

1. Agenda

Documents: [04-07 14 AGENDA.PDF](#)

2. Packet

Documents: [04-07 14 PACKET.PDF](#)



INKSTER CITY COUNCIL

April 7, 2014

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

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 Discussion
3. Public Hearing
4. Public Participation (limit to 3 minutes)
5. 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).
6. Adjournment

April 7, 2014

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
 - A. Inkster Code Enforcement-Gina Triplett & Dawn Wall
 - B. Announcement-Competitive Grant Assistance Program for Police Consolidation.
\$486,754.00 (Richard Marsh) **Pg. 1**
 - C. Announcement-Wayne, Westland, Inkster Fire Department Merger Grant.
\$347,036.00 (Richard Marsh) **Pg. 9**
4. Public Hearing
5. Consent Agenda
 - A. March 17, 2014 Regular Council Meeting Minutes. **Pg 17**
 - B. March 26, 2014 Special City Council Meeting Minutes. **Pg. 20**
6. Boards and Commissions
 - A. Update of current list of appointments to Boards & Commissions. **Pg. 22**
7. Previous Business
8. Ordinance(s)
 - A. Second Reading(s)
9. New Business

A. Discussion/Action: (Mark Stuhldreher) Consider approval of an Investment Policy. **Pg. 29**

B. Discussion/Action: (Jerome Bivins) Consider authorizing the Deputy Director of DPS to make an application to the Wayne County Department of Public Service for necessary annual permits to allow temporary closure of certain Local and County Roads and the attached resolution as part of the requirements of the application. (special events) **Pg. 38**

C. Discussion/Action: (Jerome Bivins) Consider authorizing the Deputy of DPS to make an application to the Wayne County Department of Public Service for necessary annual permits to occupy the Right-of -Way of Wayne County Roads and the attached resolution as part of the requirements of the application. (maintenance) **Pg. 48**

D. Discussion/Action: (Jerome Bivins) Consider authorizing the Deputy of DPS to make an application to the Wayne County Department of Public Service for necessary annual permits to occupy the Right-of- Way of Wayne County Roads and the attached resolution as part of the requirements of the application. (pavement restoration) **Pg. 56**

E. Discussion/Action: (Jerome Bivins) Consider authorizing administration to have a citywide liquidation sale of excessive assets, equipment, and rolling stock.

Pg. 63

F. Discussion/Action: (Mark Stuhldreher) Consider approving the Service Agreement with Plante and Moran. **Pg. 65**

10. Public Participation (limit to 3 minutes)

11. Mayor and Council Communication

12. City Clerk

13. City Manager

14. Closed Session

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

15. Adjournment



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

R. KEVIN CLINTON
STATE TREASURER

April 1, 2014

Richard Marsh
City Manager
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Dear Mr. Marsh:

Re: Notification of Intent to Award - CGAP FY 2014 (Round 1)

The Michigan Department of Treasury (Treasury) - Office of Revenue and Tax Analysis (ORTA) received your grant application for the Competitive Grant Assistance Program (CGAP). We are pleased to inform you that the project your governmental unit submitted entitled **Consolidation of Police Services** has been selected for a grant award in the maximum amount of **\$486,754.00**.

Enclosed is the intent to award approved budget for your grant project.

Grant Application Conditions

For your reference, enclosed is a copy of the CGAP Information and Conditions. Please review the conditions of the grant award. The conditions contain important information pertaining to the grant award (i.e. requirements for final award, reporting, reimbursement, etc.). Reminder, grant funds are distributed on a reimbursement basis.

Next Step

To receive the Grant Notice of Final Award, Treasury must receive all the required Board Resolution(s), Board Meeting Minutes, or Inter-local Agreements for all participating local units (as indicated in the Conditions of the grant application packet) by Monday, June 2, 2014. **If the resolutions, minutes or agreements have not been received for all participating local units, the project funding will be subject to automatic cancellation.**

Submission of the resolutions, minutes or agreements will be considered an agreement to all provisions specified in the grant application packet and this intent to award letter, and will signify acceptance of the grant award.

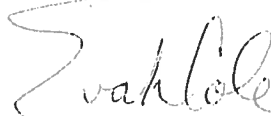
City of Inkster
April 1, 2014
Page 2

Please send the required documents by e-mail to TreasRevenueSharing@michigan.gov or by mail to:

Michigan Department of Treasury
Office of Revenue and Tax Analysis
PO Box 30722
Lansing, MI 48909

Congratulations to you on the grant award. We appreciate your interest in the CGAP and look forward to working with you on this project. We ask that you inform all participating local units of this intent to award. If you have any questions, please let us know. We can be reached at (517) 373-2697.

Sincerely,

A handwritten signature in dark ink, appearing to read "Evah Cole", is written over a faint horizontal line.

Evah Cole, Administrative Manager
Office of Revenue & Tax Analysis

Enclosures

c: Mr. R. Kevin Clinton, State Treasurer
Mr. Brom Stibitz, Director, Bureau of Executive Operations
Mr. Jay Wortley, Director, Office of Revenue & Tax Analysis
Mr. Edward Koryzno, Director, Bureau of Local Government Services
Ms. Claire Allard, Senior Strategy Advisor and Director of Good Government
Mr. Terry Stanton, Administrator, Communications Division

City of Inkster
 April 1, 2014
 Enclosure: Intent to Award Approved Budget Amounts

Consolidation of Police Services

Below is the approved budget for your grant project. Please note, all feasibility studies were funded at 25%. We have assigned budget categories to each of your original budget line items. Please use these categories when submitting your reimbursement requests.

Budget Category	Budget Description	Application Budget Amount	Intent to Award Budget Amount	Comments
Feasibility Study	Feasibility Study	\$80,000.00	\$20,000.00	Feasibility Study performed by an independent consultant, contracted through a competitive bid process. Note: Feasibility Studies are not a grant requirement. (25%)
Infrastructure/Equipment	Uniforms & Equipment (including Auxiliary Uniforms)	\$66,704.00	\$66,704.00	Uniforms and equipment for former Inkster employees and auxiliary only.
Infrastructure/Equipment	Vehicle and Equipment Transfers (including New Vehicles)	\$186,500.00	\$116,500.00	The budget will cover the purchase of 3 new vehicles.
Contracted Services	Record Management System Transfers	\$100,000.00	\$100,000.00	Transfer must be provided by an independent vendor.
Infrastructure/Equipment	Radio/Communications Equipment	\$14,250.00	\$14,250.00	
Contracted Services	Legal Costs	\$45,000.00	\$22,500.00	
	Administrative Costs	\$25,000.00	\$.00	Denied
Infrastructure/Equipment	Information and Technology	\$148,300.00	\$116,800.00	Denied the purchase of desktop computers.
Training	Training	\$30,000.00	\$30,000.00	Training for former Inkster employees only.
	Budget Total	\$695,754.00	\$486,754.00	

*Reimbursement requests must include copies of invoices and cancelled checks supporting the costs.

Additionally, the reimbursement requests should include documentation to support the rate of pay for the payroll costs/fringes and timesheets documenting time spent related to the CGAP project.

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

GENERAL INFORMATION

Program Purpose:

The purpose of the grant program is to provide incentive-based grants to stimulate smaller, more efficient government and encourage mergers, consolidations, and cooperations between two or more qualified jurisdictions. The grants are to offset the costs associated with mergers, interlocal agreements, and cooperative efforts for cities, villages, townships, counties, authorities, school districts, intermediate school districts, public community colleges, and public universities that elect to combine government operations. The program is focused on stimulating projects between two or more qualified jurisdictions that are creating new mergers, consolidations, and/or cooperative efforts/collaborations of existing services.

Goals of the Program:

To assist local units of government, including authorities, school districts, intermediate school districts, public community colleges, and public universities, with the costs associated with combining government operations.

Eligibility:

All Michigan cities, villages, townships, counties, authorities, school districts, intermediate school districts, public community colleges, and public universities. For an authority, school district, intermediate school district, public community college, or public university to qualify for grant funding under this program, the authority, school district, intermediate school district, public community college, or public university must combine operations with a city, village, township, or county.

Criteria:

- A completed application with detailed information
- Merger of two or more governmental units
- Consolidation of departments and/or existing services across 2 or more governmental units
- Cooperative effort or collaboration of 2 or more governmental units
- Consolidated or combined government operations must demonstrate taxpayer benefits of cost savings, efficiencies, and/or improved services
- The governmental unit must demonstrate how budgeted costs directly relate to and are necessary for implementation of the merger, consolidation, or cooperative effort
- Priority will be given to projects that start after October 1, 2013
- Projects are funded on a reimbursement basis

Application Process:

An application process will be used to solicit proposals for these grants. Applications must be complete and received by the January 24th deadline to be considered for funding. The submission of an application does not guarantee a grant award. Additional information about the grant program is available on the Michigan Department of Treasury's website at:

http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_62422---,00.html

Project Clarification:

During the application review process, applicants may be contacted for clarification. The Michigan Department of Treasury reserves the right to award funds for an amount other than requested.

Selection Procedures:

Applications will be selected for funding by the Michigan Department of Treasury based on program purpose, goals of the program, eligibility, and criteria. Starting on November 18th, the grant panel will begin reviewing any grant applications submitted. Qualified grants may be awarded on a rolling basis.

Notification Process:

Applications selected for a grant award will receive a Notification of Intent to Award from the Michigan Department of Treasury within ninety (90) days of the grant deadline. However, additional time may be required depending on the number of applications received. Final Award letters will be sent to approved grantees, once the Michigan Department of Treasury has received all the required Board Resolution(s), Board Meeting Minutes, or Inter-local Agreement(s).

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

GENERAL INFORMATION CONTINUED

Deadline:

January 24, 2014.

Completed applications submitted via mail or e-mail must be received by the Michigan Department of Treasury no later than 11:59 p.m. on Friday, January 24, 2014. Incomplete applications may not be considered.

A signed and completed application (including attachments) can be submitted by e-mail to:

TreasRevenueSharing@michigan.gov

or by mail to:

Michigan Department of Treasury
Office of Revenue and Tax Analysis
PO Box 30722
Lansing, MI 48909

Timelines:

A project can be in any phase of the consolidation process, but priority will be given to projects started after October 1, 2013.

Grant Period:

October 1, 2013 through September 30, 2018.

FY 2014 Appropriation Amount Available (Min./Max.):

A minimum of \$15.0 million in funding will be available for the Michigan Department of Treasury to award.

Source of Funds:

The Competitive Grant Assistance Program is supported by revenues from the state sales tax.

Confidentiality:

Application information is public information under the Freedom of Information Act, Public Act 442 of 1976, as amended (MCL 15.231 to 15.246).

Contact:

For questions regarding the Competitive Grant Assistance Program, please contact the Michigan Department of Treasury, Office of Revenue and Tax Analysis, at (517) 373-2697.

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

CONDITIONS

Implementation of Project:

The grantee agrees to submit Board Resolution(s), Board Meeting Minutes, or Inter-local Agreement(s) for all jurisdictions participating in the project, indicating approval of the project and Competitive Grant Assistance Program grant funding, within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award or be subject to automatic cancellation of the grant. No grant funding will be released until all required resolutions, minutes or agreements have been received.

Project Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of any and all applications received.

Prior to executing any changes to the scope of the project, the selected grantee(s) must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee(s) within thirty (30) days, whether or not the project changes fall under the original grant award.

Eligible Expenditures:

Up to 25% of shared service analysis and up to 100% of the following expenditures: legal fees, voting costs, office supplies, infrastructure and equipment and other expenditures as approved by the Michigan Department of Treasury.

Ineligible Expenditures:

- Expenditures for the completion and submission of the CGAP application or for any compliance reporting documentation for the grant.
- Expenditures for the renegotiation of collective bargaining agreements, unless those agreements had to be reopened as part of completing the proposed project.

Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
 - Be used to ensure efficient administration of the project.
 - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
 - Only be for items that are necessary for the merger, consolidation, or cooperative effort/collaboration.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Primary Applicant" for expenditures involving project activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting procedures for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the final payment for the project.

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

CONDITIONS CONTINUED

Release of Funds:

Payments to the "Primary Applicant" will be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *CGAP Reimbursement Request Form* (Form 4923) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the CGAP Reimbursement Request Form. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

The "Primary Applicant's" Chief Financial Officer or Chief Administrative Officer must sign and date the *CGAP Reimbursement Request Form* (Form 4923).

Funds may not be released to the "Primary Applicant" if any of the participants in the project:

1. Have not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 – 21.55), or
2. Have not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Have a payment due and owing to the state.

Reporting Requirements:

1. *Quarterly Narrative and Financial Status Reports* – The selected grantee(s) shall submit to the Michigan Department of Treasury quarterly, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the end of a quarter (i.e. due by January 30th; April 30th; July 30th; October 30th).
 - a. *Narrative Report (NR)* (Form 4971) – should present the following information:
 - i. Name of Primary Applicant and Grant Number.
 - ii. Reporting Period (i.e. October 2011 – December 2011 etc...).
 - iii. The percentage (%) completed of the project work plan.
 - iv. The estimated project completion date. For the final report, indicate the actual project completion date.
 - v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposed work plan and timeline.
 - vi. A brief outline of the work to be completed during the subsequent reporting period.
 - vii. A brief description of any problems or delays, real or anticipated, experienced.
 - b. *Financial Status Report (FSR)* (Form 4972) – should present the following information:
 - i. Name of Primary Applicant and Grant Number.
 - ii. Reporting Period (i.e. October 2011 – December 2011 etc...).
 - iii. The percentage (%) completed of the project work plan.
 - iv. The estimated project completion date. For the final report, indicate the actual project completion date.
 - v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant project to the end of the reporting period).
 - vi. The projected future expenditures for the project.
 - vii. Total projected expenditures for the project.
 - viii. Original or revised (per grant award) budget per the Grant Budget Worksheet (item number 31 of the grant application).
 - ix. The difference between current projected project expenditures and original budget.

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 4971) and *Final Financial Status Report* (Form 4972) - The selected grantee(s) shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the project.
 - a. The reports shall include the information as indicated under *Quarterly Narrative and Financial Status Reports* (above).
 - b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.
 - c. In addition to the items listed above, the final narrative report must include a description of the project accomplishments and any unanticipated benefits/difficulties experienced while completing the project. Additionally, attach a copy of the project deliverables, if applicable (i.e. feasibility study, pictures of completed construction, etc...).
3. *Final Follow-up Report* (Form 5071): - One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the project. The report will include:
 1. A detailed description of service changes and improvements.
 2. A detailed status update on the goals and measures used to determine the success of the project and outcomes presented in the application (i.e. have they been met, what has changed, etc...).
 3. A detailed description of set-backs or difficulties experienced in implementing the project.
 4. A detailed analysis of the actual realized cost savings.
 5. Provide lessons learned to share with other entities that are pursuing similar projects.

Audit and Review:

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this project.

The Michigan Department of Treasury may conduct periodic program reviews of the project. The purpose of these reviews will be to determine adherence to stated project goals and to review progress of the project in meeting its objectives.

The grantee agrees to submit quarterly and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

Grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give grantee at least thirty (30) days advance written notice of termination for non-appropriation.



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

R. KEVIN CLINTON
STATE TREASURER

April 1, 2014

Michael J. Reddy
Fire Chief
City of Westland
37201 Marquette
Westland, MI 48185

Dear Mr. Reddy:

Re: Notification of Intent to Award - CGAP FY 2014 (Round 1)

The Michigan Department of Treasury (Treasury) - Office of Revenue and Tax Analysis (ORTA) received your grant application for the Competitive Grant Assistance Program (CGAP). We are pleased to inform you that the project your governmental unit submitted entitled **Wayne-Westland Fire Department Merger with the Inkster Fire Department** has been selected for a grant award in the maximum amount of **\$347,036.00**.

Enclosed is the intent to award approved budget for your grant project.

Grant Application Conditions

For your reference, enclosed is a copy of the CGAP Information and Conditions. Please review the conditions of the grant award. The conditions contain important information pertaining to the grant award (i.e. requirements for final award, reporting, reimbursement, etc.). Reminder, grant funds are distributed on a reimbursement basis.

Next Step

To receive the Grant Notice of Final Award, Treasury must receive all the required Board Resolution(s), Board Meeting Minutes, or Inter-local Agreements for all participating local units (as indicated in the Conditions of the grant application packet) by Monday, June 2, 2014. **If the resolutions, minutes or agreements have not been received for all participating local units, the project funding will be subject to automatic cancellation.**

Submission of the resolutions, minutes or agreements will be considered an agreement to all provisions specified in the grant application packet and this intent to award letter, and will signify acceptance of the grant award.

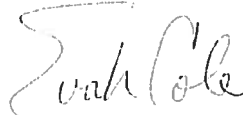
City of Westland
April 1, 2014
Page 2

Please send the required documents by e-mail to TreasRevenueSharing@michigan.gov or by mail to:

Michigan Department of Treasury
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PO Box 30722
Lansing, MI 48909

Congratulations to you on the grant award. We appreciate your interest in the CGAP and look forward to working with you on this project. We ask that you inform all participating local units of this intent to award. If you have any questions, please let us know. We can be reached at (517) 373-2697.

Sincerely,



Evah Cole, Administrative Manager
Office of Revenue & Tax Analysis

Enclosures

- c: Mr. R. Kevin Clinton, State Treasurer
Mr. Brom Stibitz, Director, Bureau of Executive Operations
Mr. Jay Wortley, Director, Office of Revenue & Tax Analysis
Mr. Edward Koryzno, Director, Bureau of Local Government Services
Ms. Claire Allard, Senior Strategy Advisor and Director of Good Government
Mr. Terry Stanton, Administrator, Communications Division

City of Westland
 April 1, 2014
 Enclosure: Intent to Award Approved Budget Amounts

Wayne-Westland Fire Department Merger with the Inkster Fire Department

Below is the approved budget for your grant project. Please note, all feasibility studies were funded at 25%. We have assigned budget categories to each of your original budget line items. Please use these categories when submitting your reimbursement requests.

Budget Category	Budget Description	Application Budget Amount	Intent to Award Budget Amount	Comments
Feasibility Study	Feasibility Study	\$10,000.00	\$2,500.00	Feasibility Study (25%)
Contracted Services	Feasibility Study - Legal fees	\$20,000.00	\$20,000.00	
Contracted Services	Feasibility Study - Plante & Moran financial execution procedures	\$50,000.00	\$50,000.00	
Infrastructure/Equipment	ID/Licensing	\$24,000.00	\$24,000.00	
Infrastructure/Equipment	Stations/Facilities	\$3,000.00	\$3,000.00	
Infrastructure/Equipment	IT	\$69,034.00	\$61,596.00	Denials, see below
Infrastructure/Equipment	Equipment, Gear, Uniforms	\$151,830.00	\$145,940.00	Denied purchase of hat badges.
Training	Training	\$40,000.00	\$40,000.00	Training for former Inkster employees only.
	Communications	\$70,694.00	\$.00	Denied
	Budget Total	\$438,558.00	\$347,036.00	

*Reimbursement requests must include copies of invoices and cancelled checks supporting the costs.

IT: The intent to award for the IT expenditures will exclude the reimbursement of Toughbook 3 year insurance, Lenovo desktops, Cisco maintenance (yearly), internet connectivity (monthly), Konica Bizhub 36 MFP (cash purchase not lease), and 22" LCD monitors.

Additionally, the reimbursement requests should include documentation to support the rate of pay for the payroll costs/fringes and timesheets documenting time spent related to the CGAP project.

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

GENERAL INFORMATION

Program Purpose:

The purpose of the grant program is to provide incentive-based grants to stimulate smaller, more efficient government and encourage mergers, consolidations, and cooperations between two or more qualified jurisdictions. The grants are to offset the costs associated with mergers, interlocal agreements, and cooperative efforts for cities, villages, townships, counties, authorities, school districts, intermediate school districts, public community colleges, and public universities that elect to combine government operations. The program is focused on stimulating projects between two or more qualified jurisdictions that are creating new mergers, consolidations, and/or cooperative efforts/collaborations of existing services.

Goals of the Program:

To assist local units of government, including authorities, school districts, intermediate school districts, public community colleges, and public universities, with the costs associated with combining government operations.

Eligibility:

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Criteria:

- A completed application with detailed information
- Merger of two or more governmental units
- Consolidation of departments and/or existing services across 2 or more governmental units
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- Consolidated or combined government operations must demonstrate taxpayer benefits of cost savings, efficiencies, and/or improved services
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Application Process:

An application process will be used to solicit proposals for these grants. Applications must be complete and received by the January 24th deadline to be considered for funding. The submission of an application does not guarantee a grant award. Additional information about the grant program is available on the Michigan Department of Treasury's website at:

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Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

GENERAL INFORMATION CONTINUED

Deadline:

January 24, 2014.

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TreasRevenueSharing@michigan.gov

or by mail to:

Michigan Department of Treasury
Office of Revenue and Tax Analysis
PO Box 30722
Lansing, MI 48909

Timelines:

A project can be in any phase of the consolidation process, but priority will be given to projects started after October 1, 2013.

Grant Period:

October 1, 2013 through September 30, 2018.

FY 2014 Appropriation Amount Available (Min./Max.):

A minimum of \$15.0 million in funding will be available for the Michigan Department of Treasury to award.

Source of Funds:

The Competitive Grant Assistance Program is supported by revenues from the state sales tax.

Confidentiality:

Application information is public information under the Freedom of Information Act, Public Act 442 of 1976, as amended (MCL 15.231 to 15.246).

Contact:

For questions regarding the Competitive Grant Assistance Program, please contact the Michigan Department of Treasury, Office of Revenue and Tax Analysis, at (517) 373-2697.

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

CONDITIONS

Implementation of Project:

The grantee agrees to submit Board Resolution(s), Board Meeting Minutes, or Inter-local Agreement(s) for all jurisdictions participating in the project, indicating approval of the project and Competitive Grant Assistance Program grant funding, within sixty (60) days following the Michigan Department of Treasury's Notification of Intent to Award or be subject to automatic cancellation of the grant. No grant funding will be released until all required resolutions, minutes or agreements have been received.

Project Clarification:

The Michigan Department of Treasury reserves the right to award funds for an amount other than that requested and/or request changes to, or clarification of any and all applications received.

Prior to executing any changes to the scope of the project, the selected grantee(s) must inform (in writing) the Michigan Department of Treasury of the proposed changes. The department will notify the grantee(s) within thirty (30) days, whether or not the project changes fall under the original grant award.

Eligible Expenditures:

Up to 25% of shared service analysis and up to 100% of the following expenditures: legal fees, voting costs, office supplies, infrastructure and equipment and other expenditures as approved by the Michigan Department of Treasury.

Ineligible Expenditures:

- Expenditures for the completion and submission of the CGAP application or for any compliance reporting documentation for the grant.
- Expenditures for the renegotiation of collective bargaining agreements, unless those agreements had to be reopened as part of completing the proposed project.

Expenditures:

1. The grantee understands and agrees that all expenditures from the grant will:
 - Be used to ensure efficient administration of the project.
 - Be permissible under state and federal law and consistent with statewide policies, regulations, and practices.
 - Be adequately supported by source documentation, including invoices, cancelled checks and electronic payment confirmations.
 - Only be for items that are necessary for the merger, consolidation, or cooperative effort/collaboration.
2. The grantee agrees to use the approved purchasing practices and bid procedures required by the "Primary Applicant" for expenditures involving project activity.
3. The grantee agrees to maintain accounting records following generally accepted accounting procedures for the expenditure of grant funds. The grantee agrees to record all revenues and expenditures in a fund or account separate from the grantee's other funds or accounts.
4. The grantee agrees to maintain all documentation for costs incurred for a seven-year period following the final payment for the project.

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

CONDITIONS CONTINUED

Release of Funds:

Payments to the "Primary Applicant" will be made on a monthly reimbursement basis, providing the grantee is in compliance with all terms and conditions of the grant, and dependent upon state appropriations.

For a payment reimbursement, a completed *CGAP Reimbursement Request Form* (Form 4923) must be submitted to the Michigan Department of Treasury. Source documentation supporting the requested reimbursement amount must be attached to the *CGAP Reimbursement Request Form*. At a minimum, the source documentation should include copies of the original invoices, cancelled checks, and any other report that would support the request.

The "Primary Applicant's" Chief Financial Officer or Chief Administrative Officer must sign and date the *CGAP Reimbursement Request Form* (Form 4923).

Funds may not be released to the "Primary Applicant" if any of the participants in the project:

1. Have not filed their annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act, 1968 Public Act 2, as amended (MCL 141.421 to 141.440a) or the Uniform System of Accounting Act, 1919 Public Act 71, as amended (MCL 21.41 – 21.55), or
2. Have not filed their financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act, 1971 Public Act 140, as amended (MCL 141.921), or
3. Are delinquent in making payments that are due on loans issued pursuant to the Emergency Municipal Loan Act, 1980 Public Act 243, as amended (MCL 141.931 to 141.942), or
4. Have a payment due and owing to the state.

Reporting Requirements:

1. *Quarterly Narrative and Financial Status Reports* – The selected grantee(s) shall submit to the Michigan Department of Treasury quarterly, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the end of a quarter (i.e. due by January 30th; April 30th; July 30th; October 30th).
 - a. *Narrative Report (NR)* (Form 4971) – should present the following information:
 - i. Name of Primary Applicant and Grant Number.
 - ii. Reporting Period (i.e. October 2011 – December 2011 etc...).
 - iii. The percentage (%) completed of the project work plan.
 - iv. The estimated project completion date. For the final report, indicate the actual project completion date.
 - v. A brief outline of the work accomplished during the reporting period (or grant period, if this is the final report) relative to the proposed work plan and timeline.
 - vi. A brief outline of the work to be completed during the subsequent reporting period.
 - vii. A brief description of any problems or delays, real or anticipated, experienced.
 - b. *Financial Status Report (FSR)* (Form 4972) – should present the following information:
 - i. Name of Primary Applicant and Grant Number.
 - ii. Reporting Period (i.e. October 2011 – December 2011 etc...).
 - iii. The percentage (%) completed of the project work plan.
 - iv. The estimated project completion date. For the final report, indicate the actual project completion date.
 - v. The amount of funds expended through the reporting period (i.e. from the beginning of the grant project to the end of the reporting period).
 - vi. The projected future expenditures for the project.
 - vii. Total projected expenditures for the project.
 - viii. Original or revised (per grant award) budget per the Grant Budget Worksheet (item number 31 of the grant application).
 - ix. The difference between current projected project expenditures and original budget.

Competitive Grant Assistance Program (CGAP) Application (FY 2014 – Round 1)

Issued under authority of 2013 Public Act 59

CONDITIONS CONTINUED

2. *Final Narrative Report* (Form 4971) and *Final Financial Status Report* (Form 4972) - The selected grantee(s) shall submit to the Michigan Department of Treasury final, signed and dated, narrative and financial status reports. The reports are due within thirty (30) days after the completion of the project.
 - a. The reports shall include the information as indicated under *Quarterly Narrative and Financial Status Reports* (above).
 - b. Indicate "Final Report" on the top of the Final Narrative and Financial Status Reports.
 - c. In addition to the items listed above, the final narrative report must include a description of the project accomplishments and any unanticipated benefits/difficulties experienced while completing the project. Additionally, attach a copy of the project deliverables, if applicable (i.e. feasibility study, pictures of completed construction, etc...).
3. *Final Follow-up Report* (Form 5071): - One year after the date of the Final Closeout Letter from the Michigan Department of Treasury, the grantee agrees to provide a Final Follow-up Report to the Michigan Department of Treasury on the status of the project. The report will include:
 1. A detailed description of service changes and improvements.
 2. A detailed status update on the goals and measures used to determine the success of the project and outcomes presented in the application (i.e. have they been met, what has changed, etc...).
 3. A detailed description of set-backs or difficulties experienced in implementing the project.
 4. A detailed analysis of the actual realized cost savings.
 5. Provide lessons learned to share with other entities that are pursuing similar projects.

Audit and Review:

The grantee agrees to allow the Michigan Department of Treasury and the State Auditor General's Office (and/or any of their duly authorized representatives) access, for the purposes of inspection, audit, and examination, to any books, documents, papers, and records of the grantee which are related to this project.

The Michigan Department of Treasury may conduct periodic program reviews of the project. The purpose of these reviews will be to determine adherence to stated project goals and to review progress of the project in meeting its objectives.

The grantee agrees to submit quarterly and final progress reports, along with a final follow-up report to the Michigan Department of Treasury. The grantee understands that failure to submit any required reports may result in the termination of the grant.

Grant Termination:

The grantee understands that this grant may be terminated if the Michigan Department of Treasury concludes that the grantee is not in compliance with the conditions and provisions of this grant, or has falsified any information. The Michigan Department of Treasury will extend an opportunity for the grantee to demonstrate compliance. Notification of termination will be in writing.

Grantee acknowledges that continuation of this grant is subject to appropriation or availability of funds for this grant. If appropriations to enable the Michigan Department of Treasury to effect continued payment under this grant are reduced, the Michigan Department of Treasury shall have the right to terminate this grant. The Michigan Department of Treasury shall give grantee at least thirty (30) days advance written notice of termination for non-appropriation.

March 17, 2014

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 March 3, 2014

Prior to the Regular Council Meeting: City Council members discussed the agenda.

Call Meeting to Order

Mayor Hampton called the meeting to order at 8:15p.m.

Pledge of Allegiance

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

Roll Call

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

***A Quorum was present**

Approval of Agenda

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

Resolution 03-14-48R - Motion carried unanimously.

Presentations/Discussion

- A. 2013 accomplishments and proposed future initiatives-Richard Marsh, City Manager.
- B. Wayne County Commissioner, Richard LeBlanc.
- C. State Representative, David Knezek.
- D. Neighborhood Revitalization-Judge Johnson, Jerome Bivins and Toni Bailey.

Public Hearings

Consent Agenda

- A. March 3, 2014 Regular City Council Meeting Minutes.
- B. Allen Brother's and Attorneys, PLLC. Invoice \$30,252.92.

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

Resolution 13-14-49R- Motion carried unanimously.

Boards and Commission

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

Previous Business

Ordinance(s)

New Business

- A. Discussion/Action: (Jeannie Fields) Consider approval to renew the agreement with Murray's Real Estate Services, LLC, Red Carpet Keim, Will Co-Op, Inc. and Your Home Town Realty.

Moved by Councilmember Moner, Seconded by Councilmember Williams
Resolution 03-14-50R – Motion carried unanimously.

- B. Discussion/Action: (Richard Marsh) Consider approval to sell four apparatus in the Fire Department's fleet to cover the match for the new ladder truck under the grant requirements. Three of the four have not been in service for a period of six months.

Moved by Councilmember Moner, Seconded by Councilmember Williams
Resolution 03-14-51R-Motion carried unanimously.

- C. Discussion/Action: (City Council) Consider support for the Conference of Western Wayne Mayor's Resolution supporting HB4593 Nonferrous Metal Regulatory Act (Scrap Metal).

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Hendricks
Resolution 03-14-52R-Motion carried unanimously.

Public Participation

- **Fleda S. Fleming**- Informed residents about a community initiative to provide educational support for former IPS students titled EQUIPPED. She said a rally will be held April 21st -25th from 1-4pm. Additionally she said that a benefit concert will be held April 26th, 2014 at 6:00pm at Middlebelt Baptist Church.
- **Michael Wells**-Asked about distribution of City of Inkster calendars and he mentioned about vehicles being left on the streets when it snows.
- **Charles Burnley**- Stated that gas stations in Inkster are ripping off residents. He said the meter jumps before the pump turns on.
- **Willie Johnson**-Stated during the last snow storm that his street was not plowed. He said that pothole repair needed to be done on Chestnut and Harrison.

Mayor and Council Communications

- **Councilman Williams**-Reminded city of Inkster residents to shop Inkster. Additionally, he asked what kind of budget would be presented this year, a bottom line budget or line item budget. Furthermore, he asked about the Fire Authority and 4095 money in escrow. An announcement was made about a meeting being held on Thursday March 20th, 2014 at 6:00 p.m. regarding the dissolution of the Inkster Public School District.
- **Councilman Moner**-Stated it was his wife's Birthday and Freddie Lee's Birthday.

- **Mayor Pro-Tem Hendricks**-Asked how the \$90,000.00 helps with roads that are being disbursed to Inkster by the State of Michigan. He further asked about the Recreation Complex, water bill hardships and monthly billing of water bills.
- **Councilman Canty**-Stated a resident suggestion about Auxiliary Police patrolling at the new non motorized Greenway path and stated residents asked questions about their mill rates going down with the dissolution of Inkster Public School District.
- **Councilman Shaw**-Asked about the SAW grant, privatizing of the Building Department, money that the State of Michigan said they would pay with regards to Risk Management and Associates, the Western Wayne Health building on Hamlet and YWCA money owed to the city. Additionally, he stated that he did not receive a couple of reports from the City Treasurer and he would like more detailed reports from Plante and Moran.
- **Councilwoman Howard**-Asked about the Fire Authority and the sale of the fire truck.
- **Mayor Hampton**-Asked about the \$90,000.00 for road repair from the state and how far we have come with repairs for the Recreation Complex. He elaborated on the Recreation Complex with questions why a General Contractor was not used for the scope of services. Additionally he stated that the city website can be used more to promote and he asked about goal setting for the City Manager.

City Clerk

City Manager

- Invited businesses to attend a business meeting on March 27, 2014 from 5:30-7:30p.m. And a stakeholder meeting on April 1, 2014 from 6-8pm at Starfish.
- Thanked Mayor and City Council for the opportunity to serve.

Closed Session

Adjournment

There being no further business to come before Council, on motion duly made by Council Member Moner, Seconded by Councilmember Williams and carried, the Regular Council meeting of March 17, 2014 was adjourned at 9:55p.m.



Felicia Rutledge, City Clerk
City of Inkster

Inkster City Council Meeting
March 17, 2014

March 26, 2014

Special City Council Meeting – 6:00 PM

The Special meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Wednesday, March 26, 2014.

Call Meeting to Order

Mayor Hampton called the meeting to order at 6:10p.m.

Roll Call

Mayor Hampton	Present	Councilwoman Howard	Present
Councilman Moner	Present	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Exc. Absence
Councilman Shaw	Absent		

***A Quorum was present**

Public Participation**New Business**

A. Discussion/Action: (Richard Marsh) Consider approval to award SMEL a purchase order to manufacture a 100' quint ladder truck as specified in the amended bid package for \$753,000.00

Moved by Councilmember Moner, Seconded by Mayor Pro-Tem Hendricks to approve a purchase order to SMEAL for a 100' quint ladder truck.

Resolution: 03-14-53SP-Motion carried.

NAY: (Howard)

ROLL CALL

Councilman Moner	Yea	Councilwoman Howard	Nay
Mayor Pro-Tem Hendricks	Yea		
Councilman Williams	Yea		
Mayor Hampton	Yea		

B. Discussion/Action: (Felicia Rutledge) Consider approval of an agreement between the Michigan Department of State and the City of Inkster for funds to be provided thru the Help America Vote Act for QVF Oracle/Equipment Upgrade Project.

Moved by Councilmember Williams, Seconded by Councilmember Moner to approve an agreement with the State of Michigan and HAVA for a QVF upgrade.

Resolution 03-14-54SP-Motion carried unanimously.

Mayor and City Council Communication

City Manager

- DPS Deputy Director, Jerome Bivins spoke about the Spring Clean 2014.

Adjournment

There being no further business to come before Council, on motion duly made by Councilmember Williams, Seconded by Councilmember Moner and carried, the Special Council Meeting of March 26, 2014 was adjourned at 7:36p.m.



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 Schoiaek	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)	State Law
Gloria Brown (Dem)	Exp. 12/31/15
Courtney Owens (Dem)	Exp. 06/04/16
Eugene Brazeal (Rep)	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	Exp. 6/18/15
Vacant - (Employee Representative)	
James White	Exp. 12/04/11
- (Commission Appointment)	

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
Martha Theis		Exp. 01/14/18
Lewis Gregory (Treasurer)		Exp. 09/20/14
Cynthia Adams		Exp. 01/14/18
Tom Costello (VC)		Exp. 10/06/18
Peter Cemot		Exp. 01/21/18
Vacant		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
William Acklin
Ernest Hendricks
James Orr
Ernestine Williams
Delphine Oden

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

INKSTER HISTORICAL COMMISSION

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

2 Year Term

7 Members

State Law and Ordinance 196

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

Exp. 12/20/12

LIBRARY BOARD

4 year term

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

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

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

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

2 Year Term

7 Members

Ordinance: 603

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

Exp. 12/05/13

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term

7 Members

State Law and Ordinance 409

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

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

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. 02/16
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 Williams	App. 02/04/13
Mayor Pro-Tem Hendricks	App. 02/18/13
Dennis Welslo	App. 02/18/13

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

Dorothy Gray	Dist. 1	Exp. 01/14/17
Clarence Oden, Jr.	Dist. 2	Exp. 01/14/17
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
Richard Wooten (Planning Comm. Appointee)		Exp. 01/14/17

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 37137 Marquette, Westland, MI. 48185]

Michael Canty, Council Appointee

Exp. Tenure

Denise Champagne, Council Appointee

Exp. (Appointed in 2009)

COMMITTEES FORMED BY COUNCIL RESOLUTIONS

TAX INCREMENT FINANCE AUTHORITY

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term

13 Members

Resolution 85-8-331

Hilliard L. Hampton, II

Tenure

Richard Marsh

Tenure

Bishop Walter L. Starghill, Jr.

Exp. 06/07/16

Herbert Johnson

Exp. 06/07/16

Deborah Walker

Exp. 06/07/16

Vacant

Exp. 06/07/16

Dennis Weislow

Exp. 06/07/19

Cassandra Leonard

Exp. 06/07/16

Mary Weislow

Exp. 06/07/16

TIFA WORKING COMMITTEE FOR THE JUSTICE CENTER

5 Members

Bishop Walter L. Starghill

Exp. 06/07/16

Herbert Johnson

Exp. 06/07/16

Deborah Walker

Exp. 06/07/16

Vacant

Exp. 06/07/16

Vacant

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]

Terms 1, 2 and 3 years Up to 9 members

Resolution 02-9-458

Timothy Williams, City Council Representative

Tenure

Richard Marsh, City Manager

Tenure

Mark Stuhldreher, Treasurer

Tenure

Community Development Director (VC)

Tenure

Tonia C. Williams (C)

Exp. 6/27/14

Dorothy Gardner

Exp. 10/05/15

CARVER HOMES DISTRICT CITIZENS COUNCIL- *Inactive*

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

Velma Hammons

Daniel Henderson

Willie Johnson

Bessie Jones

Melodie Jones

Clara Gray-Joiner

Geneva Lyles

Norma McDaniel

Ramona Rogers

Antonio Shaw

Jacqueline Treadway

Rita Watson

Barbara Whatley

Julius Williams

Gladynda Wright

Chris Yatooma

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: March 24, 2014

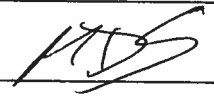
From: Mark Stuhldreher, Treasurer

Date for Council's Consideration: April 7, 2014

ACTION REQUESTED: Approve City of Inkster Investment Policy

Current Action X Emergency Future

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

Treasurer's Approval MDS 

BACKGROUND:

Attachment "A" of the Independent Auditor's Communication with Those Charged with Governance, dated November 27, 2013, issued in conjunction with the Fiscal Year 2013 audited financial statements, indicated that the City of Inkster is required to have a formal investment policy.

The attached City of Inkster Investment Policy is recommended for approval. This policy will govern the investment of surplus funds. Although, it should be noted that currently, due to the financial condition of the organization, no surplus funds exist to invest. However, as the financial condition improves, this policy will govern. Highlights of the policy include:

- Authority to manage investment program is delegated to City Treasurer
- Investment objectives are 1) Safety; 2) Liquidity; and 3) Yield
- Competitive selection of specific investments
- Reporting

SCOPE OF SERVICES:

N/A

JUSTIFICATION:

This Investment Policy will bring the City of Inkster into compliance with Public Act 20 of 1943, as amended which governs the investment of surplus public funds.

PROJECT IMPROVEMENTS:

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

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

COSTS:

N/A

PROJECTED TIME TABLE:

As the city begins to generate surplus funds available for investment, this policy will govern said investments

RESOLUTION:

The City of Inkster Investment Policy, as attached is approved.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

City of Inkster Investment Policy

1.0 PURPOSE

It is the policy of the City of Inkster ("City") to invest public funds in a manner which will ensure the preservation of principal while providing the highest return with maximum security. All investments must enable the City to meet its cash flow demands and conform to all applicable state statutes governing the investment of public funds.

2.0 SCOPE

This investment policy applies to all financial assets held by the City except for its employee pension funds and its employee deferred compensation funds which are organized and administered separately.

3.0 DELEGATION OF AUTHORITY

Authority to manage the investment program of the City of Inkster is granted to the City Treasurer. Responsibility for the operation of the investment program is hereby delegated to the City Treasurer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

4.0 PRUDENCE

The standard of prudence to be used by the City Treasurer shall be the "prudent person" and/or "prudent investor" standard and shall be applied in the context of managing the overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Investments shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

5.0 INVESTMENT OBJECTIVES

The funds of the City of Inkster shall be invested in accordance with State of Michigan Public Act 20 of 1943, as amended and these policies. The primary objectives, in priority order, of the City's investment activities shall be:

5.1 Safety:

Safety of principal is the primary objective of the City's investment program. Investments shall be undertaken in a manner that seeks to

ensure the preservation of capital in the overall portfolio. The objective will be to mitigate risk.

5.1.1 Credit Risk

The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities specified in Section 8.0 of this Investment Policy.
- Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the City will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized.

5.1.2 Interest Rate Risk.

The City will minimize the risk that the market value of the securities in the portfolio will fall due to changes in the general interest rates, by:

- Structuring the maturities of the portfolio to meet cash requirements of ongoing operations, thereby avoiding the need to liquidate securities prior to maturity.
- Investing operating funds primarily in short-term securities or investment pools.
- Only purchasing securities with the intent to hold until maturity.

5.1.3 Concentration Credit Risk.

The City will minimize the risk inherent in placing a large portion of the portfolio with a single security issuer by limiting such placement to 25% of the total portfolio defined as securities plus deposits and cash equivalents.

5.1.4 Custodial Credit Risk.

The City will minimize custodial risk by:

- Using only financial institutions and brokers meeting pre-established criteria.
- Holding all securities in the name of the City of Inkster.

5.2 Liquidity:

The investment portfolio of the City of Inkster will remain sufficiently liquid to enable the City to meet all operating requirements that may be reasonably anticipated.

5.3 Yield:

The investment portfolio of the City of Inkster shall be designed with the objective of attaining a benchmark rate of return throughout the budgetary and economic cycles, commensurate with the City's investment

risk constraints and cash flow characteristics of the portfolio. The benchmark rate of return shall be the average U.S. Treasury Bill rate most closely approximating the average maturity of the portfolio.

6.0 ETHICS AND CONFLICT OF INTEREST

All participants in the City's investment process shall seek to act responsibly as custodian of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio.

7.0 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The City Treasurer shall maintain a listing of financial institutions and broker/dealers authorized to provide investment services. The Treasurer will conduct an annual evaluation of each financial institution and broker/dealer for credit worthiness to determine whether it should be on the "Qualified Institution" listing

7.1 Financial Institutions

All financial institutions ([Commercial Banks, Savings & Loans and Credit Unions](#)) utilized by the City of Inkster shall maintain an office within the State of Michigan and meet the following requirements and financial criteria:

- Assets of at least \$50,000,000.
- Equity to asset ratio of at least 5.5%.
- Filed with the City an "Acknowledgement of Receipt of the
- Investment Policy of the City of Inkster and Agreement to Comply" (Appendix A).
- Yearly submission of, or electronic access to, audited annual financial statements.

7.2 Brokers & Dealers

All broker/dealers utilized by the City of Inkster shall meet the following requirements and financial criteria:

- Minimum capitalization of \$100,000,000.
- Minimum of five years of continuous operation.
- Qualify under Securities and Exchange Commission Rule 15C3-1.
- Certified by the National Association of Securities Dealers.
- Filed with the City an "Acknowledgement of Receipt of the
- Investment Policy of the City of Inkster and Agreement to Comply" (Appendix A).
- Yearly submission of, or electronic access to, audited annual financial statements.

8.0 AUTHORIZED INVESTMENTS

The City Treasurer is limited to investments authorized by Public Act 20 of 1943, as amended, and may invest in the following types of securities:

- Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States (not to include collateralized mortgage obligations).
- Certificates of deposit, savings accounts, deposit accounts, or depository receipts of a bank which is a member of the Federal Deposit Insurance Corporation or a savings & loan which is a member of the Federal Savings and Loan Insurance Corporation or a credit union which is insured by the National Credit Union Administration.
- Commercial paper rated at the time of purchase within the two highest classifications by not less than two standard rating services and which matures not more than 270 days after the date of purchase.
- Banker's acceptances of United States banks.
- Repurchase agreements, consisting of instruments listed in bullet #1.
- Obligations of the State of Michigan or any of its political subdivisions, that at the time of purchase is rated as investment grade by not less than two standard rating services.
- Mutual funds registered under the investment company act of 1940, Title I of Chapter 686, 54 Stat. 78915 U.S. 80a-1 to 80a-3 and 80a-4 to 80a-64, with the authority to purchase only investment vehicles that are legal for direct investment by local units of government in the State of Michigan. This authorization is limited to securities whose intention is to maintain a net asset value of \$1.00 per share.
- Investment pools organized under the surplus funds investment pool act, 1982 Public Act 367, MCL 129.111 to 129.118.
- Investment pools organized under the local government investment pool act, 1985 Public Act 121, MCL 129.141 to 129.150.

9.0 COLLATERALIZATION

Collateralization of certificates of deposit may be required, at the discretion of the City Treasurer. Collateralization will be required on authorized repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be 102% of the market value of principal and accrued interest. The collateral shall be subject to the custody and safekeeping provisions of this investment policy.

10.0 MAXIMUM MATURITIES

It is the objective of the City's investment policy to schedule maturities to

coincide with projected cash flow needs. Unless matched to a specific cash flow, the City of Inkster will not directly invest in securities maturing more than two years from the date of purchase. Debt funds may be invested in securities exceeding two years if the maturities of the investments are made to coincide as nearly as practicable with the expected use of the funds.

11.0 DIVERSIFICATION

It is the policy of the City of Inkster to maintain a diversified investment portfolio. All cash and cash equivalent assets of the City will be diversified to eliminate the risk of loss resulting from an over-concentration of assets in a specific maturity, individual financial institution(s), or a specific class of securities. Diversification strategies shall be determined and revised periodically by the City Treasurer.

12.0 SAFEKEEPING AND CUSTODY

Investment securities purchased by the City of Inkster shall be held in third party safekeeping by an institution previously approved by the City Council. The City Treasurer has the authority to execute a third party safekeeping agreement if necessary. The agreement shall include the responsibilities of each party, provisions for delivery vs. payment, procedures in case of failure or other mishaps, including the liability of each party.

13.0 INTERNAL CONTROLS

The City Treasurer shall maintain a system of internal controls which shall conform to generally accepted accounting principles and be designed to minimize losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by employees and officers of the City of Inkster. The City's annual financial audit shall include a review of the City's investments.

14.0 PERFORMANCE STANDARDS

The investment portfolio shall be managed to obtain a market average rate of return during a market/economic environment of stable interest rates, taking into account the City's investment risk constraints and cash flow needs. The City's investment strategy is passive. Therefore, the basis used by the City Treasurer to determine whether market yields are being achieved shall be the average U.S. Treasury Bill rate most closely approximating the average maturity of the portfolio.

15.0 COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

A minimum of three competitive bids shall be solicited prior to the investment of surplus City funds. Relative to the City's position regarding concentration risk and diversification objectives, bids shall be requested from financial institutions for various options with regard to terms and instruments. The City will accept the bid that provides the highest rate of return with respect to maturity requirements and within the parameters of the City's investment policy. Records of bids offered and bids accepted shall be kept by the City Treasurer.

16.0 COMBINING FUNDS

The City Treasurer may combine money from two or more funds for the purpose of making an investment. In the event of a combination of funds, investment earnings shall be prorated between the funds based on principal contribution.

17.0 REPORTING

The City Treasurer shall prepare a quarterly investment report, including a management summary that provides an analysis of the status of the current investment portfolio and the individual transactions executed during the previous quarter. Reports shall indicate any areas of policy concern and suggested or planned revision(s) of investment strategies. The quarterly report shall include:

- A summary of investments by type.
- A summary of available funds and percentage invested.
- A summary of interest income and average invested balances by fund.
- An analysis of investment by maturity dates.
- A list of all open investments by type; including fund, investment amount, rate, purchase date and maturity date.

18.0 INVESTMENT POLICY ADOPTION

The City of Inkster investment policy shall be adopted by resolution of the Inkster City Council. The policy shall be reviewed annually by the City Treasurer. Any modifications made to the investment policy must be approved by City Council.

Appendix A

ACKNOWLEDGEMENT OF RECEIPT OF INVESTMENT POLICY AND AGREEMENT TO COMPLY

I have fully read and fully understand Act 20 of PA 1943, as amended, and the Investment Policy of the City of Inkster

Any investment advice or recommendation given by _____,
representing _____, to the City of Inkster shall comply
with the requirements of Act 20 PA 1943, as amended, and the Investment Policy of the City
of Inkster. Any existing investment not conforming to State statute or the City investment
policy will be disclosed promptly to the Inkster City Treasurer.

By: _____

Title: _____

Date: _____

Created March, 2014

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: March 20, 2014

From: Jerome Bivins, DPS Deputy Director

Date for Council Consideration: April 7, 2014

ACTION REQUESTED: Consider authorizing the Deputy Director of DPS to make application to the Wayne County Department of Public Service for necessary annual permit to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Current Action ☒ Emergency ☐ Future ☐

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

Treasurer's Approval MTD

BACKGROUND:

The Annual Permit to allow temporary closure of Local and County Roads is required from Wayne County to conduct parades, block parties, marathons, celebrations, festivals, and install banners within the county road Right-Of-Way.

SCOPE OF SERVICES:

To allow the City of Inkster to close Local and County Roads for special event entirely within the boundaries of our Community and to install banners where permitted on the County road Right-Of-Way.

JUSTIFICATION:

Wayne County requirement to allow temporary closure of certain Local and County Roads with a three (3) working days notices prior to any closure.

PROJECT IMPROVEMENTS:

COSTS:

N/A

PROJECT TIME TABLE:

Resolution will be submitted as part of application upon adoption by the Mayor and Council resolution.

RESOLUTION:

Authorization is hereby given to Deputy Director of DPS to make application to Wayne County Department of Public Service for necessary annual permit to allow temporary closure of certain Local and County Roads for specified period in accordance with all general and special conditions of this permit on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Eileen Gardenhire
(734) 595-6504, Ext: 2030
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-14147

ISSUE DATE

1/1/2014

EXPIRES

12/31/2014

REVIEW No.

WORK ORDER

PROJECT NAME

INKSTER - SPECIAL EVENTS

LOCATION

VARIOUS

CITY/TWP

INKSTER

PERMIT HOLDER

CITY OF INKSTER
26900 PRINCETON ST
INKSTER, MI 48141-2314

CONTRACTOR

MI

CONTACT

JEROME BIVINS

(313) 563-9773

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
PLEASE REFER TO ATTACHEMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		DATE PLANS APPROVED
OTHER FEE	\$0.00		1/1/2014
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSITOR	REQUIRED ATTACHMENTS
OTHER BOND	\$0.00		GENERAL CONDITIONS
TOTAL COSTS	\$0.00		ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
TOTAL CHECK AMOUNT			ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
CASHIER			SAMPLE COMMUNITY RESOLUTION
DATE	1/1/2014		RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
			www.waynecounty.com/dps_engineering_cpoffice.htm

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

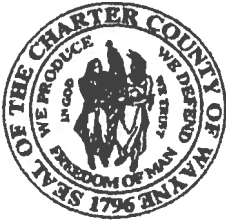
In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

JEROME BIVINS
PERMIT HOLDER / AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PREPARED BY



Robert A. Ficano
County Executive

November 22, 2013

City Of Inkster
26900 Princeton St
Inkster, MI 48141-2314

RE: Annual Permit for Special Events - A-14147

Attention: Jerome Bivins

Enclosed is your Wayne County Annual Permit for Special Events package. This annual permit grants preliminary authorization to a municipality to

- a) temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity;
- b) to use a county road as a detour for traffic around such activity taking place on a non-county road.
- c) place a temporary banner within the County right-of-way;

In addition to the annual permit, the package also includes the following attachments, which are incorporated by reference into the permit:

- 1. *Annual Special Events Attachment for Municipalities*
- 2. *Banner Attachment for Municipalities*
- 3. *General Conditions and Limitations of Permits*
- 4. *Model Community Resolution*

As a condition of the annual permit, the County requires that a governing body pass a blanket resolution, effective for all permitted road closures for special events and installation of banners planned throughout the year which

- a) agrees to fulfill all permit obligations and conditions for the current year
- b) indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity.
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf

Additionally, the Permit Office requires that each municipality provide a written request on municipal letterhead at least (10) ten business days prior to the commencement of a road closure and/or banner placement. The written request should include all required information as specified in the appropriate attachments, "Annual Special Events for Municipalities" or "Annual Attachment for Banners". Upon approval, the permit office shall issue an addendum to this permit authorizing the special event activities.

For additional information on the Annual Permit for Special Events (Road Closure/Detour and Banner Placement), please refer to Rule 11.4 published in the Wayne County, Rules, Specifications & Procedures for Construction Permits.

This publication may be downloaded at

http://waynecounty.com/dps_engineering_cpoffice.htm

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Tawny Barnes
33809 Michigan Avenue
Wayne MI 48184**

Once received, an executed copy will be returned to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Tawny Barnes
Permit Coordinator

C: file

Attachments:

*Annual Permit
Annual Special Events Attachment for Municipalities
Banner Attachment for Municipalities
General Conditions and Limitations of Permits
Model Community Resolution*



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Addendum Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

An addendum, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, an addendum will be issue authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MUTCD. (<http://mutcd.fhwa.dot.gov>)
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Addendum Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

An addendum, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, an addendum will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL SPECIAL EVENTS PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of Community
Governing Board) on _____ (date), the following resolution was
offered:

WHEREAS, the _____ (hereinafter the "Community")
requests an annual permit from the County of Wayne Department of Public Services,
Engineering Division Permit Office (hereinafter the "County") to temporarily close a
County road for a parade, event, celebration, block party or similar activity or, to erect a
banner within the County road right-of-way, and the County road or road-right-of-way is
located entirely within the boundaries of the Community;

WHEREAS, pursuant to Act 200 of 1969, being MCL 247.323 *et seq*, the County permits
and regulates such activities, banners and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such an Annual Permit, the
Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the
County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or
corporations furnishing or supplying work, services, materials, or supplies to the
Community as the result of the Community's installation, construction, operation, repair
or maintenance activities which are being performed under the terms of the Permit on,
over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and
for loss of or damage to property, and environmental damage or degradation, and from
attorney's fees and related costs arising out of, under, or by reason of the Community's
installation, construction, operation, repair or maintenance activities which are being
performed under the terms of the Permit on, over, and/or under the County right-of-way
or any local road, except claims resulting from the direct negligence or willful acts or
omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors or any other person not a
party to the Permit without its specific prior written consent and notwithstanding the
issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name

and/or

Title

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____ (name of Community), County of Wayne, Michigan, on _____.



Wayne County Department of Public Services
Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current Wayne County Rules, Specifications and Procedures for Permit Construction, included as an attachment to this permit, the Wayne County Standard Plans for Permit Construction, and the MDOT Standard Specifications for Construction, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: The Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD). The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current MDOT Standard Specifications for Construction as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager Date: March 20, 2014

From: Jerome Bivins, DPS Deputy Director **Date for Council Consideration: April 7, 2014**

ACTION REQUESTED: Consider authorizing the Deputy Director of DPS to make application to the Wayne County Department of Public Service for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Current Action X Emergency Future

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

Treasurer's Approval: MD

BACKGROUND:

Infrastructure:
The Annual Permit to Occupy the Right-Of-Way of County Roads is required from Wayne County for sanitary sewer and water-main inspections, repair and routine maintenance, dust palliative, calcium and salt applications, sidewalk repair and replacement. Any infrastructure within the Right-Of-Way requires a permit from Wayne County.

SCOPE OF SERVICES:

To conduct emergency repairs and annual maintenance work on Local and County Roads located entirely within the boundaries of the Community, as needed from time to time maintain the roads in a condition reasonable safe and convenient for public travel.

JUSTIFICATION:

Wayne County requirement to occupy the Right-Of-Way of County Roads.

PROJECT IMPROVEMENTS:

N/A

COSTS:

N/A

PROJECT TIME TABLE:

Resolution will be submitted as part of application upon adoption by the Mayor and Council resolution.

RESOLUTION:

RESOLUTION:
Authorization is hereby given to Deputy Director of DPS to make application to Wayne County Department of Public Service for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Resolved by _____ Seconded by _____

Yes:

No:

Absent:

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Eileen Gardenhire
(734) 595-6504, Ext: 2030
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. A-14059	
ISSUE DATE 1/1/2014	EXPIRES 12/31/2014
REVIEW No.	WORK ORDER 79641

PROJECT NAME
INKSTER - MAINTENANCE

LOCATION
VARIOUS ROADS ()

CITY/TWP
INKSTER

PERMIT HOLDER
CITY OF INKSTER
26900 PRINCETON ST
INKSTER, MI 48141-2314

CONTRACTOR

MI

CONTACT

JEROME BIVINS

(313) 563-9773

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		PLANS APPROVED BY DATE PLANS APPROVED 1/1/2014
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		
OTHER FEE	\$0.00		
BOND	\$0.00		
INSPECTION DEPOSIT	\$0.00	LETTER OF CREDIT DEPOSITOR	REQUIRED ATTACHMENTS GENERAL CONDITIONS SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS INDEMNITY AND INSURANCE ATTACHMENT SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm
OTHER BOND	\$0.00		
TOTAL COSTS	\$0.00		
TOTAL CHECK AMOUNT	\$0.00		
CASHIER	DATE		
	1/1/2014		

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

(PERMIT VALID ONLY IF ACCOMPANIED
BY ABOVE ATTACHMENTS)

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JEROME BIVINS
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Ms. Tawny Barnes
Permit Coordinator

DATE



Robert A. Ficano
County Executive

November 20, 2013

City Of Inkster
26900 Princeton St
Inkster, MI 48141-2314

RE: Annual Maintenance Permit - A-14059

Attention: Jerome Bivins

Enclosed is your Wayne County Annual Maintenance Permit package. The Annual Permit authorizes a municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the following facilities which are under its jurisdiction:

1. Sanitary sewer inspection, repair and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections (two-inch maximum diameter).
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.

Note: A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *Scope of Work and Conditions for Municipal Maintenance Permits*
2. *General Conditions and Limitations of Permits*
3. *Indemnity and Insurance Attachment*
4. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications Document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

As a condition of the annual permit, the County requires that your governing body pass a blanket resolution of approval which

- a) agrees to fulfill all permit obligations and conditions
- b) indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity
- c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf.

Please return the original permit, signed and dated by the person authorized and designated by the resolution, along with a certified copy of the resolution and a copy of your certificate of insurance, consistent with the requirements transmitted in this package. Type the name of the designated signer below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Tawny Barnes
33809 Michigan Avenue
Wayne MI 48184**

Once received, the Permit Coordinator will validate your permit and return an executed copy to you for your files.

The *Scope of Work and Conditions for Municipal Maintenance Permits* requires that the Permit Holder submit monthly reports of all work performed under this permit. These reports should be faxed to 734.595.6356.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

Sincerely,



Tawny Barnes
Permit Coordinator

C: file

Attachments: Annual Permit
Scope of Work and Conditions for Municipal Maintenance Permits
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution

Department of Public Services – Permit Office
33809 Michigan Avenue, Wayne, MI 48184 ■ Phone (734) 595-6504 ■ Fax (734) 595-6356



**Wayne County Department of Public Services
Engineering Division – Permit Office**
Annual Permit for Municipal Maintenance Attachment

An Annual Maintenance Permit issued to a city, township or village within Wayne County shall be accompanied by a blanket resolution which a) agrees to fulfill all permit obligations and conditions, b) indemnifies, hold harmless and defends Wayne County and its officials and employees against any and all damage claims, suits or judgments of any kind or nature arising as a result of the permitted activity, c) designates and authorizes an appropriate official of the requesting municipality to sign the permit on its behalf. The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit.

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer
1. A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:
 - a. For all water service connections larger than a two inch (2") diameter
 - b. For any water service connection that serves more than one customer
 - c. Whenever work is to be performed in a new subdivision
 - d. For any sanitary sewer service connection

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.
2. A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Permit Conditions

1. A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL MAINTENANCE PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of Community
Governing Board) on _____ (date), the following resolution was
offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct emergency
repairs and annual maintenance work on local and County roads located entirely within
the boundaries of the Community, as needed from time to time to maintain the roads in a
condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits
and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the
Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the
County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or
corporations furnishing or supplying work, services, materials, or supplies to the
Community as the result of the Community's installation, construction, operation, repair
or maintenance activities which are being performed under the terms of the Permit on,
over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and
for loss of or damage to property, and environmental damage or degradation, and from
attorney's fees and related costs arising out of, under, or by reason of the Community's
installation, construction, operation, repair or maintenance activities which are being
performed under the terms of the Permit on, over, and/or under the County right-of-way
or any local road, except claims resulting from the direct negligence or willful acts or
omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors or any other person not a
party to the Permit without its specific prior written consent and notwithstanding the
issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name	and/or	Title

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____ (name of Community), County of Wayne, Michigan, on _____.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the grant of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification: The Permit Holder shall indemnify, hold harmless and defend Wayne County, the Wayne County Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the state of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a restoration of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications for Construction* as modified by Wayne County Special Provisions, *Standard Plans for Permit Construction* and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: March 20, 2014

From: Jerome Bivins, DPS Deputy Director

Date for Council Consideration: April 7, 2014

ACTION REQUESTED: Consider authorizing the Deputy Director of DPS to make application to the Wayne County Department of Public Service for necessary annual permit to occupy the Right-Of-Way of Wayne County Roads on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Current Action X Emergency Future

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

Treasurer's Approval 

BACKGROUND:

BACKGROUND:
The Annual Permit to occupy the Right-Of-Way of County Roads is required from Wayne County to replace and repair pavement cuts due to utility repairs within the Right-Of-Way of various Roads in Wayne County.

SCOPE OF SERVICES:

SCOPE OF SERVICES:
To conduct emergency repairs to pavement work on County Roads as needed in accordance with the Wayne County rules, specifications and procedures within the boundaries of our Community as needed for this permit.

JUSTIFICATION:

Justification:
Wayne County requirement to occupy the Right-Of-Way with regard to pavement restoration work.

PROJECT IMPROVEMENTS:

Improve and promote the City of Inkster image.

COSTS:

N/A

PROJECT TIME TABLE:

Resolution will be submitted as part of application upon adoption by the Mayor and Council resolution.

RESOLUTION:

RESOLUTION.
Authorization is hereby given to Deputy Director of DPS to make application to Wayne County Department of Public Service for necessary annual permit to occupy the Right-Of-Way of County Roads on behalf of the City of Inkster. Consider adopting the attached resolution to be submitted to Wayne County as part of requirements to submit the permit application.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION, CALL
Eileen Gardenhire
(734) 595-6504, Ext 2030
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No

A-14114

ISSUE DATE

1/1/2014

EXPIRES

12/31/2014

REVIEW No.

WORK ORDER

79354

PROJECT NAME
INKSTER - PAVEMENT RESTORATION

LOCATION
VARIOUS

CITY/TWP
INKSTER

PERMIT HOLDER

CITY OF INKSTER
26900 PRINCETON ST
INKSTER, MI 48141-2314

CONTRACTOR

MI

CONTACT

JEROME BIVINS

(313) 563-9773

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY

PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY

PLANS APPROVED BY	DATE PLANS APPROVED
	1/1/2014

REQUIRED ATTACHMENTS
GENERAL CONDITIONS

INDEMNITY AND INSURANCE ATTACHMENT
RULES, SPECIFICATIONS AND PROCEDURES
FOR PERMIT CONSTRUCTION - AVAILABLE
ONLINE AT

www.waynecounty.com/dps_engineering_cpoffice.htm

TOTAL CHECK AMOUNT

\$0.00

CASHIER

DATE

1/1/2014

(PERMIT VALID ONLY IF ACCOMPANIED
BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JEROME BIVINS
PERMIT HOLDER / AUTHORIZED AGENT

DATE

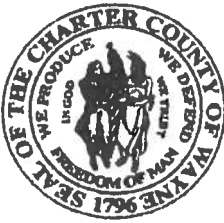
PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY Ms. Tawny Barnes
Permit Coordinator

DATE



Robert A. Ficano
County Executive

November 22, 2013

City Of Inkster
26900 Princeton St
Inkster, MI 48141-2314

RE: Annual Pavement Restoration Permit - A-14114

Attention: Jerome Bivins

Enclosed is your Wayne County Annual Pavement Restoration Permit package. The Annual Permit authorizes your company to occupy Wayne County road rights-of-way for the purpose of pavement repair and restoration.

In addition to the Annual Permit, the package also includes the following attachments, which are incorporated by reference into the permit:

1. *General Conditions and Limitations of Permits*
2. *Indemnity and Insurance Attachment*
3. *Model Community Resolution*

Please review the insurance attachment carefully, since the insurance requirements have been recently updated.

The WCDPS Permit Office has published its manual, *Rules, Specifications and Procedures for Permit Construction*. This manual replaces the Permit Specifications document which was attached to annual permits in previous years. The manual is also incorporated by reference into this annual permit and is available online at:

http://waynecounty.com/dps_engineering_cpoffice.htm

In particular, refer to Section 6, "Restoration" and Section 7, "Maintaining Traffic and Traffic Control Devices" for specific rules and specifications regarding pavement restoration work. Additionally, refer to Wayne County Standards of Permit Construction, numbered: PR-1, PR-2, PR-3, PR-4 and PR-5 for detailed specifications on pavement repair and patching. These standards are also available online at the above web address.

As an additional condition of this annual permit, the Permit Holder agrees to provide at least 72 hours prior notice before starting any construction. Each notice shall be sent to the Permit Office at the address shown below and shall include the location and date of the proposed work along with a detailed set of construction plans.

For each restoration project, plan review and inspection costs, including overtime, supervision, materials testing and emergency work (if required) will be billed to the Permit Holder on a monthly basis.

Please return the original permit, signed and dated by an authorized signatory, confirming that the signer's name is typed below the signature line and submit these documents to:

**Wayne County Department of Public Services
Permit Office
Attn: Ms. Tawny Barnes
33809 Michigan Avenue
Wayne MI 48184**

Once received, I will validate your permit and return an executed copy to you for your files.

If you have any questions regarding this Annual Permit, please contact me at 734.595.6504, extension 2002.

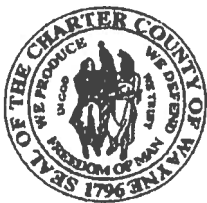
Sincerely,



Tawny Barnes
Permit Coordinator

C: file

Attachments: Annual Permit
General Conditions and Limitations of Permits
Indemnity and Insurance Attachment
Model Community Resolution



**Wayne County Department of Public Services
Engineering Division – Permit Office**

Indemnity and Insurance Attachment

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
ANNUAL PAVEMENT RESTORATION PERMIT**

Resolution No. _____

At a Regular Meeting of the _____ (Name of Community
Governing Board) on _____ (date), the following resolution was
offered:

WHEREAS, the _____ (hereinafter the "Community")
periodically applies to the County of Wayne Department of Public Services, Engineering
Division Permit Office (hereinafter the "County") for permits to conduct permanent
pavement repairs due to emergency repairs on local and County roads located entirely
within the boundaries of the Community, as needed from time to time to maintain the
roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq*, the County permits
and regulates such activities and related temporary road closures;

NOW THEREFORE, in consideration of the County granting such Permit, the
Community agrees and resolves that:

It will fulfill all permit requirements and will save harmless, represent and defend the
County of Wayne and all of its officers, agents and employees:

from any and all claims and losses occurring or resulting to any and all persons, firms, or
corporations furnishing or supplying work, services, materials, or supplies to the
Community as the result of the Community's installation, construction, operation, repair
or maintenance activities which are being performed under the terms of the Permit on,
over, and/or under the County right-of-way or any local road; and

from any and all claims of every kind for injuries to, or death of, any and all persons, and
for loss of or damage to property, and environmental damage or degradation, and from
attorney's fees and related costs arising out of, under, or by reason of the Community's
installation, construction, operation, repair or maintenance activities which are being
performed under the terms of the Permit on, over, and/or under the County right-of-way
or any local road, except claims resulting from the direct negligence or willful acts or
omissions of said County performing permit activities.

Any work performed for the Community by a contractor or subcontractor will be solely as
a contractor for the Community and not as a contractor or agent of the County. Any
claims by any contractor or subcontractor will be the sole responsibility of the
Community. The County shall not be subject to any obligations or liabilities by vendors
and contractors of the Community, or their subcontractors or any other person not a
party to the Permit without its specific prior written consent and notwithstanding the
issuance of the Permit.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this resolution as part of a Permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

The resolution shall stipulate that the requesting city, incorporated village or township shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

The resolution shall stipulate that the requesting city, incorporated village or township shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This resolution shall continue in force from this date until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the County of Wayne Department of Public Services Engineering Division Permit Office for the necessary permit to work within County road right-of-way or local roads on behalf of the Community.

Name

and/or

Title

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____ (name of Community), County of Wayne, Michigan, on _____.

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: March 20, 2014

From: Jerome Bivins, DPS Deputy Director

Date for Council Consideration: April 7, 2014

ACTION REQUESTED: Consider authorizing administration to have a liquidation of excessive asset and equipment sell City Wide.

Current Action ☒ Emergency ☐ Future ☐

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

Treasurer's Approval 

BACKGROUND:

The Department of Public Service has stored numerous of unused equipment. Many of these items has value that could financially benefit the City. In an effort to remove these items and bring in revenue we would like to have these items liquidated.

SCOPE OF SERVICES:

To move the excessive equipment being stored City Wide

JUSTIFICATION:

These items were not being utilized by the City and this effort will bring revenue into the City

PROJECT IMPROVEMENTS:

COSTS:

N/A

PROJECT TIME TABLE:

As soon as approved by Mayor and Council

RESOLUTION:

Authorization is hereby given to Deputy Director of DPS to have a liquidation of excessive asset and equipment sell City Wide.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

REQUEST FOR COUNCIL ACTION

To: Richard Marsh, City Manager

Date: March 10, 2014

From: Mark Stuhldreher, City Treasurer

Date for Council's Consideration: 03/17/14

ACTION REQUESTED: Approve Service Agreement with Plante Moran

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: Yes ☒ Account # 801.800 (Professional/Accounting Services) No ☐ N/A ☐

Treasurer's Approval MDS

BACKGROUND:

Plante Moran has been providing services as outlined in a Service Agreement dated June 2, 2011. This Agreement has been extended several times. Originally, Plante Moran staff was working three days per week. The monthly fee was \$10,000. Based on a four week month, this equated to 96 hours per month or \$104 per hour.

Since the original agreement, the City has entered into a Consent Agreement with the Michigan Department of Treasury. Additionally, due to reduction in resources, city staffing levels have been reduced. These events have resulted in the Treasurer adding to the original scope of services to ensure provisions of the Consent Agreement are followed and to ensure appropriate levels of financial management support exist. This increased scope of service has required that Plante Moran staff provide support five days per week for a monthly fee of \$15,000. Based on a four week month, this equates to 160 hours per month or \$93.75 per hour.

The attached Service Agreement incorporates current service levels and the five days per week that Plane Moran staff currently provide. The monthly fee is \$12,500. Based on a four week month, this equates to 160 hours per month or \$78.00 per hour. This represents a reduction in the hourly consulting rate of 25% compared to the original hourly rate of \$104 per hour and a reduction in the hourly consulting rate of 17% compared the current hourly rate of \$93.75 per hour.

SCOPE OF SERVICES:

See attachment A

JUSTIFICATION:

Adequate financial management resources are a critical component as we work our way through these turbulent financial times. Absent the support provided by this Service Agreement, the organization risks not being able to execute the Deficit Elimination Plan(s) and risks not having sufficient and timely information to make adjustments to the Plan(s). As important, the support provided by this

Agreement will allow us to continue to create and institute finance related systems, policies and procedures to ensure proper financial management of the organization moving forward.

PROJECT IMPROVEMENTS:

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

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

COSTS:

The cost is \$12,500 per month and provides for Plante Moran to be on site five (5) days per week providing general financial management support.

PROJECTED TIME TABLE:

Services will be provided through the end of the fiscal year 2016 at which time the scope of services will be reevaluated.

RESOLUTION:

Authorization is hereby given to approve the attached Service Agreement with Plante Moran.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

April 2, 2014

Mr. Mark Stuhldreher
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Dear Mr. Stuhldreher:

We continue to be complimented by your selection of our firm to assist you. We are sending this letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, to confirm our understanding of the nature, limitations, and terms of the services we will provide to City of Inkster ("Inkster").

Scope of Services

We will continue to provide temporary financial assistance at your discretion. Our work product will be in the form of preparing and reviewing financial schedules and analysis created under the direction and supervision of you, Mark Stuhldreher, as Treasurer. Our consulting services will be provided to assist you with the following activities:

A. Monthly

- Reconciliation of bank and investment accounts
- Reconciliation of accounts payable between general ledger and sub-ledger
- Maintain the financial reports, including review of general ledger postings, preparation and recording of journal entries, reconciliation of interfunds, preparation of monthly budget to actual reports as needed
- Prepare information necessary to make property tax and other monthly disbursements, as needed
- Preparation of currently required consent agreement monthly reports (accounts payable aging, cash flow, and budget to actual reports)
- Prepare information necessary to calculate monthly pension contributions

B. Quarterly/Yearly

- Assist with quarterly budget amendments
- Prepare 941 reconciliation
- Prepare unemployment reporting
- DEP updates as needed
- Assist management with annual budget preparation

- Prepare or review grant financial reports as required
- Reconciliation of long-term debt balances
- Preparation of other external reporting (Act 51, Qualifying Statement, F-65, Metro Act, etc...)

C. Audit preparation assistance

- Calculating and recording year-end accruals
- Preparing GASB 34 entries and related reconciliations
- Assistance with implementation of new GASB requirements
- Preparing "prepared by client (PBC)" schedules as requested by auditors
- Assist in the accumulation of data for audit report footnotes and Management's Discussion, and Analysis (MD&A)
- Assist with answering auditor questions

The above task list is not all-inclusive of the work we will provide. Specific additional tasks may be requested by the City and performed by Plante Moran as contractual time permits

It should be noted that we will not be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, and handling cash in any way. We also will not be responsible for the preparation, printing, or submitting to the State of Michigan the audited financial statement as this is the responsibility of the City's external auditors.

Timing of Services

PM Staff will be available, on average, 5 days per week (40 hours per week), for this project. Absences for vacations, holidays, and training will be communicated to you in advance and arrangements will be made to ensure all necessary financial tasks are completed during these absences.

Fees and Payment Terms

Our fee for this assignment is \$12,500 per month. If additional staffing is required over and above 40 hours per week, we can make additional staff available upon your request. Any additional staff provided will be billed at \$850 per day.

Our invoices will be rendered monthly and are due when received.

The terms as described above will be applied retroactively to the first day of the month following our receipt of a signed copy of this engagement letter and Professional Services Agreement and will continue until June 30, 2016.

Mark Stuhldreher
City of Inkster, MI

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April 2, 2014

If you are in agreement with our understanding of this engagement, as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign the enclosed copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC



William Brickey

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Inkster and Plante & Moran, PLLC with respect to the services specified in the Scope of Services section of this engagement letter.

City of Inkster

Mark Stuhldreher

Date

Title

Professional Services Agreement – Temporary Finance Assistance Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our temporary finance assistance services dated April 2, 2014 between Plante & Moran, PLLC (referred to herein as "PM") and City of Inkster (referred to herein as "Inkster").

1. **Management Responsibilities** – The services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions. Further, Inkster acknowledges that Inkster is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services. Inkster is responsible for the design, implementation, and maintenance of internal controls, including monitoring ongoing activities in connection with our engagement. Accordingly, PM accepts no responsibility as a responsible party for the payment of taxes of any nature, including, but not limited to income, withholding, sales, excess of other taxes assessed at the Federal, State or local levels that may be owed or otherwise arise. Inkster has designated Mark Stuhldreher, City Treasurer to oversee the services PM will provide. Oversight includes evaluating the adequacy and the results of the services PM will provide and accepting responsibility for the results of those services.
2. **Review and Supervision** – Inkster understands and acknowledges that all PM staff assigned to this project are working solely at Inkster's direction and agree that all work performed will be subject to the same supervision, review and approval practices that Inkster undertakes with its own staff. It is further understood that the work of PM staff assigned to this project is typically not being reviewed by any other person at PM and that Inkster supervision, review and approval practices will include review and approval of any journal entries prepared by PM staff prior to posting.
3. **Nature and Limitations of Services** – PM's project activities will be based on information and records provided by Inkster. PM will rely on such underlying information and records and PM's project activities will not include audit or verification of the information and records provided to PM in connection with PM's project activities.

The project activities PM will perform will not constitute an examination or audit of any Inkster financial statements or any other items, including Inkster's internal controls. If Inkster requires financial statements or other financial information for third-party use, or if consulting services, a separate engagement letter will be required. Accordingly, Inkster agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Inkster. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Inkster of any such matters that come to its attention.
4. **Project Deliverables** – At the conclusion of PM's project activities and periodically as the project progresses, PM will review the results of the project work with Inkster and provide Inkster with any observations related to PM's services that PM believes warrant Inkster's attention. PM also will provide Inkster with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Inkster's request. PM will not issue a formal written report as a result of this engagement and Inkster agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for Inkster's purposes. On a monthly basis, PM will provide the City with a listing of the specific tasks performed during the month.
5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Inkster, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Inkster, and PM will not use such information for any purpose other than our consulting engagement or disclose such information to any other person or entity without the prior written consent of Inkster.

In some circumstances, PM may use third-party service providers to assist with our engagement. PM will inform Inkster if it intends to use a third-party service provider. In order to enable these service providers to assist PM in this capacity, PM must disclose information to these service providers that is relevant to the services they provide. Disclosure of such information shall not constitute a breach of the provisions of this agreement.

In the interest of facilitating PM's services to Inkster, PM may communicate or exchange data by internet, e-mail, facsimile transmission, or other method. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Inkster recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consent to PM's use of these electronic devices during this engagement.

Both Inkster and PM acknowledge, however, that PM may be required to make its written materials in its possession, custody, or control available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in

Professional Services Agreement – Temporary Finance Assistance

accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Inkster in a timely manner of such request and to cooperate with Inkster should it attempt, at Inkster's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to Inkster as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, PM's written materials created or obtained in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements.

Upon Inkster's written request, PM may, at its sole discretion, allow others to view any written materials relating to this engagement that remain in PM's possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Inkster acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of such written materials, without regard to whether access had been granted with respect to any prior requests.

6. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees, or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on responsibilities under the scope of services. This assistance includes availability and cooperation of those Inkster personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's estimates, the estimated fees will be adjusted for the additional time PM incurs as a result. PM will consult with the City of Inkster prior to adjusting the fees.

In any circumstance where PM's work is rescheduled due to Inkster's failure to provide information necessary for the engagement, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of the work. Because rescheduling work imposes additional costs on PM, in any circumstance where PM has provided estimated fees, those estimated fees may be adjusted for additional time PM incurs as a result of rescheduling its work. PM will endeavor to advise Inkster in the event any circumstances occur which would require PM's work to be rescheduled. However it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

7. **Payment Terms** – PM's invoices for the services provided are due on the agreed-upon dates. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of our consulting work. Inkster agrees that in the event PM stops work or terminates this Agreement as a result of Inkster's failure to pay fees on a timely basis for services rendered by PM as provided in this Agreement, or if PM terminates this Agreement for any other reason, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
8. **Fee Adjustments** – Any fee adjustments for reasons described elsewhere in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and out-of-pocket costs incurred, and included as an adjustment to PM's invoices related to this engagement. Inkster acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement. PM will consult with the City of Inkster prior to adjusting the fees.
9. **Termination of Engagement** – This agreement may be terminated by either party upon 30 days written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. Inkster will be obligated to compensate PM for all time expended and to reimburse PM for all out-of-pocket expenditures through the date of termination of this engagement.
10. **Hold Harmless and Indemnification** – As a condition of this engagement, City of Inkster agrees to hold PM, and all of its partners and staff, harmless against any losses, claims, damages, or liabilities, to which PM may become subject in connection with services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of its partners or staff. This hold harmless includes the agreement to reimburse PM for any legal or other expenses incurred by PM, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities. This provision shall survive any termination of this engagement.

Professional Services Agreement – Temporary Finance Assistance

11. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. Inkster understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with Inkster. If PM becomes aware of any conflicts of interest during the course of the engagement, PM will immediately disclose that fact to Inkster upon discovery.
12. **Agreement Not to Influence** – Inkster and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Inkster agrees that PM employees are not "contract for hire." PM may release Inkster from these restrictions if Inkster agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
13. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

End of Professional Services Agreement –Temporary Finance Assistance Services