 3 permanent full time fire department positions moving to permanent part time positions
- \$10,000 by reducing Deputy Clerk position to permanent part time and resulting reduction in benefit expenses

Garbage and Rubbish Fund

This amendment is needed to account for the increased compost service during the summer months and the additional surcharge to pay for said service level increases

SCOPE OF SERVICES:

N/A

JUSTIFICATION:

This budget amendment will keep the City of Inkster in compliance with the Deficit Elimination Plan currently on file with the State of Michigan, Department of Treasury.

For the Garbage/Rubbish Fund, these amendments are required by the Uniform Budget Act which requires that revenue and expense budgets be adjusted in a timely manner when it is apparent the original budget is likely to not be met.

PROJECT IMPROVEMENTS:

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

Goal #3 - Develop a plan to diversify the tax base to ensure a sustainable budget for Inkster

Goal #5 - Develop a plan to address the City's current debt and legacy costs

COSTS:

As a result of these amendments, the net change in the General Fund fund balance will increase by \$494,180 when compared to the original budget. The Garbage and Rubbish Fund fund balance will decrease by \$23,450 when compared to the original budget.

PROJECTED TIME TABLE:

The personal related changes are scheduled to be effective as close to November 1st as possible while honoring any labor agreements or other applicable city policies. The other items will be implemented immediately.

RESOLUTION:

Authorization is hereby given to amend the FY 2014 budgets General Fund and the Garbage/Rubbish Funds as presented.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

City of Inkster
Fiscal Year Ending June 30, 2014 Budget
Summary of Budget Amendments

	BA #1 General Fund	BA #1 Rubbish
Change in Revenues		
Property Taxes	\$ 49,000	\$ 64,550
County Chargebacks	70,000	-
State Shared Revenue	50,000	-
Other Revenue	(201,670)	-
Public Works	550,000	-
Total Revenue Amendment	<u>517,330</u>	<u>64,550</u>
Change in Expenditures		
City Council	(300)	-
District Court	(3,000)	-
City Manager	(11,000)	-
City Clerk	(10,200)	-
IT	47,470	-
Treasury	37,500	-
Personnel	(70,000)	-
Police	315,000	-
Fire Administration	(16,990)	-
Structural & Safety	(750)	-
Department of Public Works	(106,630)	88,000
Planning	(34,600)	-
Insurance	(134,850)	-
Total Expenditures Amendment	<u>11,650</u>	<u>88,000</u>
Net change in fund balance	<u>505,680</u>	<u>(23,450)</u>

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
Fund 101 - GENERAL FUND								
Revenues								
Dept 000								
101-000-403.000	PROPERTY TAXES-CURRENT	5,394,515.46	5,075,000.00	5,075,000.00	215,685.76	5,075,000.00	0.00	
101-000-403.050	PROPERTY TAXES-NEZ	5,443.39	0.00	0.00	2,548.72	0.00	0.00	
101-000-403.200	PROPERTY TAXES-LAND BANK CAF	(3,795.97)	(16,500.00)	(16,500.00)	(461.16)	(5,000.00)	11,500.00	[12]
101-000-403.243	BROWNFIELD CAPTURE	(33,315.23)	(29,510.00)	(29,510.00)	0.00	(29,510.00)	0.00	
101-000-403.247	TIFA CAPTURE	(213,162.31)	(204,500.00)	(204,500.00)	0.00	(177,000.00)	27,500.00	[13]
101-000-404.100	PERSONAL PROPERTY-PY REFUND	(2,060.87)	0.00	0.00	0.00	0.00	0.00	
101-000-404.200	REAL PROPERTY-PY IFT REFUNDS	(17,431.61)	0.00	0.00	0.00	0.00	0.00	
101-000-410.000	PROPERTY TAXES-CY DPPT COLLE	28,214.93	25,000.00	25,000.00	0.00	35,000.00	10,000.00	[1]
101-000-411.000	WAYNE COUNTY DELINQUENT	(844,264.81)	(990,000.00)	(990,000.00)	0.00	(920,000.00)	70,000.00	[18]
101-000-420.000	PROPERTY TAXES-CY DPPT WRITE	(14,104.41)	(15,000.00)	(15,000.00)	0.00	(15,000.00)	0.00	
101-000-424.592	PAYMENT IN LIEU OF TAXES	450,000.00	450,000.00	450,000.00	75,000.00	450,000.00	0.00	
101-000-424.700	PILOT-CONTRACTUAL	94,572.50	80,000.00	80,000.00	16,240.00	80,000.00	0.00	
101-000-445.000	PENALTIES & INTEREST CURR	362,112.21	250,000.00	250,000.00	0.00	250,000.00	0.00	
101-000-447.000	COLLECTION FEE	252,602.10	230,000.00	230,000.00	13,530.51	230,000.00	0.00	
101-000-482.000	ANIMAL LICENSES	844.00	1,000.00	1,000.00	433.00	1,000.00	0.00	
101-000-576.000	STATE SHARED REVENUE - CONST	3,179,039.00	3,237,000.00	3,237,000.00	0.00	3,287,000.00	50,000.00	[3]
101-000-578.000	STATE-LIQUOR	10,093.80	10,000.00	10,000.00	0.00	10,000.00	0.00	
101-000-607.000	FEES	476.45	500.00	500.00	496.10	500.00	0.00	
101-000-633.000	SITE PLNG/ADM FEE-BLDG	11.50	0.00	0.00	0.00	0.00	0.00	
101-000-657.000	ADMIN HEARING	(180.00)	0.00	0.00	0.00	0.00	0.00	
101-000-664.000	INTEREST EARNED	378.58	0.00	0.00	0.00	0.00	0.00	
101-000-673.100	RENTAL REVENUE	24,947.16	26,190.00	26,190.00	0.00	26,190.00	0.00	
101-000-673.100	SALE OF FIXED ASSETS	6,403.00	0.00	0.00	0.00	0.00	0.00	
101-000-676.000	REIMBURSEMENTS	1,073.33	0.00	0.00	0.00	0.00	0.00	
101-000-676.202	ADMINISTRATION - MAJOR STREET	99,572.26	500.00	500.00	187.13	500.00	0.00	
101-000-676.203	ADMINISTRATION - LOCAL STREET	43,676.51	98,800.00	98,800.00	16,470.00	98,800.00	0.00	
101-000-676.208	ADMINISTRATION PARKS/REC	20,000.00	43,300.00	43,300.00	7,220.00	43,300.00	0.00	
101-000-676.226	ADMINISTRATION RUBBISH	75,000.00	30,000.00	30,000.00	5,000.00	30,000.00	0.00	
101-000-676.247	ADMINISTRATION - TIFA	30,000.00	125,000.00	125,000.00	20,840.00	125,000.00	0.00	
101-000-676.592	ADMINISTRATION - WATER & SEWE	760,000.00	30,000.00	30,000.00	5,000.00	30,000.00	0.00	
101-000-686.069	RETIREE HEALTH CARE REIMBURS	240,331.52	760,000.00	760,000.00	126,670.00	760,000.00	0.00	
101-000-686.090	EMPLOYEE HEALTH CARE REIMBUR	60,372.73	346,320.00	346,320.00	21,702.44	144,650.00	(201,670.00)	[11]
101-000-687.000	REFUNDS & REBATES	705.21	35,000.00	35,000.00	0.00	35,000.00	0.00	
101-000-694.000	OTHER REVENUES	9,166.37	500.00	500.00	0.00	500.00	0.00	
101-000-698.030	OVER & SHORT	(177.64)	10,000.00	10,000.00	825.76	10,000.00	0.00	
Total Dept 000		10,021,059.16	9,608,600.00	9,608,600.00	527,582.69	9,575,930.00	(32,670.00)	
Dept 136-DISTRICT COURT								
101-136-541.000	JUDGES SALARY	41,416.64	45,200.00	45,200.00	0.00	45,200.00	0.00	
101-136-544.000	STATE GRANT DRUNK DRIVING	2,833.72	220.00	220.00	0.00	220.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-136-545.000	DRUG CASE INFO MGMT	5,050.67	2,450.00	2,450.00	0.00	2,450.00	0.00	
101-136-609.000	WITNESS FEES	1,017.50	500.00	500.00	(270.00)	500.00	0.00	
101-136-655.000	FINES AND FORFEITS	693,820.53	700,000.00	700,000.00	62,125.01	700,000.00	0.00	
101-136-656.000	COURT REVENUE-COUNTY	72,816.10	80,000.00	80,000.00	0.00	80,000.00	0.00	
Total Dept 136-DISTRICT COURT		816,955.16	828,370.00	828,370.00	61,855.01	828,370.00	0.00	
Dept 137-COURT-COMMUNITY SERVICES								
101-137-655.011	COURT 2011 - COMMUNITY SERVICE	0.00	0.00	0.00	75.00	0.00	0.00	
101-137-655.012	COURT 2012 - COMMUNITY SERVICE	2,736.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 137-COURT-COMMUNITY SERVICES		2,736.00	0.00	0.00	75.00	0.00	0.00	
Dept 172-CITY MANAGER								
101-172-610.100	COMCAST CABLE FRANCHISE FEE	176,425.92	225,000.00	225,000.00	0.00	225,000.00	0.00	
101-172-610.200	AT&T CABLE FRANCHISE FEE	94,310.70	110,000.00	110,000.00	0.00	110,000.00	0.00	
101-172-674.172	DONATIONS - CITY CALENDAR	62.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 172-CITY MANAGER		270,798.62	335,000.00	335,000.00	0.00	335,000.00	0.00	
Dept 215-CITY CLERK								
101-215-451.000	BUSINESS REGISTRATION	34,343.99	20,000.00	20,000.00	150.00	20,000.00	0.00	
101-215-452.000	HEALTHVENDOR LICENSES	137.00	300.00	300.00	0.00	300.00	0.00	
101-215-455.000	TAXI AND BUS LICENSES	0.00	20.00	20.00	0.00	20.00	0.00	
101-215-457.000	AMUSEMENT LICENSES	145.00	150.00	150.00	0.00	150.00	0.00	
101-215-481.000	MARRIAGE LICENSE	25.00	25.00	25.00	0.00	25.00	0.00	
101-215-484.000	OTHER VEHICLES	1,400.00	500.00	500.00	175.00	500.00	0.00	
101-215-607.002	FOIA REVENUE	108.14	500.00	500.00	5.00	500.00	0.00	
101-215-676.000	REIMBURSEMENTS	20,545.02	0.00	0.00	0.00	0.00	0.00	
Total Dept 215-CITY CLERK		56,704.15	21,495.00	21,495.00	330.00	21,495.00	0.00	
Dept 253-TREASURY								
101-253-632.000	FEES-TREASURER DEPARTMENT	2,633.34	7,000.00	7,000.00	343.96	7,000.00	0.00	
Total Dept 253-TREASURY		2,633.34	7,000.00	7,000.00	343.96	7,000.00	0.00	
Dept 266-CITY ATTORNEY								
101-266-403.001	PROPERTY TAXES-PF JUDGMENT	249,788.60	0.00	0.00	0.00	0.00	0.00	
101-266-676.266	REIMBURSEMENTS-LEGAL	0.00	250,000.00	250,000.00	0.00	250,000.00	0.00	
Total Dept 266-CITY ATTORNEY		249,788.60	250,000.00	250,000.00	0.00	250,000.00	0.00	
Dept 270-PERSONNEL DEPARTMENT								
101-270-676.068	WORKER COMPENSATION REIMB	(376.89)	10,000.00	10,000.00	0.00	10,000.00	0.00	
101-270-676.910	REIMBURSEMENT GENERAL LIABLI	(1,684.48)	0.00	0.00	0.00	0.00	0.00	
101-270-686.270	REIMBURSEMENT-MEDICARE PART	34,511.21	20,000.00	20,000.00	0.00	20,000.00	0.00	
Total Dept 270-PERSONNEL DEPARTMENT		32,449.84	30,000.00	30,000.00	0.00	30,000.00	0.00	
Dept 301-POLICE								
101-301-505.047	JAG GRANT 2012	0.00	29,800.00	29,800.00	0.00	29,800.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-301-508.000	INKSTER HOUSING REIMBURSEME	0.00	85,000.00	85,000.00	0.00	85,000.00	0.00	
101-301-540.000	STATE GRANT - 302 FUNDS	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	
101-301-611.000	911 FEES	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	
101-301-627.000	ACCIDENT REPORTS	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	
101-301-639.000	PRELIM BREATH TEST (PBT)	0.00	0.00	0.00	90.00	0.00	0.00	
101-301-644.000	POLICE MISC REVENUES	0.00	20,000.00	20,000.00	644.50	20,000.00	0.00	
101-301-645.000	IMPOUND FEES	0.00	7,500.00	7,500.00	699.00	7,500.00	0.00	
101-301-655.000	FINES AND FORFEITS	0.00	0.00	0.00	315.00	0.00	0.00	
Total Dept 301-POLICE		0.00	302,300.00	302,300.00	1,748.50	302,300.00	0.00	
Dept 305-POLICE ADMINISTRATION								
101-305-508.000	INKSTER HOUSING REIMBURSEME	84,507.67	0.00	0.00	0.00	0.00	0.00	
101-305-540.000	STATE GRANT - 302 FUNDS	8,157.11	0.00	0.00	0.00	0.00	0.00	
101-305-611.000	911 FEES	117,606.66	0.00	0.00	0.00	0.00	0.00	
101-305-627.000	ACCIDENT REPORTS	5,979.79	0.00	0.00	0.00	0.00	0.00	
101-305-639.000	PRELIM BREATH TEST (PBT)	540.00	0.00	0.00	0.00	0.00	0.00	
101-305-644.000	POLICE MISC REVENUES	20,131.41	0.00	0.00	0.00	0.00	0.00	
101-305-645.000	IMPOUND FEES	11,780.00	0.00	0.00	0.00	0.00	0.00	
101-305-655.000	FINES AND FORFEITS	430.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 305-POLICE ADMINISTRATION		249,132.64	0.00	0.00	0.00	0.00	0.00	
Dept 323-JAG GRANTS								
101-323-505.045	JAG GRANT 2010	34,635.47	0.00	0.00	0.00	0.00	0.00	
Total Dept 323-JAG GRANTS		34,635.47	0.00	0.00	0.00	0.00	0.00	
Dept 337-FIRE ADMINISTRATION								
101-337-644.020	FALSE ALARMS	2,325.00	15,000.00	15,000.00	0.00	15,000.00	0.00	
101-337-677.000	AMBULANCE	551,635.39	560,000.00	560,000.00	43,023.42	560,000.00	0.00	
101-337-677.010	FIRE CALL CHARGES	7,490.00	7,000.00	7,000.00	3,845.00	7,000.00	0.00	
101-337-677.040	FIRE PREVENTION INSP REV	26,353.36	20,000.00	20,000.00	1,040.00	20,000.00	0.00	
Total Dept 337-FIRE ADMINISTRATION		587,803.75	602,000.00	602,000.00	47,908.42	602,000.00	0.00	
Dept 371-STRUCTURAL & SAFETY								
101-371-454.000	PROFESSIONAL/OCCUPATIONAL	10,343.00	8,000.00	8,000.00	825.00	8,000.00	0.00	
101-371-477.000	BUILDING PERMITS	54,031.00	65,000.00	65,000.00	4,243.00	65,000.00	0.00	
101-371-478.000	ELECTRICAL PERMITS	8,925.00	12,000.00	12,000.00	648.00	12,000.00	0.00	
101-371-479.000	HEATING PERMITS	19,794.00	25,000.00	25,000.00	1,242.00	25,000.00	0.00	
101-371-480.000	PLUMBING PERMITS	7,332.00	6,000.00	6,000.00	1,015.00	6,000.00	0.00	
101-371-483.000	SIGNS, SIDEWALKS, FENCE	2,312.00	3,000.00	3,000.00	875.00	3,000.00	0.00	
101-371-485.000	SEWER/EXCAVATING PERMITS	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-371-488.000	ON-SITE INSPECTIONS	45,675.00	65,000.00	65,000.00	5,025.00	65,000.00	0.00	
101-371-489.000	MISCELLANEOUS PERMITS	260.00	500.00	500.00	46.00	500.00	0.00	
101-371-490.000	ANNUAL INSPECTIONS	2,668.75	4,000.00	4,000.00	100.00	4,000.00	0.00	
101-371-491.000	PLAN EXAMINATION FEES	500.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-371-492.000	BLDG DEPT ADMIN FEES	10,740.00	12,500.00	12,500.00	1,715.00	12,500.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-371-495.000	RENTAL COMPLIANCE	78,545.00	75,000.00	75,000.00	6,200.00	75,000.00	0.00	
101-371-628.050	DEMOLITION	1,725.00	2,500.00	2,500.00	200.00	2,500.00	0.00	
Total Dept 371-STRUCTURAL & SAFETY		242,850.75	280,500.00	280,500.00	22,134.00	280,500.00	0.00	
Dept 373-CODE ENFORCEMENT								
101-373-657.000	ADMIN HEARING	19,943.68	25,000.00	25,000.00	0.00	25,000.00	0.00	
101-373-657.100	ADMIN HEARING-PT	273,391.80	75,000.00	75,000.00	0.00	75,000.00	0.00	
Total Dept 373-CODE ENFORCEMENT		293,335.48	100,000.00	100,000.00	0.00	100,000.00	0.00	
Dept 441-DEPARTMENT OF PUBLIC WORKS								
101-441-570.000	METRO AUTHORITY PA 48 OF 2002	69,600.15	65,000.00	65,000.00	0.00	65,000.00	0.00	
101-441-628.030	CLEAN-UPS	(1,893.72)	0.00	0.00	(164.19)	0.00	0.00	
101-441-628.031	CLEAN-UPS-PT	(5,842.59)	0.00	0.00	0.00	0.00	0.00	
101-441-628.040	BOARD UP	(2,300.08)	0.00	0.00	0.00	0.00	0.00	
101-441-628.041	BOARD UP-PT	(2,129.33)	0.00	0.00	0.00	0.00	0.00	
101-441-629.000	WEED CUTTING	(20,047.19)	0.00	0.00	0.00	0.00	0.00	
101-441-629.100	WEED CUTTING-PT	(12,285.00)	0.00	0.00	0.00	0.00	0.00	
Total Dept 441-DEPARTMENT OF PUBLIC WORKS		25,102.24	65,000.00	65,000.00	(164.19)	550,000.00	550,000.00 (14)	
Dept 721-PLANNING								
101-721-608.000	APPEALS AND ZONING	960.00	200.00	200.00	300.00	200.00	0.00	
101-721-608.100	PUBLIC HEARING REIMBURSE	836.03	1,250.00	1,250.00	600.00	1,250.00	0.00	
101-721-608.200	ZONING CONFIRMATIONS	90.00	250.00	250.00	30.00	250.00	0.00	
101-721-608.300	SITE PLAN APPLICATIONS	4,114.00	7,500.00	7,500.00	3,669.71	7,500.00	0.00	
101-721-673.130	SALE OF LAND	26,650.00	50,000.00	50,000.00	2,695.00	50,000.00	0.00	
Total Dept 721-PLANNING		32,650.03	59,200.00	59,200.00	7,294.71	59,200.00	0.00	
Dept 729-NEIGHBORHOOD STABILIZATION PROGRAM								
101-729-528.010	NSP GRANT 2010-11	155,779.85	0.00	0.00	0.00	0.00	0.00	
Total Dept 729-NEIGHBORHOOD STABILIZATION PROGRAM		155,779.85	0.00	0.00	0.00	0.00	0.00	
TOTAL Revenues		13,074,415.08	12,489,465.00	12,489,465.00	669,108.10	13,006,795.00	517,330.00	
Expenditures								
Dept 000								
101-000-716.010	EMPLOYEE HEALTH CONTRIBUTION	(1,986.06)	0.00	0.00	(5,402.73)	0.00	0.00	
101-000-716.011	EMPLOYEE DENTAL CONTRIBUTION	0.00	0.00	0.00	(1,019.02)	0.00	0.00	
Total Dept 000		(1,986.06)	0.00	0.00	(6,421.75)	0.00	0.00	
Dept 101-CITY COUNCIL								
101-101-706.000	SALARIES-PERMANENT	49,132.11	49,000.00	49,000.00	834.10	49,000.00	0.00	
101-101-715.000	SOCIAL SECURITY	3,245.54	3,800.00	3,800.00	404.34	3,800.00	0.00	
101-101-716.011	EMPLOYEE DENTAL CONTRIBUTION	(153.00)	0.00	0.00	(30.60)	0.00	0.00	
101-101-727.000	OFFICE SUPPLIES	0.00	400.00	400.00	0.00	400.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-101-740.000	OPERATING SUPPLIES	0.00	3,500.00	3,500.00	0.00	3,500.00	0.00	
101-101-801.000	PROFESSIONAL/CONSULTANT	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-101-850.000	TELEPHONE	0.00	300.00	300.00	0.00	0.00	(300.00) [7]	
101-101-864.000	CONFERENCES/WORKSHOPS	225.00	2,000.00	2,000.00	0.00	2,000.00	0.00	
101-101-870.000	PERSONAL VEHICLE MILEAGE	0.00	500.00	500.00	0.00	500.00	0.00	
101-101-900.000	PRINTING & ADVERTISING	0.00	500.00	500.00	0.00	500.00	0.00	
101-101-958.000	SUBSCRIPTIONS/MEMBERSHIPS	15,650.12	14,000.00	14,000.00	450.00	14,000.00	0.00	
Total Dept 101-CITY COUNCIL		68,099.77	75,000.00	75,000.00	1,657.84	74,700.00	(300.00)	
Dept 136-DISTRICT COURT								
101-136-706.000	SALARIES-PERMANENT	500,224.48	485,000.00	485,000.00	45,855.15	485,000.00	0.00	
101-136-707.000	SALARIES-TEMPORARY	6,391.98	0.00	0.00	0.00	0.00	0.00	
101-136-709.000	SALARIES-OVERTIME	798.00	0.00	0.00	0.00	0.00	0.00	
101-136-710.000	LONGEVITY & MISC. BENEFITS	1,900.00	3,500.00	3,500.00	0.00	3,500.00	0.00	
101-136-715.000	SOCIAL SECURITY	33,802.31	37,500.00	37,500.00	3,041.35	37,500.00	0.00	
101-136-716.000	GROUP INSURANCE	154,541.68	165,000.00	165,000.00	6,434.71	165,000.00	0.00	
101-136-716.010	EMPLOYEE HEALTH CONTRIBUTION	(24,885.27)	(32,400.00)	(32,400.00)	(2,666.69)	(32,400.00)	0.00	
101-136-716.011	EMPLOYEE DENTAL CONTRIBUTION	(2,512.40)	0.00	0.00	(490.84)	0.00	0.00	
101-136-718.000	PENSION	38,326.33	110,000.00	110,000.00	3,213.00	110,000.00	0.00	
101-136-721.000	CLOTHING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	
101-136-727.000	OFFICE SUPPLIES	6,898.09	12,000.00	12,000.00	1,077.59	12,000.00	0.00	
101-136-801.000	PROFESSIONAL/CONSULTANT	96,548.31	25,000.00	25,000.00	300.00	25,000.00	0.00	
101-136-802.000	COMPUTER SERVICE	23,079.05	31,000.00	31,000.00	0.00	31,000.00	0.00	
101-136-803.000	TEMPORARY JUDGE	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	
101-136-850.000	TELEPHONE	2,845.35	8,000.00	8,000.00	0.00	8,000.00	(8,000.00) [7]	
101-136-864.000	CONFERENCES/WORKSHOPS	1,213.86	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-136-870.000	PERSONAL VEHICLE MILEAGE	649.36	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-136-920.000	UTILITIES	135.24	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-136-931.000	BUILDING MAINTENANCE	15,416.05	15,000.00	15,000.00	964.69	15,000.00	0.00	
101-136-933.000	EQUIPMENT MAINTENANCE	11,162.89	12,000.00	12,000.00	(1,734.44)	12,000.00	0.00	
101-136-943.000	EQUIPMENT RENTAL	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-136-944.100	PARKING LOT RENTAL	3,600.00	3,600.00	3,600.00	0.00	3,600.00	0.00	
101-136-958.000	SUBSCRIPTIONS/MEMBERSHIPS	1,718.92	3,000.00	3,000.00	0.00	3,000.00	0.00	
101-136-977.000	EQUIPMENT	22.17	5,000.00	5,000.00	0.00	5,000.00	0.00	
Total Dept 136-DISTRICT COURT		871,876.40	890,200.00	890,200.00	55,994.52	882,200.00	(8,000.00)	
Dept 137-COURT-COMMUNITY SERVICES								
101-137-740.000	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	2,200.00	2,200.00 [2]	
101-137-761.000	FUEL	0.00	0.00	0.00	0.00	1,200.00	1,200.00 [2]	
101-137-935.000	VEHICLE MAINTENANCE	0.00	0.00	0.00	0.00	800.00	800.00 [2]	
101-137-977.000	EQUIPMENT	0.00	0.00	0.00	0.00	800.00	800.00 [2]	
Total Dept 137-COURT-COMMUNITY SERVICES		0.00	0.00	0.00	0.00	5,000.00	5,000.00	
Dept 172-CITY MANAGER								
101-172-706.000	SALARIES-PERMANENT	64,037.60	144,000.00	144,000.00	3,322.93	144,000.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 08/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-172-707.000	SALARIES-TEMPORARY	15,633.83	12,000.00	12,000.00	1,499.99	12,000.00	0.00	
101-172-709.000	SALARIES-OVERTIME	233.65	0.00	0.00	0.00	0.00	0.00	
101-172-710.000	LONGEVITY & MISC. BENEFITS	536.00	400.00	400.00	0.00	400.00	0.00	
101-172-715.000	SOCIAL SECURITY	6,525.81	12,000.00	12,000.00	326.28	12,000.00	0.00	
101-172-716.000	GROUP INSURANCE	15,761.85	27,000.00	27,000.00	804.33	27,000.00	0.00	
101-172-716.010	EMPLOYEE HEALTH CONTRIBUTION	(5,462.86)	(5,400.00)	(5,400.00)	(499.50)	(5,400.00)	0.00	
101-172-716.011	EMPLOYEE DENTAL CONTRIBUTION	(340.62)	0.00	0.00	(33.47)	0.00	0.00	
101-172-718.000	PENSION	14,556.66	31,000.00	31,000.00	598.14	20,000.00	(11,000.00) [8]	
101-172-727.000	OFFICE SUPPLIES	717.82	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-172-740.000	OPERATING SUPPLIES	420.79	2,500.00	2,500.00	30.71	2,500.00	0.00	
101-172-740.101	SUPPLIES - TOWNHALL MEETINGS	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	
101-172-740.110	CABLE COMMISSION-OPER SUPPLI	200.00	5,000.00	5,000.00	0.00	5,000.00	0.00	
101-172-801.080	TRANSPORTATION - NANKIN TRAN	34,000.00	34,000.00	34,000.00	34,000.00	34,000.00	0.00	
101-172-801.630	CONSULTANT - LOBBIST- GCSI	36,000.00	36,000.00	36,000.00	0.00	36,000.00	0.00	
101-172-900.000	PRINTING & ADVERTISING	1,680.00	6,700.00	6,700.00	0.00	6,700.00	0.00	
101-172-958.000	SUBSCRIPTIONS/MEMBERSHIPS	501.00	500.00	500.00	0.00	500.00	0.00	
101-172-964.000	REFUNDS & REBATES	(22.67)	0.00	0.00	0.00	0.00	0.00	
Total Dept 172-CITY MANAGER		184,978.86	308,200.00	308,200.00	40,049.41	297,200.00	(11,000.00)	
Dept 215-CITY CLERK								
101-215-706.000	SALARIES-PERMANENT	56,539.84	71,000.00	71,000.00	5,451.86	83,000.00	12,000.00 [5]	
101-215-707.000	SALARIES-TEMPORARY	7,581.00	8,000.00	8,000.00	0.00	8,000.00	0.00	
101-215-709.000	SALARIES-OVERTIME	2,669.42	5,000.00	5,000.00	0.00	5,000.00	0.00	
101-215-715.000	SOCIAL SECURITY	4,856.76	6,000.00	6,000.00	380.93	7,000.00	1,000.00 [5]	
101-215-716.000	GROUP INSURANCE	11,429.85	27,000.00	27,000.00	804.33	18,000.00	(9,000.00)	
101-215-716.010	EMPLOYEE HEALTH CONTRIBUTION	(2,757.47)	(5,400.00)	(5,400.00)	(296.37)	(3,600.00)	1,800.00	
101-215-716.011	EMPLOYEE DENTAL CONTRIBUTION	(640.97)	0.00	0.00	(151.02)	0.00	0.00	
101-215-718.000	PENSION	3,235.16	16,000.00	16,000.00	0.00	0.00	(16,000.00) [6]	
101-215-727.000	OFFICE SUPPLIES	1,066.35	2,500.00	2,500.00	0.00	2,500.00	0.00	
101-215-801.000	PROFESSIONAL/CONSULTANT	56,066.92	50,000.00	50,000.00	1,368.00	50,000.00	0.00	
101-215-809.300	VOTER REGISTRATION	0.00	12,000.00	12,000.00	0.00	12,000.00	0.00	
101-215-864.000	CONFERENCES/WORKSHOPS	43.63	3,000.00	3,000.00	0.00	3,000.00	0.00	
101-215-870.000	PERSONAL VEHICLE MILEAGE	0.00	0.00	0.00	0.00	0.00	0.00	
101-215-870.000	PRINTING & ADVERTISING	2,564.00	20,000.00	20,000.00	0.00	0.00	0.00	
101-215-933.000	EQUIPMENT MAINTENANCE	0.00	1,000.00	1,000.00	0.00	20,000.00	0.00	
101-215-958.000	SUBSCRIPTIONS/MEMBERSHIPS	545.00	600.00	600.00	0.00	1,000.00	0.00	
Total Dept 215-CITY CLERK		143,199.49	216,700.00	216,700.00	7,557.73	206,500.00	(10,200.00)	
Dept 228-INFORMATION TECHNOLOGY								
101-228-740.000	OPERATING SUPPLIES	884.00	8,725.00	8,725.00	0.00	8,725.00	0.00	
101-228-801.000	PROFESSIONAL/CONSULTANT	65,551.65	67,000.00	67,000.00	200.00	67,000.00	0.00	
101-228-801.030	INTERNET/WEB SERVICES	4,260.00	7,100.00	7,100.00	0.00	7,100.00	0.00	
101-228-801.120	PROFESSIONAL SVC - BS&A	40,925.00	27,600.00	27,600.00	22,110.00	27,600.00	0.00	
101-228-850.000	TELEPHONE	145,063.13	85,000.00	85,000.00	40,524.25	132,470.00	47,470.00 [7]	
101-228-990.000	LEASE PAYMENTS	43,948.05	39,200.00	39,200.00	3,358.07	39,200.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
Total Dept 228-INFORMATION TECHNOLOGY		300,631.83	234,625.00	234,625.00	66,192.32	282,095.00	47,470.00	
Dept 253-TREASURY								
101-253-706.000	SALARIES-PERMANENT	278,469.37	175,000.00	175,000.00	17,132.51	175,000.00	0.00	
101-253-709.000	SALARIES-OVERTIME	6,676.77	4,000.00	4,000.00	553.54	4,000.00	0.00	
101-253-710.000	LONGEVITY & MISC. BENEFITS	115.00	500.00	500.00	0.00	500.00	0.00	
101-253-715.000	SOCIAL SECURITY	20,361.88	14,000.00	14,000.00	1,257.56	14,000.00	0.00	
101-253-716.000	GROUP INSURANCE	68,580.01	54,000.00	54,000.00	4,826.03	54,000.00	0.00	
101-253-716.010	EMPLOYEE HEALTH CONTRIBUTION	(13,723.46)	(10,800.00)	(10,800.00)	(919.57)	(10,800.00)	0.00	
101-253-716.011	EMPLOYEE DENTAL CONTRIBUTION	(2,097.70)	0.00	0.00	(253.46)	0.00	0.00	
101-253-718.000	PENSION	25,740.61	23,000.00	23,000.00	1,837.44	23,000.00	0.00	
101-253-727.000	OFFICE SUPPLIES	3,607.06	3,000.00	3,000.00	0.00	3,000.00	0.00	
101-253-730.000	POSTAGE	34,152.42	50,000.00	50,000.00	0.00	50,000.00	0.00	
101-253-731.000	BANK FEES AND SVC CHARGES	4,923.82	10,000.00	10,000.00	350.52	10,000.00	0.00	
101-253-801.000	PROFESSIONAL/CONSULTANT	21,234.01	25,000.00	25,000.00	0.00	25,000.00	0.00	
101-253-801.800	PROFESSIONAL/ACCOUNTING SER	140,834.00	120,000.00	120,000.00	0.00	120,000.00	37,500.00 [15]	
101-253-801.801	PROFESSIONAL/AUDIT SERVICES	30,240.00	35,000.00	35,000.00	0.00	35,000.00	0.00	
101-253-801.802	PROFESSIONAL/ASSESSING SERVI	104,320.18	100,000.00	100,000.00	150.00	100,000.00	0.00	
101-253-859.228	COMMUNICATION SERVICES - INTE	5,518.59	0.00	0.00	0.00	0.00	0.00	
101-253-864.000	CONFERENCES/WORKSHOPS	280.00	500.00	500.00	0.00	500.00	0.00	
101-253-870.000	PERSONAL VEHICLE MILEAGE	118.03	250.00	250.00	0.00	250.00	0.00	
101-253-900.000	PRINTING & ADVERTISING	21,350.72	25,000.00	25,000.00	0.00	25,000.00	0.00	
101-253-911.000	BAD DEBT EXPENSE	(56,124.41)	0.00	0.00	0.00	0.00	0.00	
101-253-933.000	EQUIPMENT MAINTENANCE	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-253-957.000	INTEREST AND PENALTIES	16,996.03	15,000.00	15,000.00	47.49	15,000.00	0.00	
101-253-958.000	SUBSCRIPTIONS/MEMBERSHIPS	412.75	500.00	500.00	0.00	500.00	0.00	
101-253-964.000	REFUNDS & REBATES	858.48	1,000.00	1,000.00	0.00	1,000.00	0.00	
Total Dept 253-TREASURY		712,844.16	645,950.00	645,950.00	24,982.06	683,450.00	37,500.00	
Dept 265-BUILDING MAINTENANCE								
101-265-706.000	SALARIES-PERMANENT	32,441.19	25,000.00	25,000.00	2,424.45	25,000.00	0.00	
101-265-709.000	SALARIES-OVERTIME	100.32	0.00	0.00	0.00	0.00	0.00	
101-265-710.000	LONGEVITY & MISC. BENEFITS	320.00	0.00	0.00	0.00	0.00	0.00	
101-265-715.000	SOCIAL SECURITY	2,378.77	2,000.00	2,000.00	185.47	2,000.00	0.00	
101-265-716.000	GROUP INSURANCE	11,429.85	0.00	0.00	804.33	0.00	0.00	
101-265-716.010	EMPLOYEE HEALTH CONTRIBUTION	(1,954.49)	0.00	0.00	0.00	0.00	0.00	
101-265-716.011	EMPLOYEE DENTAL CONTRIBUTION	(192.92)	0.00	0.00	0.00	0.00	0.00	
101-265-718.000	PENSION	6,124.34	0.00	0.00	0.00	0.00	0.00	
101-265-721.000	CLOTHING ALLOWANCE	600.00	0.00	0.00	0.00	0.00	0.00	
101-265-740.000	OPERATING SUPPLIES	748.47	1,100.00	1,100.00	0.00	1,100.00	0.00	
101-265-742.000	SMALL TOOLS & EQUIPMENT	0.00	200.00	200.00	0.00	200.00	0.00	
101-265-776.000	BUILDING MAINT SUPPLIES	790.50	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-265-778.000	EQUIPMENT MAINT SUPPLIES	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-265-801.000	PROFESSIONAL/CONSULTANT	282.40	3,000.00	3,000.00	0.00	3,000.00	0.00	
101-265-801.450	PROFESSIONAL SVC - SECURITY	3,941.96	0.00	0.00	0.00	0.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-265-920.000	UTILITIES	30,407.82	0.00	0.00	0.00	0.00	0.00	
101-265-931.000	BUILDING MAINTENANCE	20,824.05	45,800.00	45,800.00	6,160.00	45,800.00	0.00	
101-265-933.000	EQUIPMENT MAINTENANCE	20,538.83	15,000.00	15,000.00	(5,280.00)	15,000.00	0.00	
Total Dept 265-BUILDING MAINTENANCE		128,761.09	94,100.00	94,100.00	4,294.25	94,100.00	0.00	
Dept 266-CITY ATTORNEY								
101-266-801.000	PROFESSIONAL/CONSULTANT	79,908.34	75,000.00	75,000.00	0.00	75,000.00	0.00	
101-266-807.000	LEGAL FEES	730,581.07	450,000.00	450,000.00	4,492.79	450,000.00	0.00	
101-266-807.001	LEGAL SETTLEMENTS-PF JUDGMEI	210,782.63	0.00	0.00	0.00	0.00	0.00	
101-266-807.100	LEGAL SETTLEMENTS	68,581.41	250,000.00	250,000.00	0.00	250,000.00	0.00	
Total Dept 266-CITY ATTORNEY		1,089,853.45	775,000.00	775,000.00	4,492.79	775,000.00	0.00	
Dept 270-PERSONNEL DEPARTMENT								
101-270-706.000	SALARIES-PERMANENT	43,317.39	46,100.00	46,100.00	4,429.42	46,100.00	0.00	
101-270-708.000	SICK AND VACATION PAYOUT	12,618.00	0.00	0.00	0.00	0.00	0.00	
101-270-709.000	SALARIES-OVERTIME	10,276.16	5,000.00	5,000.00	99.65	5,000.00	0.00	
101-270-715.000	SOCIAL SECURITY	4,909.40	3,600.00	3,600.00	327.22	3,600.00	0.00	
101-270-716.000	GROUP INSURANCE	18,439.28	13,500.00	13,500.00	804.33	13,500.00	0.00	
101-270-716.010	EMPLOYEE HEALTH CONTRIBUTION	(1,778.39)	(2,700.00)	(2,700.00)	(218.04)	(2,700.00)	0.00	
101-270-716.011	EMPLOYEE DENTAL CONTRIBUTION	(165.48)	0.00	0.00	(33.48)	0.00	0.00	
101-270-717.000	UNEMPLOYMENT	299,067.56	50,000.00	50,000.00	0.00	50,000.00	0.00	
101-270-718.000	PENSION	4,654.71	0.00	0.00	0.00	0.00	0.00	
101-270-720.000	WORKERS'COMPENSATION	291,811.60	250,000.00	250,000.00	4,961.00	250,000.00	0.00	
101-270-727.000	OFFICE SUPPLIES	926.20	900.00	900.00	0.00	900.00	0.00	
101-270-801.000	PROFESSIONAL/CONSULTANT	15,458.88	26,000.00	26,000.00	(935.30)	26,000.00	0.00	
101-270-801.030	INTERNET/WEB SERVICES	759.00	0.00	0.00	0.00	0.00	0.00	
101-270-801.450	PROFESSIONAL SVC - SECURITY	554.10	0.00	0.00	0.00	0.00	0.00	
101-270-900.000	PRINTING & ADVERTISING	3,859.40	1,500.00	1,500.00	0.00	1,500.00	0.00	
101-270-910.000	INSURANCE	241,082.07	375,000.00	375,000.00	298,643.38	305,000.00	(70,000.00) [19]	
101-270-958.000	SUBSCRIPTIONS/MEMBERSHIPS	1,004.75	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-270-960.000	EDUCATION/TRAINING	1,329.42	1,250.00	1,250.00	0.00	1,250.00	0.00	
Total Dept 270-PERSONNEL DEPARTMENT		948,124.05	771,150.00	771,150.00	308,078.18	701,150.00	(70,000.00)	
Dept 301-POLICE								
101-301-706.000	SALARIES-PERMANENT	31,003.57	1,470,000.00	1,470,000.00	149,256.90	1,630,000.00	160,000.00 [9]	[10]
101-301-707.000	SALARIES-TEMPORARY	0.00	27,000.00	27,000.00	0.00	27,000.00	0.00	
101-301-708.000	SICK AND VACATION PAYOUT	0.00	0.00	0.00	0.00	155,000.00	155,000.00 [17]	
101-301-709.000	SALARIES-OVERTIME	5,213.37	150,000.00	150,000.00	29,072.57	150,000.00	0.00	
101-301-709.200	COURT OVERTIME	458.12	48,000.00	48,000.00	5,176.81	48,000.00	0.00	
101-301-710.000	LONGEVITY & MISC. BENEFITS	0.00	500.00	500.00	0.00	500.00	0.00	
101-301-711.000	HOLIDAY PAY	156.30	40,000.00	40,000.00	156.14	40,000.00	0.00	
101-301-712.000	EDUCATION ALLOWANCE	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	
101-301-713.000	ROLL CALL PREPARATION	0.00	3,600.00	3,600.00	0.00	3,600.00	0.00	
101-301-715.000	SOCIAL SECURITY	554.88	26,000.00	26,000.00	2,731.51	26,000.00	0.00	
101-301-716.000	GROUP INSURANCE	1,124.40	189,000.00	189,000.00	20,108.45	189,000.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-301-716.010	EMPLOYEE HEALTH CONTRIBUTION	(783.32)	(37,800.00)	(37,800.00)	(7,190.68)	(37,800.00)	0.00	
101-301-716.011	EMPLOYEE DENTAL CONTRIBUTION	(366.92)	0.00	0.00	(2,078.55)	0.00	0.00	
101-301-718.000	PENSION	0.00	125,000.00	125,000.00	21,269.90	135,000.00	10,000.00	[16]
101-301-722.000	GUN ALLOWANCE	0.00	7,000.00	7,000.00	0.00	7,000.00	0.00	
101-301-723.000	EQUIPMENT ALLOWANCE	0.00	28,000.00	28,000.00	0.00	28,000.00	0.00	
101-301-727.000	OFFICE SUPPLIES	169.50	4,800.00	4,800.00	0.00	4,800.00	0.00	
101-301-740.000	OPERATING SUPPLIES	0.00	30,000.00	30,000.00	0.00	30,000.00	0.00	
101-301-761.000	FUEL	8,767.67	100,000.00	100,000.00	0.00	100,000.00	0.00	
101-301-776.000	BUILDING MAINT SUPPLIES	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	
101-301-778.000	EQUIPMENT MAINT SUPPLIES	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-301-801.000	PROFESSIONAL/CONSULTANT	0.00	560,000.00	560,000.00	0.00	560,000.00	0.00	
101-301-801.002	PROFESSIONAL SERV - ANIMAL CO	0.00	7,500.00	7,500.00	0.00	7,500.00	0.00	
101-301-804.000	PRISONER MAINTENANCE	0.00	40,000.00	40,000.00	0.00	40,000.00	0.00	
101-301-850.000	TELEPHONE	0.00	10,000.00	10,000.00	0.00	10,000.00	0.00	
101-301-920.000	UTILITIES	0.00	110,000.00	110,000.00	3,244.69	110,000.00	(10,000.00)	[7]
101-301-931.000	BUILDING MAINTENANCE	230.30	50,000.00	50,000.00	0.00	50,000.00	0.00	
101-301-933.000	EQUIPMENT MAINTENANCE	0.00	77,355.00	77,355.00	0.00	77,355.00	0.00	
101-301-935.000	VEHICLE MAINTENANCE & REPAIR	0.00	150,000.00	150,000.00	0.00	150,000.00	0.00	
101-301-943.000	EQUIPMENT RENTAL	0.00	5,000.00	5,000.00	0.00	5,000.00	0.00	
101-301-955.100	REIM. WAYNE CNTY. SHERIFF	0.00	11,000.00	11,000.00	0.00	11,000.00	0.00	
101-301-958.000	SUBSCRIPTIONS/MEMBERSHIPS	0.00	900.00	900.00	120.00	900.00	0.00	
101-301-960.000	EDUCATION/TRAINING	0.00	14,500.00	14,500.00	0.00	14,500.00	0.00	
101-301-977.100	POLICE EQUIPMENT JAG GRANT	0.00	29,800.00	29,800.00	0.00	29,800.00	0.00	
Total Dept 301-POLICE		46,527.87	3,288,155.00	3,288,155.00	221,867.74	3,603,155.00	315,000.00	
Dept 305-POLICE ADMINISTRATION								
101-305-706.000	SALARIES-PERMANENT	220,899.39	0.00	0.00	0.00	0.00	0.00	
101-305-709.000	SALARIES-OVERTIME	25,937.44	0.00	0.00	0.00	0.00	0.00	
101-305-710.000	LONGEVITY & MISC. BENEFITS	460.00	0.00	0.00	0.00	0.00	0.00	
101-305-711.000	HOLIDAY PAY	9,414.81	0.00	0.00	0.00	0.00	0.00	
101-305-712.000	EDUCATION ALLOWANCE	200.00	0.00	0.00	0.00	0.00	0.00	
101-305-715.000	SOCIAL SECURITY	5,735.99	0.00	0.00	0.00	0.00	0.00	
101-305-716.000	GROUP INSURANCE	41,164.03	0.00	0.00	0.00	0.00	0.00	
101-305-716.010	EMPLOYEE HEALTH CONTRIBUTION	(8,622.79)	0.00	0.00	0.00	0.00	0.00	
101-305-716.011	EMPLOYEE DENTAL CONTRIBUTION	(1,084.36)	0.00	0.00	0.00	0.00	0.00	
101-305-718.000	PENSION	38,541.52	0.00	0.00	0.00	0.00	0.00	
101-305-722.000	GUN ALLOWANCE	1,200.00	0.00	0.00	0.00	0.00	0.00	
101-305-723.000	EQUIPMENT ALLOWANCE	6,300.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 305-POLICE ADMINISTRATION		340,146.03	0.00	0.00	0.00	0.00	0.00	
Dept 306-POLICE OFFICER SERVICES								
101-306-706.000	SALARIES-PERMANENT	19,699.12	0.00	0.00	0.00	0.00	0.00	
101-306-707.000	SALARIES-TEMPORARY	21,374.50	0.00	0.00	0.00	0.00	0.00	
101-306-709.000	SALARIES-OVERTIME	157.76	0.00	0.00	0.00	0.00	0.00	
101-306-711.000	HOLIDAY PAY	3,156.86	0.00	0.00	0.00	0.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-306-715.000	SOCIAL SECURITY	2,627.67	0.00	0.00	0.00	0.00	0.00	
101-306-716.000	GROUP INSURANCE	35,915.05	0.00	0.00	0.00	0.00	0.00	
101-306-718.000	PENSION	439.36	0.00	0.00	0.00	0.00	0.00	
101-306-727.000	OFFICE SUPPLIES	4,366.89	0.00	0.00	0.00	0.00	0.00	
101-306-740.000	OPERATING SUPPLIES	26,695.90	0.00	0.00	0.00	0.00	0.00	
101-306-776.000	BUILDING MAINT SUPPLIES	2,497.70	0.00	0.00	0.00	0.00	0.00	
101-306-801.000	PROFESSIONAL/CONSULTANT	536,604.54	0.00	0.00	0.00	0.00	0.00	
101-306-804.000	PRISONER MAINTENANCE	33,680.16	0.00	0.00	0.00	0.00	0.00	
101-306-850.000	TELEPHONE	9,294.07	0.00	0.00	0.00	0.00	0.00	
101-306-920.000	UTILITIES	71,563.39	0.00	0.00	0.00	0.00	0.00	
101-306-931.000	BUILDING MAINTENANCE	18,468.59	0.00	0.00	0.00	0.00	0.00	
101-306-933.000	EQUIPMENT MAINTENANCE	40,200.25	0.00	0.00	0.00	0.00	0.00	
Total Dept 306-POLICE OFFICER SERVICES		826,741.81	0.00	0.00	0.00	0.00	0.00	
Dept 310-POLICE INVESTIGATION								
101-310-706.000	SALARIES-PERMANENT	412,916.49	0.00	0.00	0.00	0.00	0.00	
101-310-709.000	SALARIES-OVERTIME	49,634.08	0.00	0.00	0.00	0.00	0.00	
101-310-709.200	COURT OVERTIME	9,770.88	0.00	0.00	0.00	0.00	0.00	
101-310-711.000	HOLIDAY PAY	9,597.63	0.00	0.00	0.00	0.00	0.00	
101-310-712.000	EDUCATION ALLOWANCE	1,700.00	0.00	0.00	0.00	0.00	0.00	
101-310-715.000	SOCIAL SECURITY	6,898.27	0.00	0.00	0.00	0.00	0.00	
101-310-716.000	GROUP INSURANCE	112,758.18	0.00	0.00	0.00	0.00	0.00	
101-310-716.010	EMPLOYEE HEALTH CONTRIBUTION	(19,608.64)	0.00	0.00	0.00	0.00	0.00	
101-310-716.011	EMPLOYEE DENTAL CONTRIBUTION	(3,700.01)	0.00	0.00	0.00	0.00	0.00	
101-310-718.000	PENSION	60,244.95	0.00	0.00	0.00	0.00	0.00	
101-310-722.000	GUN ALLOWANCE	2,533.28	0.00	0.00	0.00	0.00	0.00	
101-310-723.000	EQUIPMENT ALLOWANCE	13,300.00	0.00	0.00	0.00	0.00	0.00	
101-310-740.000	OPERATING SUPPLIES	52.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 310-POLICE INVESTIGATION		656,097.11	0.00	0.00	0.00	0.00	0.00	
Dept 315-POLICE PATROL								
101-315-706.000	SALARIES-PERMANENT	937,284.09	0.00	0.00	0.00	0.00	0.00	
101-315-706.200	SALARY-DRUG FORF. REIMBURSE	(78,620.00)	0.00	0.00	0.00	0.00	0.00	
101-315-709.000	SALARIES-OVERTIME	207,255.67	0.00	0.00	0.00	0.00	0.00	
101-315-709.200	COURT OVERTIME	28,922.88	0.00	0.00	0.00	0.00	0.00	
101-315-711.000	HOLIDAY PAY	66,813.64	0.00	0.00	0.00	0.00	0.00	
101-315-712.000	EDUCATION ALLOWANCE	7,712.80	0.00	0.00	0.00	0.00	0.00	
101-315-715.000	SOCIAL SECURITY	17,997.24	0.00	0.00	0.00	0.00	0.00	
101-315-716.000	GROUP INSURANCE	263,477.78	0.00	0.00	0.00	0.00	0.00	
101-315-716.010	EMPLOYEE HEALTH CONTRIBUTION	(39,465.74)	0.00	0.00	0.00	0.00	0.00	
101-315-716.011	EMPLOYEE DENTAL CONTRIBUTION	(5,844.28)	0.00	0.00	0.00	0.00	0.00	
101-315-718.000	PENSION	166,140.41	0.00	0.00	0.00	0.00	0.00	
101-315-722.000	GUN ALLOWANCE	12,768.87	0.00	0.00	0.00	0.00	0.00	
101-315-723.000	EQUIPMENT ALLOWANCE	44,887.50	0.00	0.00	0.00	0.00	0.00	
101-315-761.000	FUEL	75,237.92	0.00	0.00	0.00	0.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-315-935.000	VEHICLE MAINTENANCE & REPAIR	185,023.31	0.00	0.00	0.00	0.00	0.00	
101-315-990.000	LEASE PAYMENTS	62,658.80	0.00	0.00	0.00	0.00	0.00	
Total Dept 315-POLICE PATROL		1,952,250.89	0.00	0.00	0.00	0.00	0.00	
Dept 323-JAG GRANTS								
101-323-977.100	POLICE EQUIPMENT JAG GRANT	23,735.47	0.00	0.00	0.00	0.00	0.00	
Total Dept 323-JAG GRANTS		23,735.47	0.00	0.00	0.00	0.00	0.00	
Dept 325-COMMUNITY ORIENTED POLICING SERVICES								
101-325-722.000	GUN ALLOWANCE	466.62	0.00	0.00	0.00	0.00	0.00	
101-325-723.000	EQUIPMENT ALLOWANCE	2,450.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 325-COMMUNITY ORIENTED POLICING SERVICES		2,916.62	0.00	0.00	0.00	0.00	0.00	
Dept 333-POLICE AUXILIARY								
101-333-920.000	UTILITIES	4,372.62	0.00	0.00	0.00	0.00	0.00	
Total Dept 333-POLICE AUXILIARY		4,372.62	0.00	0.00	0.00	0.00	0.00	
Dept 337-FIRE ADMINISTRATION								
101-337-706.000	SALARIES-PERMANENT	812,541.15	810,000.00	810,000.00	77,899.36	752,700.00	(57,300.00)	[23] [24]
101-337-707.000	SALARIES-TEMPORARY	33,680.15	25,000.00	25,000.00	350.36	25,000.00	0.00	
101-337-708.000	SICK AND VACATION PAYOUT	0.00	0.00	0.00	0.00	34,500.00	34,500.00	[23] [24]
101-337-709.000	SALARIES-OVERTIME	80,605.97	49,000.00	49,000.00	15,707.78	49,000.00	0.00	
101-337-710.000	LONGEVITY & MISC. BENEFITS	1,000.00	2,000.00	2,000.00	0.00	2,000.00	0.00	
101-337-711.000	HOLIDAY PAY	47,658.21	46,000.00	46,000.00	0.00	0.00	0.00	
101-337-715.000	SOCIAL SECURITY	17,252.74	13,500.00	13,500.00	1,796.03	38,400.00	(7,600.00)	[23] [24]
101-337-716.000	GROUP INSURANCE	141,824.82	202,500.00	202,500.00	9,652.06	17,610.00	4,110.00	[23] [24]
101-337-716.011	EMPLOYEE HEALTH CONTRIBUTION	(38,668.83)	(40,500.00)	(40,500.00)	(3,959.39)	175,500.00	(27,000.00)	[24]
101-337-718.000	EMPLOYEE DENTAL CONTRIBUTION	(3,622.34)	0.00	0.00	(731.41)	(35,100.00)	5,400.00	[24]
101-337-721.000	PENSION	142,848.76	115,000.00	115,000.00	9,327.30	103,500.00	0.00	
101-337-723.677	CLOTHING ALLOWANCE	38,125.00	40,000.00	40,000.00	0.00	33,400.00	(6,600.00)	[16] [23] [24]
101-337-727.000	ADVANCE LIFE SUPPORT	75,558.55	62,500.00	62,500.00	0.00	62,500.00	0.00	
101-337-740.000	OFFICE SUPPLIES	3,257.51	4,500.00	4,500.00	0.00	4,500.00	0.00	
101-337-740.338	OPERATING SUPPLIES	10,645.70	38,200.00	38,200.00	(202.38)	38,200.00	0.00	
101-337-741.010	SUP. COMMUNITY EMERGENCY RES	400.00	3,000.00	3,000.00	0.00	3,000.00	0.00	
101-337-742.000	SUPPLIES - FIRE HOSE	0.00	3,000.00	3,000.00	0.00	3,000.00	0.00	
101-337-760.000	SMALL TOOLS & EQUIPMENT	89.00	13,600.00	13,600.00	0.00	13,600.00	0.00	
101-337-761.000	MEDICAL SUPPLIES	22,915.24	45,000.00	45,000.00	261.78	45,000.00	0.00	
101-337-776.000	FUEL	26,674.15	45,000.00	45,000.00	5,921.94	45,000.00	0.00	
101-337-778.000	BUILDING MAINT SUPPLIES	(741.32)	6,400.00	6,400.00	0.00	6,400.00	0.00	
101-337-801.000	EQUIPMENT MAINT SUPPLIES	1,129.75	2,000.00	2,000.00	0.00	2,000.00	0.00	
101-337-900.000	PROFESSIONAL/CONSULTANT	6,356.60	19,000.00	19,000.00	0.00	68,000.00	49,000.00	[23]
101-337-920.000	PRINTING & ADVERTISING	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-337-931.000	UTILITIES	20,217.77	40,000.00	40,000.00	0.00	40,000.00	0.00	
101-337-933.000	BUILDING MAINTENANCE	5,586.69	13,600.00	13,600.00	0.00	13,600.00	0.00	
	EQUIPMENT MAINTENANCE	4,941.89	5,500.00	5,500.00	0.00	5,500.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-337-935.000	VEHICLE MAINTENANCE & REPAIR	43,951.69	80,000.00	80,000.00	160.00	80,000.00	0.00	
101-337-958.000	SUBSCRIPTIONS/MEMBERSHIPS	41.24	1,500.00	1,500.00	0.00	1,500.00	0.00	
101-337-977.000	EQUIPMENT	0.00	1,200.00	1,200.00	0.00	1,200.00	0.00	
101-337-990.000	LEASE PAYMENTS	26,777.46	26,800.00	26,800.00	0.00	26,800.00	0.00	
Total Dept 337-FIRE ADMINISTRATION		1,521,047.55	1,674,300.00	1,674,300.00	153,211.63	1,657,310.00	(16,990.00)	
Dept 371-STRUCTURAL & SAFETY								
101-371-706.000	SALARIES-PERMANENT	37,520.33	30,000.00	30,000.00	1,574.63	30,000.00	0.00	
101-371-707.000	SALARIES-TEMPORARY	56,939.37	60,000.00	60,000.00	5,674.98	60,000.00	0.00	
101-371-710.000	LONGEVITY & MISC. BENEFITS	0.00	650.00	650.00	0.00	650.00	0.00	
101-371-715.000	SOCIAL SECURITY	7,099.04	6,300.00	6,300.00	545.06	6,300.00	0.00	
101-371-716.000	GROUP INSURANCE	18,439.25	13,500.00	13,500.00	804.33	13,500.00	0.00	
101-371-716.010	EMPLOYEE HEALTH CONTRIBUTION	(1,494.01)	(2,700.00)	(2,700.00)	(116.77)	(2,700.00)	0.00	
101-371-716.011	EMPLOYEE DENTAL CONTRIBUTION	(109.68)	0.00	0.00	0.00	0.00	0.00	
101-371-718.000	PENSION	6,298.31	6,200.00	6,200.00	472.41	6,200.00	0.00	
101-371-727.000	OFFICE SUPPLIES	(0.01)	500.00	500.00	0.00	500.00	0.00	
101-371-740.000	OPERATING SUPPLIES	477.00	500.00	500.00	0.00	500.00	0.00	
101-371-801.000	PROFESSIONAL/CONSULTANT	1,229.41	0.00	0.00	0.00	0.00	0.00	
101-371-850.000	TELEPHONE	1,526.24	750.00	750.00	0.00	0.00	0.00	
101-371-933.000	EQUIPMENT MAINTENANCE	0.00	500.00	500.00	0.00	500.00	0.00	
101-371-960.000	EDUCATION/TRAINING	0.00	500.00	500.00	0.00	500.00	0.00	
101-371-964.000	REFUNDS & REBATES	500.00	0.00	0.00	0.00	500.00	0.00	
Total Dept 371-STRUCTURAL & SAFETY		128,425.25	116,700.00	116,700.00	8,954.64	115,950.00	(750.00)	
Dept 373-CODE ENFORCEMENT								
101-373-706.000	SALARIES-PERMANENT	33,473.27	29,000.00	29,000.00	2,826.52	29,000.00	0.00	
101-373-709.000	SALARIES-OVERTIME	0.00	0.00	0.00	6.33	0.00	0.00	
101-373-710.000	LONGEVITY & MISC. BENEFITS	0.00	400.00	400.00	0.00	400.00	0.00	
101-373-715.000	SOCIAL SECURITY	2,486.45	2,200.00	2,200.00	216.70	2,200.00	0.00	
101-373-716.000	GROUP INSURANCE	11,321.36	13,500.00	13,500.00	804.33	13,500.00	0.00	
101-373-716.010	EMPLOYEE HEALTH CONTRIBUTION	(1,570.90)	(2,700.00)	(2,700.00)	0.00	(2,700.00)	0.00	
101-373-718.000	PENSION	6,986.70	6,400.00	6,400.00	514.49	6,400.00	0.00	
101-373-721.000	CLOTHING ALLOWANCE	600.00	600.00	600.00	0.00	600.00	0.00	
101-373-727.000	OFFICE SUPPLIES	0.00	200.00	200.00	0.00	200.00	0.00	
101-373-761.000	FUEL	4,903.44	6,000.00	6,000.00	0.00	6,000.00	0.00	
101-373-801.000	PROFESSIONAL/CONSULTANT	2,535.00	0.00	0.00	0.00	0.00	0.00	
101-373-801.001	PROF/CONSULT BUREAU	456.00	5,000.00	5,000.00	(422.50)	5,000.00	0.00	
101-373-809.000	MICHIGAN TRANSMITTAL FEE	660.00	0.00	0.00	0.00	0.00	0.00	
101-373-990.000	LEASE PAYMENTS	19,098.40	19,100.00	19,100.00	0.00	19,100.00	0.00	
Total Dept 373-CODE ENFORCEMENT		80,949.72	79,700.00	79,700.00	3,945.87	79,700.00	0.00	
Dept 441-DEPARTMENT OF PUBLIC WORKS								
101-441-706.000	SALARIES-PERMANENT	123,451.67	120,000.00	120,000.00	1,135.27	42,000.00	(78,000.00)	[22]
101-441-707.000	SALARIES-TEMPORARY	2,914.33	0.00	0.00	0.00	0.00	0.00	
101-441-709.000	SALARIES-OVERTIME	5,042.77	0.00	0.00	0.00	0.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-441-708.000	SICK AND VACATION PAYOUT	0.00	0.00	0.00	0.00	21,700.00	21,700.00	[22]
101-441-710.000	LONGEVITY & MISC. BENEFITS	495.00	1,950.00	1,950.00	0.00	650.00	(1,300.00)	[22]
101-441-715.000	SOCIAL SECURITY	9,635.72	9,500.00	9,500.00	77.42	0.00	(6,030.00)	[22]
101-441-716.000	GROUP INSURANCE	28,715.32	40,500.00	40,500.00	2,413.06	13,500.00	(27,000.00)	[22]
101-441-716.010	EMPLOYEE HEALTH CONTRIBUTION	(9,534.27)	(8,100.00)	(8,100.00)	(122.91)	(2,700.00)	5,400.00	[22]
101-441-716.011	DENTAL INSURANCE	(1,193.24)	0.00	0.00	0.00	0.00	0.00	[22]
101-441-718.000	PENSION	20,134.17	28,000.00	28,000.00	274.14	10,300.00	(17,700.00)	[22]
101-441-721.000	CLOTHING ALLOWANCE	283.15	1,800.00	1,800.00	0.00	600.00	(1,200.00)	[22]
101-441-740.000	OPERATING SUPPLIES	1,754.20	1,600.00	1,600.00	0.00	1,600.00	0.00	
101-441-740.103	SUPPLIES - SPRING CLEAN UP	0.00	0.00	0.00	0.00	0.00	0.00	
101-441-761.000	FUEL	6,633.51	8,000.00	8,000.00	0.00	8,000.00	0.00	
101-441-813.000	WEED CUTTING	2,216.00	14,510.00	14,510.00	4,114.00	14,510.00	0.00	
101-441-815.000	BOARD UPS / CLEAN UPS	1,719.26	2,000.00	2,000.00	0.00	2,000.00	0.00	
101-441-850.000	TELEPHONE	1,424.81	2,500.00	2,500.00	0.00	0.00	(2,500.00)	[7]
101-441-920.000	UTILITIES	40,320.05	54,000.00	54,000.00	1,207.68	54,000.00	0.00	
101-441-926.000	STREET LIGHTING	507,226.54	561,000.00	561,000.00	0.00	561,000.00	0.00	
101-441-931.000	BUILDING MAINTENANCE	1,798.08	1,500.00	1,500.00	0.00	1,500.00	0.00	
101-441-933.000	EQUIPMENT MAINTENANCE	1,137.90	1,200.00	1,200.00	0.00	1,200.00	0.00	
101-441-935.000	VEHICLE MAINTENANCE & REPAIR	992.80	0.00	0.00	0.00	0.00	0.00	
101-441-958.000	SUBSCRIPTIONS/MEMBERSHIPS	160.00	0.00	0.00	0.00	0.00	0.00	
101-441-990.000	LEASE PAYMENTS	23,848.32	0.00	0.00	0.00	0.00	0.00	
Total Dept 441-DEPARTMENT OF PUBLIC WORKS		769,176.09	839,960.00	839,960.00	9,098.66	733,330.00	(106,630.00)	
Dept 443-DPS PARK MAINTENANCE								
101-443-706.000	SALARIES-PERMANENT	1,406.63	0.00	0.00	0.00	0.00	0.00	
101-443-715.000	SOCIAL SECURITY	107.62	0.00	0.00	0.00	0.00	0.00	
Total Dept 443-DPS PARK MAINTENANCE		1,514.25	0.00	0.00	0.00	0.00	0.00	
Dept 721-PLANNING								
101-721-706.000	SALARIES-PERMANENT	142,295.56	96,000.00	96,000.00	10,592.85	61,000.00	(35,000.00)	[21]
101-721-706.100	SALARY-GRANT REIMBURSEMENT	(29,955.41)	(61,170.00)	(61,170.00)	0.00	(61,170.00)	0.00	
101-721-706.729	SALARIES-NSP ADMIN	(7,223.05)	0.00	0.00	0.00	0.00	0.00	
101-721-707.000	SALARIES-TEMPORARY	0.00	1,000.00	1,000.00	0.00	1,000.00	0.00	
101-721-708.000	SICK AND VACATION PAYOUT	0.00	0.00	0.00	0.00	10,200.00	10,200.00	[21]
101-721-709.000	SALARIES-OVERTIME	2,001.19	2,000.00	2,000.00	193.73	2,000.00	0.00	
101-721-710.000	LONGEVITY & MISC. BENEFITS	290.00	700.00	700.00	0.00	700.00	0.00	
101-721-715.000	SOCIAL SECURITY	10,641.93	7,500.00	7,500.00	744.26	4,900.00	(2,600.00)	[21]
101-721-716.000	GROUP INSURANCE	34,289.52	27,000.00	27,000.00	2,413.02	18,000.00	(9,000.00)	[21]
101-721-716.010	EMPLOYEE HEALTH CONTRIBUTION	(3,894.70)	(5,400.00)	(5,400.00)	(890.09)	(3,600.00)	1,800.00	[21]
101-721-716.011	EMPLOYEE DENTAL CONTRIBUTION	(880.93)	0.00	0.00	(151.02)	0.00	0.00	
101-721-718.000	PENSION	6,838.87	0.00	0.00	0.00	0.00	0.00	
101-721-727.000	OFFICE SUPPLIES	3,028.50	2,500.00	2,500.00	0.00	2,500.00	0.00	
101-721-801.000	PROFESSIONAL/CONSULTANT	(6,337.71)	10,000.00	10,000.00	0.00	10,000.00	0.00	
101-721-801.201	2010 CENSUS	0.00	0.00	0.00	0.00	0.00	0.00	
101-721-806.100	CITY OWNED PROPERTY MAINTEN	6,977.87	2,500.00	2,500.00	245.00	2,500.00	0.00	

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
101-721-870.000	PERSONAL VEHICLE MILEAGE	337.15	0.00	0.00	0.00	0.00	0.00	
101-721-900.000	PRINTING & ADVERTISING	1,286.42	2,000.00	2,000.00	0.00	2,000.00	0.00	
101-721-958.000	SUBSCRIPTIONS/MEMBERSHIPS	300.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 721-PLANNING		159,995.21	84,630.00	84,630.00	13,147.75	50,030.00	(34,600.00)	
Dept 729-NEIGHBORHOOD STABILIZATION PROGRAM								
101-729-706.729	SALARIES-NSP ADMIN	7,223.05	0.00	0.00	0.00	0.00	0.00	
101-729-801.000	PROFESSIONAL/CONSULTANT	148,538.80	0.00	0.00	0.00	0.00	0.00	
Total Dept 729-NEIGHBORHOOD STABILIZATION PROGRAM		155,761.85	0.00	0.00	0.00	0.00	0.00	
Dept 790-LIBRARY								
101-790-740.000	OPERATING SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00	
101-790-801.000	PROFESSIONAL/CONSULTANT	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 790-LIBRARY		0.00	0.00	0.00	0.00	0.00	0.00	
Dept 906-DEBT SERVICE								
101-906-995.000	INTEREST EXPENSE	3,000.00	3,000.00	3,000.00	0.00	3,000.00	0.00	
Total Dept 906-DEBT SERVICE		3,000.00	3,000.00	3,000.00	0.00	3,000.00	0.00	
Dept 941-INSURANCE								
101-941-716.000	GROUP INSURANCE	0.00	0.00	0.00	0.00	20,000.00	20,000.00 [20]	
101-941-716.100	RETIRES HEALTH & LIFE INSURANCE	968,944.99	1,040,000.00	1,040,000.00	78,324.92	741,150.00	(298,850.00) [11]	
101-941-718.000	PENSION	152,977.17	0.00	0.00	0.00	0.00	0.00	
101-941-718.001	PENSION - PRUDENTIAL PREFUNDII	120,863.35	0.00	0.00	0.00	144,000.00	144,000.00 [4], [22]	
101-941-719.000	RETIRES PENSION BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00	
Total Dept 941-INSURANCE		1,242,785.51	1,040,000.00	1,040,000.00	78,324.92	905,150.00	(134,850.00)	
Dept 999-INTER FUND TRANSFERS								
101-999-999.243	TRANSFER OUT-BROWNFIELD	280,438.62	300,240.00	300,240.00	50,040.00	300,240.00	0.00	
101-999-999.266	TRANSFER OUT MISC. GRANTS	2,626.63	15,000.00	15,000.00	0.00	15,000.00	0.00	
Total Dept 999-INTER FUND TRANSFERS		283,065.25	315,240.00	315,240.00	50,040.00	315,240.00	0.00	
TOTAL Expenditures		12,644,912.14	11,452,610.00	11,452,610.00	1,045,468.56	11,464,260.00	11,650.00	
Fund 101:								
TOTAL REVENUES		13,074,415.08	12,489,465.00	12,489,465.00	669,108.10	13,006,795.00	517,330.00	
TOTAL EXPENDITURES		12,644,912.14	11,452,610.00	11,452,610.00	1,045,468.56	11,464,260.00	11,650.00	
NET OF REVENUES/EXPENDITURES - 2012-13		429,502.94	1,036,855.00	1,036,855.00	(376,360.46)	1,542,535.00	505,680.00	
NET OF REVENUES & EXPENDITURES								

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment	TM
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Tickmark Legend:

- [1] - Increase to reflect a one-time receipt of \$10k for prior year activity.
- [2] - Add Community Service budget as proposed by 22nd District Court.
- [3] - Increase reflects adjusted FY 2013-2014 estimated revenue sharing payments per SOM.
- [4] - Increase to reflect actual expected pre-funding for current retirees.
- [5] - Adjustments relate to the original budget including a furlough day for the Clerk, which is not the case for the current FY. Also includes updating the hourly wage change for an employee (hourly rate determined was different from the amount budgeted). Also includes savings related to changing one full-time position to part-time effective 11/1/13.
- [6] - Decrease to show no City pension contribution to this department.
- [7] - Reclass all telephone expenses to the GF's IT department.
- \$21,550 is reclass within departments of the GF.
- \$25,920 is a reclass from other funds.
- [8] - Changes reflect the City Manager's contract.
- [9] - Amendment of \$60,000 reflects estimated comp. time (for FT officers) to be earned and paid (quarterly for EE's whose bank exceeds 100 hours) out during FY. Additional comp. time earned (banks 100 hours and less) can also be paid out as requested and approved. These unknown payouts are not included in the budget.
- [10] - Amendment of \$100,000 reflects the loss in budget savings as a result of the police department being staffed by all FT employees. The original budget included savings with 12 employees in this department being switched to PT. This amendment includes the change taking place on November 1 with savings lost only through October. These costs would be allocated amount salaries and other fringes but are shown in this amendment on the department level only.
- [11] - Original budget included savings as a result of increasing retiree health care contributions to 33.3% in FY 2014. This program would have increased the retiree health care contributions to 50% for all retirees by FY 2016. The City's administration has instead concluded to implement a tiered defined contribution strategy for the funding of retiree health care. This program will involve a monthly stipend to retirees who will then purchase their own health care on the Michigan Health Care Insurance Exchange. This program will be implemented beginning 1/1/14 - the earliest date enrollment in the exchange's plans is possible. The City will continue to provide dental, vision and life insurance to retirees at a 100% to the retiree.
- [12] - Reflects actual land banks captures currently taken and paid to the SOM and Wayne County.
- [13] - Reduce based on final GF capture based on taxable value for district.
- [14] - Increase revenues for miscellaneous receivable totals rolled to taxes 12/1/13.
- [15] - Reflects additional services provided in addition to contract for a total of \$15k/ month through Sept. and proposed contract reduction of \$12,500 from Oct. through June.
- [16] - Increase PF pension to actuarial valuation supported City contribution of 15.63%.
- [17] - Payouts estimated for potential retirees related to the transition to a 2-tiered police force.
- [18] - Decrease chargebacks due to tax year 2012 final calculations coming in lower than budgeted for tax year 2013.
- [19] - Reduce to reflect actual FY 2014 insurance premiums of \$300k plus minimal additional insurance coverage.
- [20] - Estimated cost of ICMA health savings account for active and eligible employees. This amount is the expected cost to catch-up contributions through FY 2014.
- [21] - Relates to reduction of EDC Director/ Planning and Building department head position effective 11/1/13.
- [22] - Relates to reduction of 3 GF DPW FTEs effective 11/1/13. Also note the increase in the expected Prudential pre-funding expense for the retiree benefits.
- [23] - Relates to reduction of the Fire Chief effective 11/1/13. Also note the increase in professional service costs within the Fire Department. This additional \$49k will be paid to the City of Westland Fire Department for the shared Fire Chief's services.
- [24] - Relates to 3 full-time Fire FTEs changed to part-time effective 11/1/13.

08/15/2013

REVENUE AND EXPENDITURE REPORT FOR CITY OF INKSTER
PERIOD ENDING 08/31/2013

GL NUMBER	DESCRIPTION	END BALANCE 06/30/2013	2013-14 ORIGINAL BUDGET	2013-14 AMENDED BUDGET	YTD BALANCE 08/31/2013	2013-14 Proposed Amended Budget	2013-14 Proposed Budget Amendment
Fund 226 - GARBAGE AND RUBBISH COLLECTION FUND							
Revenues							
Dept 000							
226-000-403 000	PROPERTY TAXES-CURRENT	809,088.90	760,000.00	760,000.00	32,346.89	760,000.00	0.00
226-000-403 050	PROPERTY TAXES-NEZ	789.19	0.00	0.00	0.00	0.00	0.00
226-000-403 200	PROPERTY TAXES-LAND BANK CAP	(557.73)	(5,000.00)	(5,000.00)	0.00	(5,000.00)	0.00
226-000-403 243	BROWNFIELD CAPTURE	(4,997.02)	(4,430.00)	(4,430.00)	0.00	(4,430.00)	0.00
226-000-403 247	TIFA CAPTURE	(31,972.68)	(30,670.00)	(30,670.00)	0.00	(26,600.00)	4,070.00 [1]
226-000-410 000	PROPERTY TAXES-CY DPPT COLLE	1,618.27	0.00	0.00	0.00	0.00	0.00
226-000-411 000	WAYNE COUNTY DELINQUENT	(137,150.16)	(150,000.00)	(150,000.00)	0.00	(150,000.00)	0.00
226-000-420 000	PROPERTY TAXES-CY DPPT WRITE	(1,954.99)	(2,500.00)	(2,500.00)	0.00	(2,500.00)	0.00
226-000-612 000	RUBBISH FEE	715,360.00	799,520.00	799,520.00	0.00	860,000.00	60,480.00 [2]
Total Dept 000		1,350,223.78	1,366,920.00	1,366,920.00	32,346.89	1,431,470.00	64,550.00
TOTAL Revenues		1,350,223.78	1,366,920.00	1,366,920.00	32,346.89	1,431,470.00	64,550.00
Expenditures							
Dept 521-SANITATION							
226-521-810 000	CONTRACT RUBBISH	857,522.88	870,000.00	870,000.00	0.00	958,000.00	88,000.00 [2]
226-521-811 000	INCINERATOR	262,209.87	300,000.00	300,000.00	0.00	300,000.00	0.00
226-521-965.101	ADMINISTRATIVE SERVICES - GENE	75,000.00	125,000.00	125,000.00	20,840.00	125,000.00	0.00
Total Dept 521-SANITATION		1,194,732.75	1,295,000.00	1,295,000.00	20,840.00	1,383,000.00	88,000.00
TOTAL Expenditures		1,194,732.75	1,295,000.00	1,295,000.00	20,840.00	1,383,000.00	88,000.00
Fund 226:							
TOTAL REVENUES		1,350,223.78	1,366,920.00	1,366,920.00	32,346.89	1,431,470.00	64,550.00
TOTAL EXPENDITURES		1,194,732.75	1,295,000.00	1,295,000.00	20,840.00	1,383,000.00	88,000.00
NET OF REVENUES/EXPENDITURES - 2012-13					155,491.03		
NET OF REVENUES & EXPENDITURES		155,491.03	71,920.00	71,920.00	11,506.89	48,470.00	(23,450.00)
BEG. FUND BALANCE		(303,877.00)	(303,877.00)	(303,877.00)	(303,877.00)		
END FUND BALANCE		(148,385.97)	(231,957.00)	(231,957.00)	(136,879.08)		

[1] - Reduce based on final capture based on taxable value for district.

[2] - Adjust to reflect increase in services provided (additional yard waste pickup) and additional surcharge of \$10.81 per account.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: October 23, 2013

From: Jerome Bivins, Deputy Director Date for Council Consideration: November 4, 2013 RM/KS

ACTION REQUESTED: Consider authorizing DPS to purchase a power washer from NAPA AUTO PARTS for \$2,759.00. Budgeted funds from account# 101-441-933-000 (Equipment Maintenance)

Current Action X Emergency Future

Funds Budgeted: If Yes X Account # 101-441-933-000 No N/A

Treasurer's Approval *M. A. Hall*

BACKGROUND:

BACKGROUND:

The power washer that we currently have is at least 20 years old. Years of use and the wear and tear on the unit has given way to mechanical failure. Given the age of this unit, replacement parts are not available. DPS is requesting this body to approve the purchase of a new unit. The power washer aids this department in maintenance cleaning of our heavy duty vehicles that are used on a daily basis (i.e. keeping the interior and exterior clean from debris, dirt, and foreign objects that are picked up. The following quotes were received:

1.	Zep Manufacturing	\$3,353.43
2.	Power Cleaning Systems	\$2,950.00
3.	NAPA Auto Parts	\$2,759.00

SCOPE OF SERVICES:

SCOPE OF SERVICES:
To enhance our cleaning maintenance of vehicles by power washing debris, dirt and foreign objects off our vehicles.

JUSTIFICATION:

JUSTIFICATION:
This will help reduce repair work that may be caused by the accumulation of (i.e. debris, dirt and foreign objects such as tar and rocks). By routinely power washing our vehicles eliminating debris, dirt and foreign substance from accumulating on the interior and exterior of our vehicles.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

\$2,759.00

PROJECT TIME TABLE:

Upon approval by Council, two to three weeks

RESOLUTION:

RESOLUTION:
Authorization is hereby DPS to purchase a power washer from NAPA AUTO PARTS for \$2,759.00.
Budgeted funds from account#101-441-933-000 (Equipment Maintenance)

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Hot Water Pressure Washers

ELECTRIC MODELS 1600-2V # N83901

2000-3V # N83801

2000-4V # 825701

3200-4V # N83701



SPECIFICATIONS

	1600-2V	2000-3V	2000-4V	3200-4V
Pressure	1600 PSI	2000 PSI	2000 PSI	3200 PSI
Flow Rate	2.0 GPM	3.0 GPM	3.8 GPM	3.6 GPM
Motor Horsepower	2.3 HP	4.0 HP	5.0 HP	8.0 HP
Voltage	115V	230V	230V	230V
Phase	1 PH	1 PH	1 PH	1 PH
Current (Amps)	20 amps	20 amps	25 amps	36 amps
Burner Type	Vertical – Oil Fired	Vertical – Oil Fired	Vertical – Oil Fired	Vertical – Oil Fired
High Temp. Cut-Off	225° High Limit	225° High Limit	225° High Limit	225° High Limit
Safety Relief Valve	Standard	Standard	Standard	Standard
Drive System	Belt	Belt	Belt	Belt
Soap Control	¼" metering valve (upstream injection)	¼" metering valve (upstream injection)	¼" metering valve (upstream injection)	¼" metering valve (upstream injection)
Gun Type	Trigger Control	Trigger Control	Trigger Control	Trigger Control
Hose	3/8" x 50'	3/8" x 50'	3/8" x 50'	3/8" x 50'
Frame / Carriage	4 wheel portable	4 wheel portable	4 wheel portable	4 wheel portable
Size (L x W X H)	43" x 27" x 39"	43" x 27" x 39"	43" x 27" x 40"	43" x 27" x 40"
Weight	420 lbs.	420 lbs.	545 lbs.	730 lbs.

AVAILABLE ACCESSORIES

Manual Hose Reel

Adjustable Time Delay Shutdown

Non-marking extension hose w/ quick disconnects 3/8" x 50'

Steam Combustion Kit

Rotary Nozzle

Hour Meter

Downstream Chemical Injector

Zep Sales & Service
 15708 Industrial Parkway
 Cleveland, OH 44135
 Phone: 877-IBUY-ZEP
 Fax: 216-267-4763
 Email: CustomerService-Midwest@zep.com



Quotation
 Quotation Date 09/11/2013

Page 1 of 1

Any questions? Please call us at 1-877-IBUY ZEP or visit us at Zep.com

Customer

Inkster City of Accts Payable
 2121 Inkster Rd
 Inkster MI 48141-1865

Ship-To

Inkster City of Dept of Public Svc
 26900 Princeton St
 Inkster MI 48141-2314

Customer Account #		Sales Representative						
11121735		Gayle Adams						
Ordered By			Routed Via			Freight Term	Quote Date	Expire Date
			FEDEXPRESS WEST			EXW (Ex Works)	09/11/2013	11/10/2013
Product #	Ordered Qty	UoM	Extended Qty	Price / Measure USD	Product Description			Extended Amt USD
N83801	1	EA	1	\$3,324.43/EA	Zep Model 2000-3v			\$3,324.43
Merchandise Amount		Est. Shipping		Tax %	Total Tax Amt	Terms		Quote Total
\$3,324.43		\$28.58		0.00%	\$0.00	Net 30		\$3,353.01
This quotation is subject to the seller's standard terms and conditions of sale, which are posted at: http://www.zepinc.com/ServicesSolutions.html All quotations are subject to approval by Sales Management.								

DEL B4 11:30/AFTR 1:00 BACK GARAGE



August 9, 2013

Darryl Davis
City of Inkster
313-701-4076

POWER WASHER QUOTE
Standard Premium washers
3gpm @ 2000 psi 230v 1ph

Alkota
320x4

\$2950.00 (publ price \$4999.00)

3gpm @ 2000psi
4hp 230v 1ph
Belt Drive General Pump-triplex
Stnls Steel float tank w/ hi Psi soap injection
Racor Fuel water separator
8 gal fuel tank
10:" wheels (4) "X 4 series"
Trigger gun with 36" lance
50 ft high pressure hose
1 - quick connect nozzles
6ft cordw/ molded plug
UL 1776 approved

+ in bound freight
\$175

Alkota
3202E

\$2825.00 (publ price \$4797.00)

3gpm @ 2000psi
4hp 230v 1ph
Belt Drive General Pump-triplex
Stnls Steel float tank w/ hi Psi soap injection
Racor Fuel water separator
8 gal fuel tank
10:" wheels (2) "cleaning crew"
Trigger gun with 36" lance
50 ft high pressure hose
1 - quick connect nozzles
6ft cordw/ molded plug
UL 1776 approved

+ in bound freight
\$175.00

29291 Wall Street

Wixom MI 48393

Ph 248-347-7727

Fx 248-347-7611

Four Wheel Series



OLD VALUES. NEW IDEAS.



Easy mobility
with the powerful
new four wheel
oil fired series.

10/09/13 01:21 PM

P A R T I M A G E

Page 1

Part: 81GT320 Line: NAC Desc: PRESSURE WASHER



Pressure Washer - Front View

*** End of Report ***

10/09/13 01:21 PM

P A R T A T T R I B U T E S

Page 1

Part: 81GT320 Line: NAC Desc: PRESSURE WASHER

Attribute	Value
Manufacturer:	Alkota Cleaning Systems, Inc
Pump Type:	Ceramic Triplex Plunger Pump
GPM Flow:	3 gpm
Fuel Type:	Diesel / Kerosene / Home Heating Oil
Gas / Electric:	Electric
Electric Motor Type:	4 hp, 230 Volt, 1 Phase
Engine HP Rating:	4 hp
Portable:	Yes
Nozzle Type:	(4) Quick Change Nozzles
Product Features:	GEYSER GT Portable Electric Hot Water Pressure Washer, 42" Dual Lance Wand, Heavy Duty Steel Frame, Downstream Chemical / Deterg
Hose Length:	50'
Dimensions:	40" L x 30" W x 42" H
Weight:	440 lbs
Contents:	4 Wheel Hot Water Pressure Washer - Electric
Voltage:	230 Volt AC
Maximum PSI:	2000 psi
Type:	Hot Water
Drive Type:	Direct
Series:	GEYSER GT Portable Hot Water Pressure Washers
AMP Draw:	19 Amp
Units of Cleaning Power:	6000

*** End of Report ***

* * Q U O T E * *

Page 1 of 1

NAPA AUTO PARTS
30550 ECORSE ROAD
REF BY VER BY
ROMULUS, MI 48174

ACCT #

SOLD TO

DATE

TIME

1620

CITY OF INKSTER/DPS

10/09/2013

13:22

SR #

ATTN: JEROME
26900 PRINCETON ST
INKSTER, MI 48141-2314

STORE #

EMP #

10

100005002

21 Joe

PART NUMBER

LN

DESCRIPTION

QUANTITY

LIST

PRICE

TOTAL

81GT320

Above Item on Sale

NAC

PRESSURE WASHER

1.00

6,839.43

2759.0000

2,759.00

TOTAL ----->

2,759.00

*** Plus Applicable Taxes. ***
*** Prices Subject to Change Without Notice. ***

* * THIS IS NOT AN INVOICE * *

REQUEST FOR COUNCIL ACTION

To: Richard Marsh - City Manager

Date: October 22, 2013

From: Denise M. Champagne – Senior Services

Date for Council Consideration: 11-4-13 *pink*

ACTION REQUESTED: : Consider approval of transferring the City of Inkster's Municipal (\$24,966) and Community Credits (\$34,139) from SMART to Nankin Transit Commission to continue operation of the senior and disabled transportation services currently provided under the Interlocal Agreement for FY2014 (July 1, 2013-June 30, 2014).

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # ☐ No ☐ N/A ☒

Treasurer's Approval ☐

BACKGROUND:

Nankin Transit Commission has been providing curb-to-curb transportation services for seniors and disabled individuals residing in Inkster since July 1, 1987. These services are operated through a Interlocal Agreement that currently covers residents in Garden City, Inkster, Wayne and Westland. (Canton Township opted out of this agreement in 1995). Nankin is funded by Municipal Credits (State Transportation Funds), Community Credits (SMART Millage) and local contributions from each community. Inkster contributes \$34,000 per year to Nankin Transit Commission.

SCOPE OF SERVICES:

Nankin Transit provides curb-to-curb bus service to senior and disabled residents of Inkster. Services are provided Monday through Friday. This is an appointment based system that requires advance reservations for rides and is based on bus availability at the time of the request. Travel must be within the boundaries of the four communities. They do not provide transportation outside of the service area. Cost each way is currently \$1. (The Board of Commissioners recently increased this fare to \$3 each way, effective 11-1-13.)

JUSTIFICATION:

Based on current statistics provided by Nankin Transit (September 2013 Report), 316 rides were provided to Inkster residents, broken down as follows: Please note that each unit is a one way ride.

Elderly	58 units (19%)
Elderly Disabled	191 units (60%)
Disabled (Non senior)	66 units (21%)
Student	0 units

This service is extremely important to the riders, both disabled and seniors, who depend on Nankin Transit to transport them to medical, work, shopping and social programs allowing them to keep their independence. Nankin provides rides to the disabled population which is not available through our Senior Services Transportation Program whose main focus is medical appointments.

PROJECT IMPROVEMENTS:

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. Revitalize the Michigan Avenue Corridor and the area covered by the DDA
3. Develop a plan to Diversify the tax base to ensure a sustainable budget for Inkster
4. Develop a plan to address the City's current debt and legacy costs
5. Improve and promote the image of Inkster

COSTS:

No additional costs to the City of Inkster in transferring these credits to Nankin Transit Commission.

PROJECT TIME TABLE:

N/A

RESOLUTION:

Authorization is hereby given to

Resolved by _____

Seconded by _____

Yes:

No:

Absent:



Suburban Mobility Authority for Regional Transportation

Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

September 11, 2013

Ms. Denise M. Champagne, Program Director
Senior Services Division of Parks & Recreation
City of Inkster
2000 Inkster Road
Inkster MI 48141

Dear Denise:

Enclosed is the FY 2014 Municipal and Community Credit contract between SMART and the City of Inkster. GOOD NEWS: **The attached contract funding amount is the same as FY'13.** We had previously informed Nankin that the FY '14 Municipal Credit funding was being reduced by 50%. Due to the recent State legislation, FY'14 Municipal Credit funds have been restored to 100%.

In order for Nankin to receive your FY 2014 MC/CC funds, please complete the enclosed contract. Please indicate the dollar amount to be transferred to Nankin. In the previous year, the City of Inkster transferred all MC/CC funds to Nankin to operate your senior transportation program. If you have any questions regarding the operation, Nankin's budget or the attached contract, please contact Irene Owen, interim director of Nankin.

Upon completion, please **mail** all documents to me for final execution. Once the contract has been signed by SMART's General Manager, I will return a fully executed contract to you for your record. As always, please feel free to call me at (313) 461-4519 if you have questions or need my assistance to fill out the contract.

I wish you much success with your community transportation program.

Sincerely,

Melissa V. Hightower
Ombudsperson, Wayne County

Enclosures



MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT for FY - 2014

I, _____, as the _____ of the **City of Inkster** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** (Section 1 below), and **Community Credits** (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 **\$24,966** in **Municipal Credit** funds as follows:

- (a) Transfer to Nankin Transit Commission Funding of: \$ 24,966
TRANSFEREE COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 0
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ 0
(Including Tickets, Shuttle Services/Dial-a-Ride)

Total \$ 24,966

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 projected revenue estimates. 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 funding must be spent by September 30, 2015; 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 **\$34,139** in **Community Credit** funds available as follows:

- (a) Transfer to Nankin Transit Commission Funding of: \$ 34,139
TRANSFEREE COMMUNITY
- (b) Van/Bus Operations At the cost of: \$ 0
(Including Charter and Taxi services)
- (c) Services Purchased from SMART At the cost of: \$ 0
(Including Tickets, Shuttle Services/Dial-a-Ride)
- (d) Capital Purchases At the cost of: \$ 0

Total \$ 34,139

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT

for FY - 2014

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 2014, 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, 2016 unless approval from SMART General Manager is obtained to extend Community Credits for an additional 2 years to allow accrual for major capital projects; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

This agreement shall be binding once signed by both parties.

CITY OF INKSTER

By: _____

Date _____

Its: _____

Suburban Mobility Authority for
Regional Transportation

Date _____

By: _____

John C. Hertel
General Manager

REQUEST FOR COUNCIL ACTION

To: Mayor and Council

Date: October 23, 2013

From: Richard J. Marsh, Jr.

Date for Council's Consideration: November 4, 2013

ACTION REQUESTED: To award to Johnston Lithograph, Inc., for the printing of 8,000 City of Inkster Calendars for the year 2014, in an amount of \$4,440.00 based upon quotes received for this project. This request is to also authorize a contingency amount of no more than \$500.00 if any necessary related composition or design work may be needed. Funding from calendar account # 101.172.900.000 (Printing & Advertising).

Current Action X Emergency Future

Funds Budgeted: Yes _____ No X N/A _____

City Treasurer's Signature _____

BACKGROUND:

The City Administration solicited quotations from seven (7) companies for the publishing of the year 2014 City Calendar. Five (5) quotations were received. The City Calendar Committee reviewed the contents of their quotations and based upon those quotations, recommends that the award be made to Johnston Lithograph, Inc. This request also reflects authorization to establish a contingency amount to allow the flexibility to respond to certain areas of calendar composition.

SCOPE OF SERVICES:

SCOPE OF SERVICES:
Qualified company works closely with City staff in development, layout and all aspects through timely completion of calendar. Ability to have latitude in development and production of product is critical.

JUSTIFICATION:

JUSTIFICATION:
Although Printwell, Inc. provided the lowest quote, their quote was received after the deadline of October 14, 2013. Therefore, the City must choose the vendor with the second lowest quote, which is Johnston Lithograph.

PROJECT IMPROMENTS:

Improve and promote the image of Inkster

Improve external communications/marketing of the City of Inkster to its residents, potential residents and businesses. **Since this is a quote, unanimous approval by City Council is necessary and appreciated.**

COSTS:

\$4,440.00 and no more than \$500.00 contingency if necessary.
It is the City's intent to defray as much of this cost through solicitations.

RESOLUTION:

Motion by _____ Seconded by _____ to award based on quotations received the project of printing 8,000 city calendars for the year 2014, to Johnston Lithograph, Inc., in the amount of \$4,440.00 and allow a contingency amount of no more than \$500.00 if any necessary related composition of design work may be needed.

Funding for this project from the calendar account # 101.172.900.000 (Printing & Advertising)

Yes:

No:

Absent:

Quotation Summary – 2014 City Calendar Printing

Printwell, Inc.....	\$3,992.25	Received after the deadline of 10/14/13
Johnston Lithograph	\$4,440.00	Received on time
Dearborn Lithograph	\$4,668.00	Received on time
Imperial Press.....	\$5,490.58	Received on time
Country Printing & Automated Mailhouse.....	\$9,754.00	Received on time
Messenger Printing Services.....	No response received	
Office Depot.....	No response received	

Tuesday, October 08, 2013



Estimate : 207

Kim Sledge
City of Inkster
Must set up customer number for new work

Phone: 313-563-4234

USA

We are pleased to submit the following quote as requested, based on the specifications provided:

Description:

Calendar
28 pages self cover. 8.5 x 11" upright
70# Gloss Text. 4/4, No bleeds
Digital imposed & Hi-res proof.
Saddle-stitch. Drill 1 hole. Carton pack.
FOB Printwell

Typesetting Changes @ \$65.00 per hour.

We understand that you will be providing:

Hi-res print ready PDF file(s) furnished.

Quantity	8,000
Price	3,992.25

Additional comments:

When we receive your order the quoted price is subject to review for changes in paper pricing, supplied artwork, ink coverage, and the complexity of your order. We expect trouble free PDF files that are print ready unless otherwise noted above. Request for additional proofs may result in additional charges. Quotes exclude weekend or holiday overtime work unless we have a prior agreement in writing. Customers must pay all sales or use taxes imposed by any government or have a text exempt form on file with Printwell. Shipping costs are subject to freight sur-charges. A 3% processing fee will be added to any invoice if a credit card is used for payment.

If you have any questions or need additional information, please feel free to call. Thank you for the opportunity to serve you.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eric Fillip", is written over a horizontal line.

Eric Fillip

REORDER FROM:

STANTON BUSINESS FORMS, INC.-(313) 887-7000

City Manager's Office
26215 Trowbridge
Inkster, MI 48141

Attn: Kim Sledge

Request for Quotation

NUMBER

The above number must appear on all quotations and related correspondence.
THIS IS NOT AN ORDER

DATE	QUOTE NOT LATER THAN	REQUISITION NO.	DATE OF REQUISITION	CHARGEABLE ACCOUNT NUMBER(S)	P. O. NUMBER
9/20/13	10/14/13				
VENDOR			ITEM	SUMMARY OF QUOTATIONS BY QUANTITY	

Dave Pitrowski
Johnston Lithograph, Inc.
11334 Hunt Street
Romulus, MI 48174

DELIVERY REQUIREMENTS	DELIVERY PROMISED	TERMS	F.O.B.	
Delivered	2 weeks	Net 30 Days	Delivered	
ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT

THE CITY OF INKSTER WOULD APPRECIATE YOUR QUOTE
ON THE FOLLOWING:

8,000 CITY OF INKSTER 2014 CALENDARS

.555/Ea. \$4,440

PLEASE SUBMIT YOUR QUOTE USING THE ENCLOSED MODEL
FOR SPECIFICATIONS. PAPER SHOULD BE ENAMEL OR
GLOSSY. YOUR QUOTE SHOULD INCLUDE COST FOR COLOR
PICTURES THROUGHOUT.

THE QUOTED PRICE SHOULD INCLUDE ANY AND ALL TYPE-
SETTING COMPOSITION AND PROOF CHARGES.

ANY QUESTIONS SHALL BE DIRECTED TO KIM SLEDGE,
ADMINISTRATIVE ASSISTANT, MONDAY THROUGH THURSDAY
FROM 10:00 AM E TO 4:00 PM AT (313) 563-4234.

THE CALENDAR WILL BE PRODUCED ON A CD OR AS A PDF
USING MICROSOFT OFFICE PUBLISHER 2007.

QUOTES SHOULD BE SENT TO THE CITY MANAGER'S OFFICE
NO LATER THAN MONDAY, OCTOBER 14, 2013.

THANK YOU. *Page Revisions - If needed* \$40.00 Per Page

Johnston Lithograph

Buyer _____

REASON ORDER PLACED WITH SUCCESSFUL VENDOR

OTHER REASONS

Lowest Price Quality Best Del'y Service Only Source Best Design

☐ ☐ ☐ ☐ ☐ ☐

City Manager's Office
26215 Trowbridge
Inkster, MI 48141

Request for Quotation

NUMBER

The above number must appear on all quotations.
THIS IS NOT AN ORDER.

DATE 9/26/13 QUOTE NOT VALID AFTER 10/14/13 REQUISITION NO. DATE OF COLLECTION CHARGE/CE ACCOUNT NUMBER IS/NO NUMBER

VENDOR

ITEM SUMMARY OF QUOTATIONS BY QUANTITY

Dearborn Lithograph
12380 Globe
Livonia, MI 48150

DELIVERY REQUIREMENTS DELIVERY PROMISED TERMS

NET 30

ITEM QUANTITY

DESCRIPTION

UNIT PRICE

AMOUNT

THE CITY OF INKSTER WOULD LIKE AND APPRECIATE YOUR
QUOTE ON THE FOLLOWING:

8,000 CITY OF INKSTER 11X8 2014 CALENDEARS

0.5835

\$4,668.00

PLEASE SUBMIT YOUR QUOTE USING THE ENCLOSED MODEL
FOR SPECIFICATIONS. PAPER SHOULD BE ENAMEL OR
GLOSSY. YOUR QUOTE SHOULD INCLUDE COST FOR COLOR
PICTURES THROUGHOUT.

THE QUOTED PRICE SHOULD INCLUDE ANY AND ALL TYPE-
SETTING, COMPOSITION AND PROOF CHARGES.

ANY QUESTIONS SHALL BE DIRECTED TO KIM SLEDGE,
ADMINISTRATIVE ASSISTANT, MONDAY THROUGH THURSDAY
FROM 10:00 AM - 4:00 PM at (313) 563-4234.

THE CALENDAR WILL BE PRODUCED ON A CD OR AS A PDF
USING MICROSOFT OFFICE PUBLISHER 2007.

QUOTES SHOULD BE SENT TO THE CITY MANAGER'S OFFICE
NO LATER THAN MONDAY, OCTOBER 14, 2013.

THANK YOU!

Dearborn Lithograph

Buyer

REASON ORDER PLACED WITH SUCCESSFUL VENDOR

OTHER REASONS

Lowest Price Quality Best Delivery Service Only Source Fast Delivery

☐ ☐ ☐ ☐ ☐ ☐

City Manager's Office
26215 Trowbridge
Inkster, MI 48141

Request for Quotation

NUMBER-

The above number must appear on all quotations and related correspondence.
THIS IS NOT AN ORDER

DATE 9/20/13	QUOTE NOT LATER THAN 10/14/13	REQUISITION NO.	DATE OF REQUISITION	CHARGEABLE ACCOUNT NUMBER(S)	P. O. NUMBER
VENDOR		ITEM SUMMARY OF QUOTATIONS BY QUANTITY			

Imperial Press, Inc.
c/o Chuck
36024 W. Michigan Avenue
Wayne, MI 48184

DELIVERY REQUIREMENTS	DELIVERY PROMISED	TERMS	F.O.B.
ITEM QUANTITY	DESCRIPTION		UNIT PRICE AMOUNT

THE CITY OF INKSTER WOULD APPRECIATE YOUR QUOTE
ON THE FOLLOWING:

8,000 CITY OF INKSTER 2014 CALENDARS

PLEASE SUBMIT YOUR QUOTE USING THE ENCLOSED MODEL
FOR SPECIFICATIONS. PAPER SHOULD BE ENAMEL OR
GLOSSY. YOUR QUOTE SHOULD INCLUDE COST FOR COLOR
PICTURES THROUGHOUT.

THE QUOTED PRICE SHOULD INCLUDE ANY AND ALL TYPE-SETTING
COMPOSITION AND PROOF CHARGES.

ANY QUESTIONS SHALL BE DIRECTED TO KIM SLEDGE,
ADMINISTRATIVE ASSISTANT, MONDAY THROUGH THURSDAY
FROM 10:00 AM TO 4:00 PM AT (313) 563-4234.

THE CALENDAR WILL BE PRODUCED ON A CD OR AS A PDF
FILE USING MICROSOFT OFFICE PUBLISHER 2007.

QUOTES SHOULD BE SENT TO THE CITY MANAGER'S
OFFICE NO LATER THAN MONDAY, OCTOBER 14, 2013.

THANK YOU.

Imperial Press

Buyer _____

REASON ORDER PLACED WITH SUCCESSFUL VENDOR

Lowest Price Quality Best Del'y Service Only Source Best Design

☐	☐	☐	☐	☐	☐
--------------------------	--------------------------	--------------------------	--------------------------	--------------------------	--------------------------

OTHER REASONS



IMPERIAL PRESS
PRINTING & MAILING
36024 W. Michigan Ave • Wayne, MI 48184
734-728-5430 • 734-728-3854 Fax
info@imperialpress.net

Estimate

No. **E#5423**

868

Richard J. Marsh, Jr.
City of Inkster
26215 Trowbridge
Inkster MI 48141
Phone: 313-563-4234

Date 10/8/13

Customer P.O. No.

QUANTITY	DESCRIPTION	AMOUNT
8,000	2013 Calender from PDF, 11 x 17 White 80# Flo Gloss, 7 sheets, printed 4 colors front in Cyan, Magenta, Yellow & Black ink, 4 colors back in Cyan, Magenta, Yellow & Black ink Computer Time Impose/Comp Plate Output MDP Saddle Stitch Drilling 1 Hole Text	5,490.58
Sales Rep: Taken by: Account Type: COD Please call us if you have any questions. Thank you!		Wanted: Tue 10/15 2014 Calendar
		SUBTOTAL
		TAX
		SHIPPING
		TOTAL
		5,490.58



COUNTRY PRINTING & AUTOMATED MAILHOUSE

14850 Telegraph Road
Flat Rock Michigan 48134
734-782-4044 734-782-4049
Fax 734-782-1040 country@ili.net

Estimate Number: 3079

Phone: 313-563-4234

10/2/2013

Customer ID: N/A

Kin Sledge

City of Inkster

26215 Trowbridge

Inkster, MI 48140

Customer supplied electronic files ready for standard preflight, trapping, and film output with all elements in place and linked. Any additional work to files will be billed @ \$65.00 per hour. Prices include local pickup and delivery of your orders. This estimate is valid for thirty days from this date. We appreciate the opportunity to provide you with this information. If you have any questions please feel free to call your sales representative or our staff.

Quantities	8000	0	0
Unit Cost:	\$1.21925	\$0	\$0
Unit Cost per 1000:	\$1,219.25	\$0.00	\$0.00
Estimate Price	\$9,754.00	\$0.00	\$0.00

Estimate Specifications

Description: Calendar 2014
Type of Estimate: Booklet
Finished Size: 8.5 x 11
Total Pages in Booklet: 32

Self Cover

Quantities	8000	0	0
Finished Size:	8.5 x 11		
Stock Description:	Meteor No Reference Code, Gloss White, 80#		
Ink Colors Front:	Process Black, Process Cyan, Process Magenta, Process Yellow		
Ink Colors Back:	Process Yellow, Process Cyan, Process Blue, Process Black		
Composition Operation:	Preparation		
Bindery Operations:	Machine booklet binding, Drill 1 round 3/16 inch hole(s)		

Authorized By: _____ Date: _____