

1. Agenda

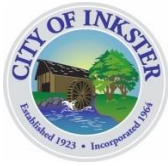
Documents:

[REVISED AGENDA 5-1-17.PDF](#)

2. Packet

Documents:

[PACKET 5-1-17.PDF](#)



INKSTER CITY COUNCIL

May 1, 2017

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

Mayor – Byron Nolen
Mayor Pro Tem – Timothy Williams, District I

Council Members:

Clarence Oden, Jr., District II
Sandra K. Watley., District III
Steven Chisholm, District IV
Kim Howard, District V
Connie R. Mitchell, District VI

FELICIA RUTLEDGE
CITY CLERK

BYRON NOLEN
MAYOR

TREASURER
DARIN CARRINGTON

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
 - B. Plante and Moran Contract Discussion/Presentation – LaTonya Edwards, Laura Knapp & Bill Brickey
 - C. Nixle Presentation – Chuck Hubbard & Lindsey Rogers
3. Public Participation (limit to 3 minutes)
4. 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).
5. Adjournment

May 1, 2017
Revised
Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

- A. Pledge of Allegiance
- B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

- A. Lowering of Natural Gas Cost Presentation – Jerome Bivins, DPS Director
- B. Streetlights Presentation – Jerome Bivins, DPS Director

4. Public Hearing

- A. A public hearing on the proposed City of Inkster fiscal year 2017-2018 budget beginning July 1, 2017 through June 30, 2018 and the property millage rate proposed to be levied and the water and sewer rates.

5. Consent Agenda

- A. April 17, 2017 Regular City Council Meeting Minutes.
- B. Allen Brother's and Attorney's PLLC invoice \$31,743.98.

Pg. 8

6. Boards and Commissions

- A. Update of current list of appointments to Boards & Commissions. **Pg. 13**

7. Previous Business

8. Ordinance(s)

- A. First Reading(s)

- B. Second Reading(s)

- 1. A **second** reading on a proposed amendment to the City of Inkster Code of Ordinance for amending the word "City Manager" to "Mayor" in all the Ordinances per the passage of the New City Charter.

Pg. 19

9. New Business

A. Discussion/Action: (Felicia Rutledge) Consideration and approval of a proposed amendment to the City of Inkster Code of Ordinance for amending the word "City Manager" to "Mayor" in all the Ordinances per the passage of the New City Charter. **Pg. 19**

B. Discussion/Action: (Mayor Nolen) Consideration and approval to open City IT Services for RFP. **Pg. 24**

C. Discussion/Action: (Felicia Rutledge) Consideration and approval to accept the State of Michigan Department of State and Wayne County, City of Inkster Help America Vote Act (HAVA) Grant agreement for voting system hardware and the purchase of a High Speed Absentee Voter Counter. **Pg. 34**

D. Discussion/Action: (Darin Carrington) Consideration for the Grant Administrator to have the ability to change/alter work rules and schedules consistent with the Fair Labor Standards Act. **Pg. 51**

E. Discussion/Action: (Darin Carrington) Consideration and approval of grievance settlement with Lt. Jeffrey Twardzik funds to be disbursed from account#11-31-801-000. **Pg. 53**

10. Public Participation (limit to 3 minutes)

11. City Clerk

12. City Treasurer

13. Mayor and Council Communication

14. Closed Session

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

15. Adjournment

Felicia Rutledge
City Clerk

April 11, 2017

Mayor Byron Nolen
City of Inkster
26215 Trowbridge
Inkster, MI 48141

Dear Mr. Nolen:

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 Darin Carrington, as Treasurer and CFO. Our consulting services will be provided to assist with the following activities:

A. Monthly

- Reconciliation of bank and investment accounts
- Reconciliation of accounts payable between general ledger and subledger
- 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
- Assist management with annual budget preparation
- 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
- Assist with the review of the audited financial statements

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, or handling cash in any way. We will also 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

Plante Moran 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 \$15,000 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 will be billed at the following hourly rates: Financial Specialist \$110, Manager \$155, Partner \$205.

Additional services may include certain duties currently performed by the Treasurer such as assistance with the overall management of the Treasurer's office and communication of budget and other fiscal matters to the Mayor and members of City Council at council meetings.

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

The terms as described above will apply from the period of July 1, 2017 until June 30, 2018.

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.

plante
m
moran

April 11, 2017

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

Byron Nolen

Date

Title

plante

moran

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement letter for our consulting services dated April 11, 2017 between Plante & Moran, PLLC (referred to herein as "PM") and City of Inkster (referred to herein as "Inkster").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. 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; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement. Inkster has designated Darin Carrington, Treasurer and CFO, to oversee the services PM will provide.
2. **Nature of Services** – PM's project activities will be based on information and records provided to PM 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 the 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. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If Inkster requires financial statements or other financial information for third-party use, or if Inkster requires tax preparation or 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, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's project activities and periodically as PM progresses, PM will review the results of its 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 or other materials that PM may develop in the course of this engagement upon Inkster's request. PM will not issue a 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.
4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to Inkster, such Electronic Documents will be provided in a format determined to be acceptable to PM. Inkster acknowledges and agrees that Inkster's ability to access such Electronic Documents requires software programs which PM does not develop, license, distribute, support, or sell, and Inkster shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Inkster.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, Inkster acknowledges that Inkster is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electronic Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

Inkster acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Inkster and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). Inkster agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to Inkster a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Inkster agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual

Professional Services Agreement – Consulting Services

Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with Inkster, Inkster agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

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 its consulting engagement or disclose such information to any other person or entity without the prior written consent of Inkster.

In the interest of facilitating PM's services to Inkster, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. 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 consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Inkster and PM acknowledge, however, that PM may be required to make its workpapers 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 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 Inkster 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, workpapers created 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 for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Inkster's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its 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 PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Inkster. In order to enable these service providers to assist PM in this capacity, Inkster, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of Inkster's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. Inkster's consent shall be continuing until the services provided for this engagement agreement are completed.
7. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Inkster acknowledges that any commercially-available third-party

Professional Services Agreement – Consulting Services

data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that Inkster will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Inkster, Inkster agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to Inkster a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Inkster from directly contracting with or obtaining a license from any third-party data source if Inkster determines, in its sole discretion, that any such direct contract or license to be in its best interest.

8. **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 Inkster personnel providing PM staff the assistance necessary to satisfy Inkster 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 Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

- PM will advise Inkster in the event these circumstances occur, 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.
9. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. 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 PM's consulting work. Inkster agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
10. **Fee Adjustments** – Any fee adjustments for reasons described 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 related costs PM incurs, 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.
11. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). Inkster acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
12. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, Inkster agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and/or the PM Persons to Inkster shall not exceed the total fees paid by Inkster to PM for the services provided in connection with this engagement agreement. Inkster and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, Inkster's responsibility for the management functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to Inkster, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and Inkster agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to Inkster shall be limited to no more than the total amount of fees paid by Inkster for the particular phase of services alleged to have given rise to any such liability.

Professional Services Agreement – Consulting Services

13. **Defense, Indemnification, and Hold Harmless** – As a condition of PM's willingness to perform the services provided for in the engagement letter, Inkster agrees to defend, indemnify and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the 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 the PM Persons. This defense, indemnity and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities.
14. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Inkster but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Inkster agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
15. **Termination of Engagement** – This agreement is for one year, from July 1, 2017 to June 30, 2018. If the City does not wish to renew the engagement for the following year, a written notification to that effect must be sent from the City to Plante Moran Partner William Brickey on or before sixty days prior to June 30, 2018. Absent written notification to that effect, the engagement will automatically renew for one additional year, from July 1, 2018 to June 30, 2019 including a three percent increase to the monthly fee. This process to terminate the engagement will repeat in future years. Upon receipt of written notification of termination, PM's services will cease on the subsequent June 30th 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 related costs PM incurs through the date of termination of this engagement.
16. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
17. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
18. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
19. **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 interests of Inkster.
20. **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.
21. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
22. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Michigan.

End of Professional Services Agreement – Consulting Services

April 17, 2017
Regular City Council Meeting – 7:00 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, April 17, 2017.

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

- A. Agenda Discussion
- B. First Right of Refusal Program – Nate Ford, Economic Director
- C. Juneteenth Celebration

Moved by Councilmember Oden, Seconded by Councilmember Howard council convenes into a Closed Executive Session a 7:05 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 7
 NAYS: 0
 ABSENT:

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to adjourn the closed Executive Session at 8:00 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 8:05p.m.

Pledge of Allegiance

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

Prayer

Prayer was led by Pastor Sample.

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Present	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

Moved by Councilmember Howard, Seconded by Councilmember Mitchell to approve the agenda with added items "C" and "D" under New Business and the deletion of item "A" under Public Hearings and the deletion of item "1" under First Readings.
4-17-95R - Motion carried.

Presentations/Discussion

- A. Presentation from Michigan Municipal League – Louis Allen-Richardson

Public Hearings

- A. ~~A public hearing on the City of Inkster Code of Ordinance for additional licenses in three categories for Medical Marijuana; Transportation of Medical Marijuana; Distribution of Medical Marijuana and Testing of Medical Marijuana. (REMOVED)~~
- B. A public hearing on the City of Inkster Code of Ordinance for amending the word "City Manager" to "Mayor" in all the city's Code of Ordinances per the new City Charter.

Moved by Mayor Nolen, Seconded by Councilmember Oden to OPEN a public hearing for amending the word "City Manager" to "Mayor" in all the city's Code of Ordinances per the new City Charter. Resolution 04-17-96R – Motion carried.

Moved by Mayor Nolen, Seconded by Councilmember Chisholm to CLOSE a public hearing for amending the word "City Manager" to "Mayor" in all the city's Code of Ordinances per the new City Charter. Resolution 4-17-97R – Motion carried.

Consent Agenda

- A. April 3, 2017 Regular City Council Meeting Minutes.

Moved by Mayor Nolen, Seconded by Councilmember Mitchell to approved the Consent Agenda. Resolution 4-17-98R – Motion carried.

Boards and Commission

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

Nominations:

1. Police and Fire Pension
2. Jason Turner – Cable Commission

Previous Business

Ordinance(s)

- A. First Reading(s)

1. ~~A first reading on a proposed amendment to the City of Inkster Code of Ordinance for additional licenses in three categories for Medical Marijuana; Transportation of Medical Marijuana; Distribution of Medical Marijuana and Testing of Medical Marijuana.~~

2. A first reading on a proposed amendment to the City of Inkster Code of Ordinance for amending the word "City Manager" to "Mayor" in all the Ordinances per the passage of the New City Charter.

B. Second Reading(s)

1. A **second** reading on a proposed amendment to the Zoning Map to rezone the North of Cherry Street between Inkster Road and Middlebelt Road from RM-1 Multiple Family Residential District to M-1 Light Industrial per the Planning Commission recommendation.

New Business

- A. Discussion/Action: (Jeannie Fields) Consideration and approval of a proposed amendment to the Zoning Map to rezone the North of Cherry Street between Inkster Road and Middlebelt Road from RM-1 Multiple Family Residential District to M-1 Light Industrial per the Planning Commission recommendation.

**Moved by Councilmember Oden, Seconded by Councilmember Chisholm
To approve of a proposed amendment to the Zoning Map to rezone the North
of Cherry Street between Inkster Road and Middlebelt Road from RM-1
Multiple Family Residential District to M-1 Light Industrial per the Planning
Commission recommendation.**

Resolution 4-17-99R – Motion carried.

NAY: (Howard, Watley)

- B. Discussion/Action (Nate Ford) Consideration and approval of an offer to purchase (Case # LD 17-03) four (4) residential properties: 1) 26108 Andover (legally described as LOT 121 Also S½ ADJ VAC ALLEY FRANK H. FELLRATHS SUB T2S R10E L33 P58 WCR); 2) 26089 Lehigh (legally described as LOT 420 Also N ½ ADJ VAC ALLEY ROUGELVANIA SUB No. 1 T2S R10E L54 P81 WCR); 3) 3236 Walnut (legally described as LOT 736 WOLVERINE TRACTOR SUB T2S R9E L38 P34 WCR); and 4) 3902 Walnut (legally described as LOT 124 ALSO E ½ ADJ ALLEY INKSTER GARDENS SUB T2S R9E L48 P73 WCR) in the total amount of \$8,040.00 (\$2,010.00 per property) to Badr Bakry.

**Moved by Councilmember Nolen, Seconded by Councilmember Chisholm
to and approval of an offer to purchase (Case # LD 17-03) four (4) residential
properties: 1) 26108 Andover (legally described as LOT 121 Also S½ ADJ VAC
ALLEY FRANK H. FELLRATHS SUB T2S R10E L33 P58 WCR); 2) 26089 Lehigh
(legally described as LOT 420 Also N ½ ADJ VAC ALLEY ROUGELVANIA SUB
No. 1 T2S R10E L54 P81 WCR); 3) 3236 Walnut (legally described as LOT 736
WOLVERINE TRACTOR SUB T2S R9E L38 P34 WCR); and 4) 3902 Walnut
(legally described as LOT 124 ALSO E ½ ADJ ALLEY INKSTER GARDENS SUB
T2S R9E L48 P73 WCR) in the total amount of \$8,040.00 (\$2,010.00 per
property) to Badr Bakry.**

Resolution 4-17-100R – Motion carried.

- C. Discussion/Action: (City Council) To vote in accordance with the vote that was taken in closed session. (Dukes)

**Moved by Councilmember Howard, Seconded by Councilmember Nolen
to approve the vote that was taken in closed session. (Dukes)**

Resolution 4-17-101R – Motion carried.

- D. Discussion/Action: (City Council) To vote in accordance with the vote that was taken in closed session. (Smith)

Moved by Mayor Nolen, Seconded by Councilmember Oden to approve the vote that was taken in closed session. (Smith)
Resolution 4-17-102R – Motion carried.
NAY: (Watley)

Public Participation

- **Akindede Akinyemi** – Stated that the DDA would be hosting a forum at their meetings. He stated they be discussing a Farmer's Market and partnering initiatives.
- **Gabe Henderson** – Stated that the Inkster Beautification would be kicking off their Spring Clean on April 29, 2017.
- **Jeffrey Carter** – Had concerns about a robbery that took place at his residents in 2014.
- **DeAndrea Watley** – Announced her all you can eat potato fundraiser to assist children in the city. She stated the fundraiser would be held April 29, 2017 at St. Clemmons church.

City Clerk

- No Comments

City Treasurer

- Announced the next budget meeting on Wednesday April 19, 2017.

Mayor and Council

- **Councilwoman Watley** – Announced the Memorial Day Parade and stated she is still accepting applications and sponsorships. She further announced District III Advisory meeting on April 27, 2017. She further announced the implementation of citizen comment cards on May 1, 2017.
- **Councilman Oden** – Stated he is proud of Jewell Jones and read an article recently about him.
- **Councilwoman Mitchell** – Announced the Blight meeting on April 19, 2017 and encouraged all residents to attend. She further announced the Moulin Rouge Ball. She thanked Jerome Bivins and the Ordinance department for assisting with an issue.
- **Councilman Chisholm** – Stated he attended the Tax Foreclosure session at the Recreation Complex. He said it was a good event with a good turnout. He further stated that citizens are contacting him about help regarding foreclosure. He said he attended the Main Street Basics in Milan and would be forwarding that information to the DDA. He announced District IV Advisory meeting to be held at New Birth Baptist Church on April 26, 2017. He thanked Councilwoman Watley and DeAndrea Watley for helping to assist with passing out of notification of his advisory meeting.
- **Mayor Nolen** – Invited residents to shop Inkster. He stated that residents attended the last budget hearing meeting and invited citizens to participate.
- **Mayor Pro-Tem Williams** – Thanked Nate Ford and Jeannie Fields for brainstorming about bringing in new revenue.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Mayor Nolen, Seconded by Councilmember Oden and carried, the Regular Council meeting of April 17, 2017 was adjourned at 9:17 p.m.



Felicia Rutledge, City Clerk
City of Inkster

AGING COMMISSION

Ordinances: 414, 457 & 508

Exp. 01/17/20

Exp. 02/06/18

Vacant

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
 Troy Seaton Dist. 1
Vacant Dist. 2
 Charmaine Kennedy Dist. 3
Vacant Dist. 4
 Thelma Jean Overman Dist. 5
 Franklin Minor Dist. 6
 Sandra Watley **Mayoral**
 Steven Chisholm At-Large

Exp. 01/17/20

 Exp. 01/17/20

 Exp. 02/06/20
 Exp. 01/04/19
 Exp. 01/03/20
 Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

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

Exp. 6/18/15

Exp. 12/04/11

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Henry Wade		Exp. 12/17
- (Licensed Plumber)		
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason		Exp. 10/17
- (Licensed Electrician)		
Marcus Hendricks –		Exp. 12/17
- (Licensed Electrician)		
- Tom Michelini		Exp. 04/19
- Building Inspector		
- (Licensed Engineer/Inspector)		

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
Connie R. Mitchell		Tenure
Martha Theis		Exp. 01/14/18
Lewis Gregory		Exp. 10/06/18
Cynthia Adams (Secretary)		Exp. 01/14/18
Brittni Abiolu (Vice Chair)		Exp. 05/18/19
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade		Exp. 12/17/16
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

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
Byron Nolen		Tenure
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
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
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

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

Montel Armstrong
 Caroline Smith
 Mable Stroman
 Ellis Clifton
 DaSalla Scott
 George Williams

Tenure
 Exp. 12/21
 Exp. 12/21
 Exp. 12/21
 Exp. 01/22 (Resident Housing)
 Exp. 12/21

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

Theola Jones Dist. 1
 Rhoda Littles Dist. 2
 Ruth E. Williams Dist. 3
 Vacant Dist. 4
 Vacant Dist. 5
 Vacant Dist. 6
 Vacant

Exp. 02/06/19
 Exp. 02/06/19
 Exp. 02/06/19

LIBRARY BOARD

4 year term

Michael Wells
 Akindede Akinyemi
 DeAndra Crystal-Rikay Watley
 Dosye A. Thompson
 Emmereal Shawn Wells
 Ruth E. Williams

Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019
 Exp. 2019

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

Neil Harrison Dist. 1
 Curtistine Barge Dist. 2
 Brittini Abiolu Dist. 3
 Olubisi B. Ajetunmobi Dist. 4
 Vacant Dist. 5
 Barbara Cooper Dist. 6
 Marie Jenkins Mayoral

Exp. 3/21/18
 Exp. 1/20/18
 Exp. 3/7/18
 Exp. 1/20/18

 Exp. 5/2/18
 Exp. 1/20/18

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term

7 Members

State Law and Ordinance 409

Lenoria Warmack
 Thelma Jean Overman
 Debra Owens
 Ann Gross
 Ronald Johnson
 George Williams
 Aaron Sims

Exp. 10/17/2023
 Exp. 10/17/2023
 Exp. 10/17/2023
 Exp. 12/5/2023
 Exp. 12/19/2023
 Exp. 12/19/2023
 Exp. 01/03/2024

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

John White	Dist. 1	Exp. 03/20/19
Deborah Owens	Dist. 2	Exp. 03/25/16
Shelby Johnson	Dist. 3	Exp. 09/15/16
Vernell Massey	Dist. 4	Exp. 12/01/16
Lenardo Gambrio	Dist. 5	Exp. 10/15/16
James Richardson IV	Dist. 6	Exp. 09/15/16
Tonia Williams	Mayoral	Exp. 02/20/19
	Mayoral	Exp.
Yolanda Lockett	Council	Exp. 01/20/17

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Alisa Todd	Dist. 1	Exp. 3/7/18
Katrina Coats	Dist. 2	Exp. 3/7/18
Zeavean Johnson	Dist. 3	Exp. 3/7/18
William Grubbs	Dist. 4	Exp. 3/7/18
Taylor Todd	Dist. 5	Exp. 3/7/18
Demon Zimmerman	Dist. 6	Exp. 3/7/18
Twain Smith	Mayoral	Exp. 3/7/18

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 (Council appointee)	Exp. 12/18
Byron Nolen (Mayor)	Tenure
Darryl Davis (City appointee)	Exp. 10/18
Timothy Williams (Mayor Pro-Tem)	Exp. 7/19
Mack Willis	Exp. 2/20
James Garrett	Exp. 08/17
William Ratliff (Vice-Chair)	Exp. 04/19
Lynette Cain (Secretary)	Exp. 05/19
Steven Chisholm (Chair)	Exp. 04/19

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term

5 Members

Charter

Lorenzo A. Moner, Jr.	Mayoral	Exp. 12/17
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	
	City Council Rep	Exp. 12/17
Velma Overman	Board of Trustee Rep	

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
Marcus Hendricks	App. 02/18/13
Dennis Welsio	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

Ruth E. Williams	Dist. 1	Exp. 02/15/19
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 04/03/20
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 09/2/17
Vanola Williams	Dist. 5	Exp. 02/06/20
Norma McDaniel	Dist. 6	Exp. 10/05/18
Tom Michelini		Exp. 04/18/19

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 36300 Warren Rd. Westland, MI. 48185]

Mayor Pro-Tem Timothy Williams	Exp. Tenure
Denise Champagne, Community Appointee	Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

[Meetings: Dates and times are quarterly and locations are various]

Timothy Williams, Council Appointee Exp. 2016

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

Byron Nolen	Tenure
Brittini Abiolu	Exp. 6/06/22
Avis Love	Exp. 03/20/23
Connie R. Mitchell	Exp. 02/06/23
Rerhi Onomake	Exp. 03/16/21
Dennis Weislow	Exp. 06/07/19
Charmaine Kennedy	Exp. 02/20/21
Mary Weislow (Treasurer)	Exp. 06/06/22
Winnie Nwankwo	Exp. 05/18/21
Akindele Akinyemi	Exp. 05/18/21

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
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Timothy Williams, City Council Representative	Tenure
Darin Carrington, Treasurer	Tenure
M. Jeannie Fields, Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Dorothy Gardner	Exp. 09/21/17

NOTES:

Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen – Mayor

Date: April 12, 2017

From: Felicia Rutledge, City Clerk

Date for Council Consideration: April 17, 2017

ACTION REQUESTED: Council to offer a second reading and approval on an amendment to City of Inkster Code of Ordinances to amend the word "City Manager" to "Mayor".

Current Action X Emergency Future

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

Mayor's Approval 

BACKGROUND INFORMATION

An Ordinance to amend the Inkster City Ordinances to conform with the provisions of the City Charter approved by the voters of the City of Inkster at the November 8, 2016 general election, and effective on December 12, 2016, which eliminated the position of City Manager and transferred the duties, powers and responsibilities of the City Manager to the Mayor. All references to the position "City Manager" in the Ordinances of the City of Inkster will be removed and replaced by the office of "Mayor" to accurately reflect that all of the obligations, responsibilities, powers, and duties formerly performed by the City Manager have been assigned to the office of Mayor.

SCOPE OF SERVICES

To amend the word "City Manager" to "Mayor" in the City Code of Ordinances.

JUSTIFICATION

To conform with the new City of Inkster Charter that eliminates the position of City Manager.

PROJECT OR IMPROVEMENT TASKS

COSTS

N/A

PROJECT TIME TABLE

A second reading and approval of an amendment to the City of Inkster Code of Ordinances to amend the word "City Manager" to "Mayor" in all the city Code of Ordinances per the passage of the November 8, 2016 charter revision.

RESOLUTION

Resolved by

Seconded by

Yes:
No:
Absent:

CITY OF INKSTER
ORDINANCE NO. _____

AN ORDINANCE TO amend the Inkster City Ordinances to conform with the provisions of the City Charter approved by the voters of the City of Inkster at the November 8, 2016 general election, and effective on December 12, 2016, which eliminated the position of City Manager and transferred the duties, powers and responsibilities of the City Manager to the Mayor. All references to the position "City Manager" in the Ordinances of the City of Inkster will be removed and replaced by the office of "Mayor" to accurately reflect that all of the obligations, responsibilities, powers, and duties formerly performed by the City Manager have been assigned to the office of Mayor.

IT IS HEREBY ORDAINED BY THE PEOPLE OF INKSTER THAT:

SECTION ONE. In the following sections of the Inkster City Code, references to the position of "City Manager" shall be replaced by the office of the Mayor. These changes will apply to the following sections of the Inkster City Code;

1. Section 31.03 – Definitions of city officials: remove reference to the position of "City Manager;"
2. Section 31.05(B)(3) and 31.05(B)(4) – replace "City Manager" with "Mayor;"
3. Section 32.002 – replace "City Manager" with "Mayor;"
4. Section 32.002(A) – replace "City Manager" with "Mayor;"
5. Section 32.002(B) – replace "City Manager" with "Mayor;"
6. Section 32.002(C)(1) – replace "City Manager" with "Mayor;"
7. Section 32.002(F)(3) – replace "Manager" with "Mayor;"
8. Section 32.003(D) – replace "City Manager" with "Mayor;"
9. Section 32.003 (I) – replace "City Manager" with "Mayor;"
10. Section 32.003(J) – replace "City Manager" with "Mayor;"
11. Section 32.003(M)(3)(b) – replace "City Manager" with "Mayor;"
12. Section 32.003(N)(6) – replace "City Manager" with "Mayor;"
13. Sections 32.003(O)(8) and (9) – replace "City Manager" with "Mayor;"

14. Section 32.031 – replace “City Manager” with “Mayor;”
15. Section 32.116(k) – replace “City Manager” with “Mayor;”
16. Section 32.118 (A) and (B) – replace “City Manager” with “Mayor;”
17. Section 32.120 – replace “City Manager” with “Mayor;”
18. Section 34.01(A)(2) – replace “City Manager” with “Mayor;”
19. Section 34.01(B)(5) – replace “City Manager” with “Mayor;”
20. Section 34.03(A) – replace “City Manager” with “Mayor;”
21. Section 37.02 – replace “City Manager” with “Mayor;”
22. Section 37.03(A) – replace “City Manager” with “Mayor;”
23. Section 40.28 – replace “City Manager” with “Mayor;”
24. Section 52.41 – replace “City Manager” with “Mayor;”
25. Section 52.41(A) – replace “City Manager” with “Mayor;”
26. Section 55.050 – replace “City Manager” with “Mayor;”
27. Section 73.02 – replace “City Manager” with “Mayor;”
28. Section 73.24 – replace “City Manager” with “Mayor;”
29. Section 90.26(A) – replace “City Manager” with “Mayor;”
30. Section 90.26(C) – replace “City Manager” with “Mayor;”
31. Section 91.17(B) – replace “City Manager” with “Mayor;”
32. Section 91.21(B) – replace “City Manager” with “Mayor;”
33. Section 91.23(A) and (B) – replace “City Manager” with “Mayor;”
34. Section 91.24(A) and (C) – replace “City Manager” with “Mayor;”
35. Section 91.25 – replace “City Manager” with “Mayor;”
36. Section 91.55 – replace “City Manager” with “Mayor;”

37. Section 91.56 – replace “City Manager” with “Mayor;”
38. Section 92.011 – replace “City Manager” with “Mayor;”
39. Section 95.03 – replace “City Manager” with “Mayor;”
40. Section 95.17 – replace “City Manager” with “Mayor;”
41. Section 95.18 – replace “City Manager” with “Mayor;”
42. Section 98.02 – replace “City Manager” with “Mayor;”
43. Section 98.16 – replace “City Manager” with “Mayor;”
44. Section 100.04(B) – replace “City Manager” with “Mayor;” and
45. Section 100.09 – replace “City Manager” with “Mayor.”

SECTION TWO. All ordinances or parts of ordinances that conflict with this ordinance are repealed.

SECTION THREE. Nothing in this Ordinance shall be interpreted as invalidating any actions of the Mayor performing the duties and actions which were formerly the responsibility of the City Manager from the effective date of the new City Charter until the effective date of this ordinance.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF INKSTER,
WAYNE COUNTY, MICHIGAN THIS _____ DAY OF _____, 2017.

Ayes:

Nays:

Abstentions:

Absent:

ATTEST:

Byron Nolen, Mayor

Felicia Rutledge, City Clerk

ENACTED:

PUBLISHED:

REQUEST FOR COUNCIL ACTION

To: City Council

Date: April 26, 2017

From: Byron Nolen, Mayor

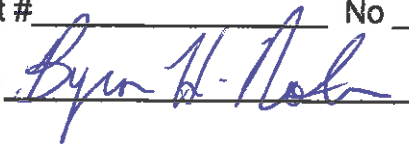
Date for Council Consideration: May 1, 2017

ACTION REQUESTED: Recommend approval for the Mayor to place an RFP for the purpose of contracting an IT professional to evaluate our current system and make recommendation to upgrade and maintain our technology.

Current Action ☒X_____ Emergency _____ Future _____

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

Mayor's Approval



BACKGROUND INFORMATION

The City of Inkster has had a system that has been put into place in 2009. The system has components that are no longer being manufactured and technology that needs to be protected from spam and other harmful activities that could disable our network and data theft.

SCOPE OF SERVICES

1. The selected vendor shall complete within the first 120 days a complete system and technical operational assessment that shall include but not be limited to:
 - a. Key operational application health and performance
 - b. Network health, design, performance, and risk identification
 - c. Inventory IT assets including collection of hardware and software configuration
 - d. Assess phone system design and key operational metrics and statistics
2. The selected vendor shall, upon completing and the City's acceptance of the technical operational assessment prepare and present within 120 days a five year technical strategic plan.
3. The selected vendor shall provide operational technical support for all city owned technical assets. Support shall be provided in accordance with the following service level agreement table and definitions. The selected vendor shall provide an online helpdesk application for triage, tracking, and reporting of SLA compliance.
 - a. Critical
 - b. Twenty-four hours and seven days a week (24x7)
 - c. Two hour response time
 - d. Mission critical application or hardware platform is completely inoperable or degraded such that the hardware, application, or business process cannot be

completed. The outage must impact multiple departments or materially impact the delivery of public safety services.

- e. High
 - a. 24x7
 - b. Four hour response
 - c. A Mission critical application or hardware platform is completely inoperable or degraded such that the hardware, application, or business process cannot be completed. The outage must impact multiple departments or severely impact the delivery of resident services.
 - c. Medium
 - d. Normal business hours
 - e. Five hour response
 - f. A key application or hardware platform is unstable or operationally degraded such that one or more departments and business process (is) is negatively impacted. Service delivery to the resident is either delayed or a work around must be employed to complete the business process.
- f. Normal
 - g. Normal business hours
 - h. Five hour response time
 - i. An application or hardware platform, or technology supported business process is degraded. A work around exists or can be developed within the routine course of business to complete the work process or the process can be completed at a later time with little or no operational or service delivery impact.
- g. Low
 - j. Normal Business hours
 - k. One business day response time
 - l. A minor error or operational impact exists. The business process and service delivery impact is negligible.
- h. Project
 - m. Normal business hours
 - n. One business day response time
 - o. Any request that requires the redesign or upgrade of an existing system or the evaluation and/or implementation of a new system, hardware platform, or service.

Qualifications of IT consultant:

1. Minimum 18 years professional level information technology experience
2. Minimum four years of experience with HIPAA data, applications, and compliance
3. Minimum five years professional level municipal information technology experience
4. . Candidates must have demonstrated experience in:

- a. Microsoft client server architecture design and administration
- b. Microsoft Active Directory design and administration
- c. Cisco IP network design and administration
- d. Security and perimeter solutions design and administration
- e. E-Mail design and administration
5. Proven grant writing and administration experience
6. Minimum of 10 years proven technical project management
7. Proven experience with CJIS systems including but not limited to CLEMIS and in-car video technology
8. Pass CJIS criminal background check
9. Proven proficiency in Image-trend applications and solutions

JUSTIFICATION

The city is always looking for an opportunity to increase production while reducing cost. When we evaluated our current technology and its age, we realize that the city as a whole is in a very vulnerable position. To correct that issue we are seeking to give other qualified IT practitioners the opportunity to evaluate our system and make recommendations to improve our overall operation.

PROJECT OR IMPROVEMENT TASKS

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

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

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

COSTS

The cost for this will be in the form of a recommendation to council after the request for proposals have been evaluated by our leadership team and the Mayor will bring before council for approval.

PROJECT TIME TABLE

We will place the RFP out with a deadline for proposals to be received by June 1, 2017. The leadership team can evaluate the applicants and do the due diligence necessary to make a qualified recommendation for council action on the first Council meeting in August.

RESOLUTION

Authorization is hereby given for

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Request for Proposal No. 05-01-2017

City of Inkster

IT professional to evaluate our current system and make recommendations to upgrade and maintain our existing technology.

City of Inkster
26215 Trowbridge
Inkster, MI. 48141

Table of Contents

Overview	2
Situational Analysis	2
Background.....	2
Vendor Information.....	2
1. Introduction.....	2
2. Detailing of objectives.....	2
3. Qualifications of IT consultant.....	Error! Bookmark not defined.
4. Project Pricing Estimate/Cost for Services Outlined.....	4
5 Guarantees/Warranties	4
6. Conclusion.....	4
7. Any additional information (not required)	4
Deliverables.....	5
Other Submittal Requirements	5
Evaluation Criteria	5
Selection Process.....	5
Schedule	6
Inquiries.....	6

Overview

The City of Inkster is seeking to update its server to enhance the productivity with its staff and provide better customer service to its community. Our goal is to meet high standards while keeping the cost for upgrades within the current budget.

The City of Inkster seeks the assistance of a company that can accomplish all of the functionality identified in this RFP but has the flexibility of providing this functionality over time, if needed due to budgetary constraints. The City also seeks a company that has the capability of integrating additional features that may be needed in the future.

Situational Analysis

The City of Inkster is seeking to enter into a professional services agreement with a qualified vendor to make recommendation to upgrade our server and the rest of the city's technology.

The City is actively seeking an information technology vendor with extensive municipal experience to replace and protect the server and upgrade other key components of technology. The City's emphasis is on incorporating safeguards to protect the staff's desktops from viruses while providing a better process to communicate issues with the IT contractor. That process will provide tractable data for the city's administration to better understand and evaluate the work of information technology.

Background

The City of Inkster has a system that is over six years old and has not had any major improvements to our technology. The lack of not having a long term strategic plan for upgrades to our system has made our technology inefficient. The current system has components that are no longer being manufactured and technology that needs to be protected from spam and other harmful activities that could disable our network and data theft.

Vendor Information and scope of work

The intent of this RFP is to enable the City of Inkster to evaluate vendor experience, qualifications and capabilities for evaluating and maintaining the City's information technology website. The desired qualifications are outlined below. Responders are to submit a written narrative corresponding to each of the numbered items:

1. Introduction

A. Company Overview and Summary

2. The selected vendor shall complete within the first 120 days a complete system and technical operational assessment that shall include but not be limited to:
 - a. Key operational application health and performance
 - b. Network health, design, performance, and risk identification
 - c. Inventory IT assets including collection of hardware and software configuration
 - d. Assess phone system design and key operational metrics and statistics
3. The selected vendor shall, upon completing and the City's acceptance of the technical operational assessment prepares and presents within 120 days a five year technical strategic plan.

4. The selected vendor shall provide operational technical support for all city owned technical assets. Support shall be provided in accordance with the following service level agreement table and definitions. The selected vendor shall provide an online helpdesk application for triage, tracking, and reporting of SLA compliance.
- A. Critical
 - a. 24x7
 - b. Two hour response time
 - c. Mission critical application or hardware platform is completely inoperable or degraded such that the hardware, application, or business process cannot be completed. The outage must impact multiple departments or materially impact the delivery of public safety services.
 - B. High
 - d. 24x7
 - e. Four hour response
 - f. A Mission critical application or hardware platform is completely inoperable or degraded such that the hardware, application, or business process cannot be completed. The outage must impact multiple departments or severely impact the delivery of resident services.
 - C. Medium
 - g. Normal business hours
 - h. Five hour response
 - i. A key application or hardware platform is unstable or operationally degraded such that one or more departments and business process (es) is negatively impacted. Service delivery to the resident is either delayed or a work around must be employed to complete the business process.
 - D. Normal
 - j. Normal business hours
 - k. Five hour response time
 - l. An application or hardware platform, or technology supported business process is degraded. A work around exists or can be developed within the routine course of business to complete the work process or the process can be completed at a later time with little or no operational or service delivery impact.
 - E. Low
 - m. Normal Business hours
 - n. One business day response time
 - o. A minor error or operational impact exists. The business process and service delivery impact is negligible.
 - F. Project
 - p. Normal business hours
 - q. One business day response time

- r. Any request that requires the redesign or upgrade of an existing system or the evaluation and/or implementation of a new system, hardware platform, or service.

Qualifications of IT consultant:

1. Minimum 18 years professional level information technology experience
2. Minimum four years of experience with HIPAA data, applications, and compliance
3. Minimum five years professional level municipal information technology experience
4. Candidates must have demonstrated experience in:
 - a. Microsoft client server architecture design and administration
 - b. Microsoft Active Directory design and administration
 - c. Cisco IP network design and administration
 - d. Security and perimeter solutions design and administration
 - e. E-Mail design and administration
5. Proven grant writing and administration experience
6. Minimum of 10 years proven technical project management
7. Proven experience with CJIS systems including but not limited to CLEMIS and in-car video technology
8. Pass CJIS criminal background check
9. Proven proficiency in Image-trend applications and solutions

4. Project Pricing Estimate/Cost for Services Outlined

Specify amounts of items below:

- A. Outline fee for the above scope of work annually.

Also, list an optional enhancements and consulting packages with deliverables and associated fees.

5. Guarantees/Warranties

List any guarantees or warranties offered to the City for all product upgrades.

6. Conclusion

7. Any additional information (not required)

Deliverables

This section identifies the deliverables associated with this RFP:

1. Under Vendor Qualifications section, complete and return items 1-7.
2. Include any additional information you feel is relevant.

Other Submittal Requirements

The deadline for RFP responses is Thursday, June 1, 2017 at 4:00 p.m. EST. Submit one original and one hard copy (if desired, send PDF to [frutledge@cityofinkster]) of the RFP response to the City of Inkster 26215 Trowbridge Inkster, MI. 48141. All responses must be addressed to the attention of Felicia Rutledge, City Clerk and marked on the outside "City of Inkster IT Professional RFP."

Submittals that are not received on or before the specified deadline will not be accepted (no exceptions). The City reserves the right to request follow-up information or clarification from vendors in consideration.

The City of Inkster reserves the right to reject any or all submittals, to compare the relative merits of the respective responses, and to choose a vendor, which in the opinion of the City, will best serve the interests of the City.

Each response to this RFP shall be done at the sole cost and expense of each proposing vendor and with the express understanding that no claims against the City for reimbursement will be accepted.

Evaluation Criteria

Responses to this RFP will help the City identify the most qualified IT consultant and will be indicative of the level of the firm's commitment. The City will evaluate the qualifications, references, overall fit with the City of Inkster, as well as the pricing range/cost to determine the most qualified IT consultant.

Selection Process

The selection process will involve the following phases:

- Phase 1: A City review team will evaluate vendor submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the vendor's acceptance of RFP terms and completeness of submissions.
- Phase 2: Interview of most qualified applicants.
- Phase 3: Review team will check references given.
- Phase 4: The City will enter into negotiations leading to a professional services agreement.

Schedule

The approximate RFP schedule is summarized below:

- Issuance of RFP: May 2, 2017
- Vendor submittals due: June 1, 2017 by 4:00 pm at City Hall via email, mail or personal delivery
- Vendor interviews and reference checks: June 2017
- Vendor approval, enter negotiations, execute a professional services agreement: July 2017.

* Dates subject to change

Inquiries

Inquiries about this request for qualifications must be in writing and directed to:

Felicia Rutledge
City Clerk
City of Inkster
26215 Trowbridge
Inkster, MI. 48141
E-mail: frutledge@cityofinkster.com

REQUEST FOR COUNCIL ACTION

To: Byron Nolen – Mayor

Date: April 25, 2017

From: Felicia Rutledge, City Clerk

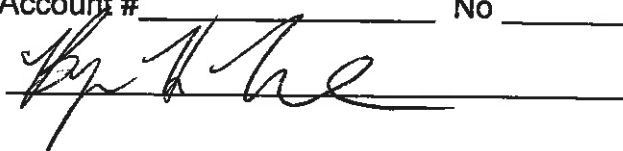
Date for Council Consideration: May 1, 2017

ACTION REQUESTED: Consideration and approval to accept the State of Michigan Department of State and Wayne County, City of Inkster Help America Vote Act (HAVA) Grant Agreement for Voting System Hardware, Firm ware and Software. (Dominion Voting Systems, Inc.) and the purchase of an Absentee Voter High Speed Counter.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval



BACKGROUND INFORMATION

The State of Michigan local jurisdictions have been approved to receive new voting equipment. The State of Michigan in conjunction with the Help America Vote Act (HAVA) has approved specified new voting equipment for all counties and local jurisdictions in Michigan. This grant agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2012.

The City of Inkster will be having an August 8, 2017 election in District I for the Romulus School District. New voting equipment must be in place according to the State of Michigan Election Bureau by August 2018, but if jurisdictions are having an August 2017 election, new voting equipment is to be used.

SCOPE OF SERVICES

Each county within the State of Michigan is to establish a grant program to use State-appropriated and Federal HAVA Funds to acquire and implement replacement voting systems. Each county will select one Contractor for the entire county and will develop a countywide implementation plan to replace its voting systems. Wayne County has selected Dominion Voting Systems, Inc.

The State Bureau of elections will initiate voting system orders at the county level once all Grant Agreements for the county are submitted and approved for the designated purchasing phase. Once voting systems have been delivered, tested and accepted by each Grantee in the county for the designated purchasing phase, the Department will release the State/HAVA funds to the Contractor.

JUSTIFICATION

To be in compliance with State Bureau of Elections Grant Agreement to receive HAVA funds for new voting equipment for all State of Michigan local jurisdictions.

PROJECT OR IMPROVEMENT TASKS

To improve the voting experience by accepting to receive new updated voting equipment.

COSTS

Funds are to be paid by the state of Michigan for the following:

State of Michigan HAVA Grant

1. 11 -Tabulators
2. 8 – Accessible Voting Devices
3. 1- Absent Voting Counter Board Tabulator

Cost incurred by the City

1. High Speed Absent Voting Counter Board Tabulator
(funds to be taken out the FY2017budget)

- No extra tabulators (with the purchase of the high speed AV Counter Tabulator the regular AV Tabulator can act as a backup in elections where a big turnout is not expected)

PROJECT TIME TABLE

The election equipment will be delivered prior to the August 8, 2017 election.

RESOLUTION

A Resolution to accept the State of Michigan Department of State and Wayne County, City of Inkster Help America Vote Act (HAVA) Grant Agreement for Voting System Hardware, Firm ware and Software. (Dominion Voting Systems, Inc.) and the purchase of a high speed AV Tabulator.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**State Of Michigan
Michigan Department of State
And
Wayne County
City of Inkster
Help America Vote Act (HAVA) Grant Agreement
Voting System Hardware, Firmware and Software
RE: Master Contract
071B7700117 - Dominion Voting Systems, Inc.**

This Grant Agreement is the mechanism by which Counties, Cities, and Townships apply to the State of Michigan to receive Federal HAVA and State-appropriated funded voting systems, including optical scan tabulators, accessible voting devices and Election Management System (EMS) software, pursuant to the Federal Help America Vote Act (HAVA) of 2002.

Definitions:

"Contractor" means the voting system vendor selected by the county.

"County" means any county within the State of Michigan.

"Department" means the Michigan Department of State.

"Grantee" means the county or local jurisdiction entering into this *Grant Agreement*.

"Local Jurisdiction" means any city or township within the State of Michigan.

"Voting Systems" means optical scan tabulators, accessible voting devices (for use by voters with disabilities), and EMS software (as applicable) acquired by the counties and local jurisdictions statewide and funded by State-appropriated and Federal HAVA funds.

1. Period of Agreement

The *Grant Agreement* process applies to voting system purchases occurring between March 1, 2017 and April 30, 2018.

2. Program, Budget and Agreement

This *Grant Agreement* is to establish a grant program to use State-appropriated and Federal HAVA funds to acquire and implement replacement voting systems throughout the state. Each county, with the involvement of the local jurisdictions within the county, will select one Contractor for the entire county and will develop a countywide implementation plan to replace its voting systems.

Once the county certifies its Contractor selection to the Department, the county will provide the Department with its implementation plan for individual local jurisdictions participating in each planned purchasing phase. The Department will verify the number of voting systems authorized for purchase using State-appropriated and Federal HAVA funds. If changes are required after the *Grant Agreement* is signed and approved, instructions for amending the *Grant Agreement* will be provided and the Grantee will be required to enter into a new *Grant Agreement*.

This grant program only covers the acquisition and implementation of the voting system selected by each county, and the individual voting system components which will be funded utilizing available State-appropriated and Federal HAVA funds. Approved quantities of each voting system component have been determined by the Department and are listed in Section 15 of this *Grant Agreement*.

The Michigan Department of Technology, Management and Budget has entered into a Master Contract with each approved Contractor, which has established maximum statewide prices for each voting system component. The Department has established the available level of grant funding for each component of each Contractor's voting system. State-appropriated and Federal HAVA funding provided via this *Grant Agreement* covers the purchase of the voting system, the software license fee for the EMS software for the full 10-year contract term, and the *initial* service and maintenance period for all components (which covers the acquisition year, plus 4 additional years). The Master Contract includes an *extended* service and maintenance period beyond the *initial* service and maintenance period, for an additional five-year period. Costs for the *extended* service and maintenance period and other additional costs, if any, are the sole responsibility of each individual county / local jurisdiction.

All Contractors will be required to enter into a "purchase agreement" with each local jurisdiction and county in those counties that have selected that Contractor. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of the local purchase agreements shall not contradict the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the local purchase agreements.

Each Contractor will enter into a software license agreement with each county and any local jurisdictions that receive EMS. The license agreement shall not contradict any terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

The Department will initiate voting system orders at the county level, once all *Grant Agreements* for the county are submitted and approved for the designated purchasing phase. Once voting systems have been delivered, tested, and accepted by each Grantee in the county for the designated purchasing phase, the Department will release the State/HAVA funds to the Contractor.

3. General

The individual submitting the *Grant Agreement* must have the proper authority to do so, and must certify in Section 16 of this *Grant Agreement* that this authority has been granted. Examples of authority include, but are not limited to, a resolution from the Board of County Commissioners, City Council or Township Board authorizing the individual submitting the *Grant Agreement* to execute the *Grant Agreement* on behalf of the county, city, or township.

4. Performance

Each Grantee will certify and sign the *Grant Agreement* and forward it to the Department per the instructions provided. The Department will review and, once approved, will provide the Grantee with a copy of this fully-executed *Grant Agreement*, which will serve as Notice of the Grant Award. The Department will initiate equipment orders directly with the Contractor, and will provide the Grantee with the *Acceptance Certificate & Payment Authorization Form*, which must be submitted by the Grantee to the Department within 10 business days of voting system delivery. This form indicates acceptance of equipment and payment authorization.

The Grantee is responsible for overseeing its contractual agreement with the Contractor and is responsible for ensuring Contractor performance. Any subsequent malfunction or performance issue with the voting system must be addressed by the Grantee directly with the Contractor. The Grantee is responsible for maintaining any and all Contractor performance records. The Grantee has the sole responsibility to verify Contractor compliance with delivery dates, terms and conditions of delivery, and equipment verification and testing in accordance with the statewide Master Contract for the Grantee's selected Contractor. The Grantee will be solely responsible for additional costs incurred that are not covered by service, maintenance and warranty provisions in the Master Contract.

Grant funding is not provided for the purchase of additional ("backup") voting systems. The Grantee will be responsible for developing and implementing a backup strategy to ensure continued operation on Election Day, in the event of voting system failure in any individual precinct.

5. Testing, Acceptance and Payment

1. Successful acceptance testing of the voting system shall be completed within 10 business days from the date of delivery.
2. Upon completion of all acceptance testing, the Grantee must complete the State-issued *Acceptance Certificate & Payment Authorization Form* and forward the completed form to the Department.
3. This form will indicate the date of delivery, successful completion of acceptance testing, and will provide authorization to the Department to release funds to the Contractor.
4. Payment to the Contractor shall be made in accordance with the Master Contract with the Grantee's selected Contractor.

6. Ownership of Equipment and Software Purchases: Title

Any voting system purchased pursuant to this *Grant Agreement* is the property of the Grantee.

7. Optional Purchases

If the Grantee desires to purchase additional items beyond those authorized in this *Grant Agreement*, it may do so at its sole expense, outside of this *Grant Agreement*. No State or HAVA funds will be available for such purchases. Prices established via the Master Contract are extended to counties and local jurisdictions by the Contractors for these purposes.

8. Records Maintenance/Retention

The Grantee will maintain a complete set of records and files related to the ordering, delivery, testing, maintenance, and repairs of voting systems. The Grantee shall assure all the terms of this *Grant Agreement* are adhered to and that records and detailed documentation regarding this grant shall be maintained for a period of not less than six (6) years from the date of Contract termination, the date of submission of the final expenditure report or until any litigation and audit findings have been resolved, whichever is later.

9. Management Requirements

Grantee must maintain property records that include a description of the property; a serial number or other identification number; acquisition date; cost of the property; location, use and condition of the property; and any ultimate disposition data including the date of disposal and sale price of the property (if any). Grantee must also maintain records showing 93% Federal participation in the cost of the property.

Grantee must perform a physical inventory of the property and reconcile the results with the property records at least once every two years.

Grantee must develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated by the Grantee and reported to the Department.

Grantee must develop adequate maintenance procedures to keep the property in good condition. Grantee agrees to maintain extended service and maintenance coverage for the voting system in years 6-10 of the Master Contract, after the expiration of the initial service and maintenance period. If the Grantee fails to maintain extended service and maintenance coverage for the full Contract period, the Department may require Grantee to pay the Department the full amount of voting system grant funds paid to the vendor for the Grantee's county, city or township.

10. Disposition.

When the voting system acquired under this grant is no longer needed, the Department must be notified. Disposition of the equipment will be made as follows:

- Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the Department.
- Disposition of EMS software must follow the terms of the Contractor's Software License Agreement.

11. Authorized Access

The Grantee will permit, upon reasonable notification and at reasonable times, access to all records regarding this *Grant Agreement* by the Department and other representatives duly authorized by State or Federal law.

12. Mandatory Conditions

A. Statutory or Regulatory Requirements

The Master Contract for the Grantee's selected Contractor must be incorporated and made a part of the ensuing contract between the Grantee and the Contractor, as a condition for grant approval. The Grantee will comply with applicable Federal and State laws, guidelines, rules and regulations in carrying out the terms of this *Grant Agreement*.

Laws

This is a State of Michigan *Grant Agreement* and is governed by the laws of the State of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the State of Michigan.

Funding

This *Grant Agreement* is subject to and contingent upon the availability and appropriation of Federal funds and any necessary State appropriation.

Costs

The State will not assume any responsibility or liability for costs incurred in relation to this grant.

Cancellation

The Department may cancel the *Grant Agreement* upon failure to comply with the terms of this grant.

Entire Agreement

The *Grant Agreement* shall represent the entire agreement between the State and Grantee and supercedes any prior oral or written agreements, and all other representations between the parties relating to this subject. The State reserves the right to require counties and local jurisdictions to attend required training sessions with regard to new equipment purchases made under HAVA.

Adherence to Terms

The failure of a party to insist upon strict adherence to any term of this *Grant Agreement* shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term of the *Grant Agreement*.

B. Other

Additional terms and conditions may be negotiated in the contract between the Grant Applicant and the Contractor as long as they do not conflict with the required terms and conditions of this *Grant Agreement* and Master Contract with the Grantee's selected Contractor.

13. Administration of Agreement

The Grant Manager on behalf of the Department for this *Grant Agreement* and the final *Grant Agreement* will be:

Jeremy Lange, Office of Financial Services
Michigan Department of State
430 W Allegan St., 4th Floor
Lansing, MI 48933
517.335.1952
LangeJ1@michigan.gov

All questions, comments and correspondence regarding this grant process, the *Grant Agreement* and the final *Grant Agreement* must be submitted in writing to the Grant Manager.

14. Completed Agreement

In order to complete this *Grant Agreement*, it must be filled out in its entirety by completing all indicated fields* below, and must be signed by the individual authorized by the county or local jurisdiction to enter into this agreement. The signed grant must be scanned and submitted electronically via the Elections eLearning Center, with the original returned to the Department via US Mail.

15. Voting Systems Authorization

Note: Grant Applicant to fill in all fields indicated (*) below:

This *Grant Agreement* is between the Michigan Department of State and:

**Wayne County
City of Inkster**

*Grant Manager for County, City, or Township (point of contact for the State):

*Name	
*Title	
*Office Address	
*Office Phone	
*Office Email Address	

Authorized Voting System Component Totals:

Number of Precinct Tabulators Authorized for State-Federal Funding:	11
Number of Absent Voter Counting Board Tabulators Authorized for State-Federal Funding: (funded at precinct tabulator price) *	1
Number of Accessible Voting Devices Authorized for State-Federal Funding:	8
EMS Software Authorized for State-Federal Funding:	Yes Local Accumulation Only

16. Special Certification/Signature

The following signatory certifies that the person signing is authorized to sign and enter into this *Grant Agreement*. Further, the signatory has reviewed and agrees to the conditions as outlined in this *Grant Agreement*, and has personally examined and is familiar with the information submitted here, as well as the requirements of the Help America Vote Act, under which this grant has been submitted.

For the COUNTY OR LOCAL JURISDICTION:

*Name: _____

*Title: _____ *Date: _____

*Signature

For the STATE OF MICHIGAN, DEPARTMENT OF STATE:

Cindy Paradine, Director, Office of Financial Services

Signature

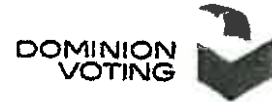
Date

High Speed Tabulator Options

Description	Initial Purchase Unit Price	Extended Service and Maintenance Annual Fee
ICC M160-II High Speed Scanner (Scans up to 60 ballots per minute)	\$12,980	\$1,740
Upgrade to ICC M160II System (based on substitution of 1 allocated AVCB precinct tabulator)	\$7,685	\$1,740
Upgrade to ICC M160II System (based on substitution of 2 allocated AVCB precinct tabulators)	\$2,390	\$1,740
Upgrade to ICC M160II System (based on substitution of 3 allocated AVCB precinct tabulators)	(\$2,905)	\$1,740

WAYNE COUNTY

QUOTATION

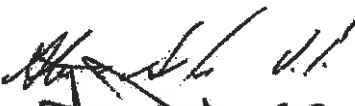


WAYNE COUNTY
Total Registered Voters:
1,301,120

Date: March 23, 2017

Base System Components - State Funded (Years 1-5)

DESCRIPTION	QTY	UNIT PRICE	STATE FUNDED	NET PRICE	EXTENSION
Precinct Hardware (Shared Cost, State-Local)					
ICP Tabulator w/ Ballot Box	1,000	\$5,295	\$4,337.66	\$957.34	\$957,340
ICX-BMD-A Accessible Ballot Marking Device	507	\$3,515	\$2,879.49	\$635.51	\$322,204
Sub-Total:					\$1,279,544
Election Management System Software (Shared Cost, State-Local)					
Accumulation Only EMS	1	\$84,150	\$68,935.68	\$15,214.32	\$15,214
Sub-Total:					\$15,214
Base System Discounts					
Trade-in discount				Included	
Price Match Discount				(\$1,294,758)	
Sub-Total:					(\$1,294,758)
Total Initial Purchase Price of Base System (Shared Cost, State-Local):					\$0



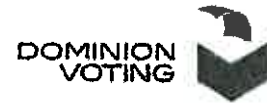
Authorizing Signature, Title **CEO**

3/23/17

Date

1 of 4

QUOTATION



WAYNE COUNTY

Total Registered Voters:
1,301,120

Date: March 23, 2017

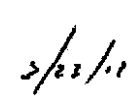
Optional Hardware and Software Components

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
High Speed Scanner Systems			
ImageCast Central G1130 System	2	\$35,350	\$70,700
Upgrade to ICC M160H System (based on substitution of 1 allocated AVCB precinct tabulators)	0	\$7,685	\$0
Municipality upgrade to ICC G1130 System (based on substitution of 1 allocated AVCB precinct tabulators)	0	\$25,000	\$0
Townships and Municipalities have the option to use allocated funding for AVCB tabulators inclusive of ballot box towards the purchase of a high speed tabulator.			
High Speed Scanner Discount	2	(\$35,350)	(\$70,700)
Sub-Total:			\$0

Election Management and Results Transmission System			
See separate quotation for EMS Infrastructure	1	\$69,150	\$69,150
RTR software for all municipalities	1	included	included
Setup and installation fee for EMS Infrastructure above)	1	included	included
Sub-Total:			\$69,150



Authorizing Signature, Title



Date

2 of 4

QUOTATION

DOMINION
VOTING

WAYNE COUNTY

Total Registered Voters:
1,301,120

Date: March 23, 2017

Extended Service and Maintenance for Years 6+

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Extended Service and Maintenance			
ICP Tabulator w/ Ballot Box Annual Fee	1,000	\$375	\$375,000
ICX Accessible Ballot Marking Device Annual Fee	507	\$240	\$121,680
Accumulation Only EMS Annual Fee	1	\$12,000	\$12,000
ICC G1130 System	1	\$5,515	\$5,515
ICC M160II System	0	\$1,750	\$0
ImageCast Communications Manager Annual Fee	1	Included	Included
ImageCast Election Night Reporting Annual Fee	1	Included	Included
ImageCast Adjudication Annual Fee	1	Included	Included
Sub-Total:			\$514,195
Software Bundle Discount	1	(\$102,839)	(\$102,839)
Total Annual Extended Service and Maintenance Fees (Years 6+):			\$411,356



 Authorizing Signature, Title

2/23/17

 Date

3 of 4

QUOTATION

DOMINION
VOTING

WAYNE COUNTY

Total Registered Voters:
1,301,120

Date: March 23, 2017

Election Services and Support**Election Programming and Coding**

This pricing is for budgetary purposes for the ICP Tabulators and ICX-BMD Ballot Marking Devices. Any other equipment and languages other than English and Bengali will require a separate pricing proposal. This price includes backup and insurance. The cost can be prorated for each township or municipality based on number of precincts. Each township or municipality can be billed individually if preferred.

Pricing is based on the following pricing model:

1. A base charge of \$125 is assessed for each precinct (999 per State of Michigan Bureau of Elections)
2. An additional charge of \$35 is assessed for each ballot split
3. An additional charge of \$10 is assessed for each ADA device
4. An additional charge of \$150 is assessed for audio recording in Bengali

Budgetary Price for a General Election:

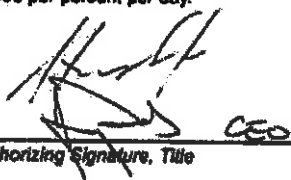
Number of precincts:	999
Price per precinct:	\$125
Base Price:	\$124,875
Number of ADA devices (ICX)	607
Price per ADA device:	\$10
Total budgetary price for a General Election:	\$128,945

Onsite Election Day Support

Election Source is based in Michigan with a staff of over 70 full and part time employees during major elections. we have the capacity to provide as much support as needed to provide exceptional service to Wayne County. Election Source will be opening an office and service center here in 2017. A technician is typically no more than 45 minutes away from a precinct at any time on election day.

Election day technical support is included in the annual equipment maintenance fees as part of your initial equipment purchase.

If an Elections Specialist or Project Manager is needed at the County office or other municipality on election day the cost will be \$2000 per person, per day.



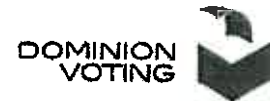
 Authorizing Signature, Title

 3-23-17

 Date

4 of 4

QUOTATION



WAYNE COUNTY

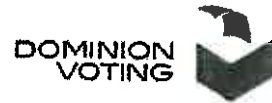
Total Registered Voters:
1,301,120

Date: March 23, 2017

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Election Management and Listener System Infrastructure			
<i>Command Center - Main EMS System</i>			
EMS Standard Server - Rackmount	1	\$7,800	\$7,800
EMS Standard Server KVM Switch - Rackmount	1	\$400	\$400
EMS Standard Server Network Switch (24 port)	1	\$400	\$400
EMS Standard Server Power Strip - Rackmount	1	\$200	\$200
EMS Standard Server Rack	1	\$900	\$900
EMS Standard Smart UPS	1	\$800	\$800
ImageCast Listener Standard Firewall (Watchguard)	1	\$2,300	\$2,300
ImageCast Listener Standard Server - Rackmount	1	\$2,000	\$2,000
Compact Flash Reader/Writer	3	\$60	\$180
I-Button Programmer with USB Adapter	4	\$50	\$200
EMS Report Printer	1	\$250	\$250
Spare Hard Drives (7200 RPM, 1TB)	8	\$480	\$3,840
External Backup Drive (Samsung T3, USB, 1TB)	2	\$480	\$960
5 SQL License Package	3	\$2,500	\$7,500
EMS Workstation PC	4	\$1,200	\$4,800
Office Suite Licenses	4	\$276	\$1,104
Adobe Pro Licenses	4	\$540	\$2,160
Acronis TrueImage 2017	1	\$100	\$100
<i>Command Center - Redundant EMS System</i>			
EMS Standard Server - Rackmount	1	\$7,800	\$7,800
EMS Standard Server KVM Switch - Rackmount	1	\$400	\$400
EMS Standard Server Network Switch (24 port)	1	\$400	\$400
EMS Standard Server Power Strip - Rackmount	1	\$200	\$200
EMS Standard Server Rack	1	\$900	\$900
EMS Standard Smart UPS	1	\$800	\$800
ImageCast Listener Standard Firewall (Watchguard)	1	\$2,300	\$2,300
ImageCast Listener Standard Server - Rackmount	1	\$2,000	\$2,000
EMS Report Printer	1	\$250	\$250
Office Suite Licenses	2	\$276	\$552
Adobe Pro Licenses	1	\$540	\$540
Sub-Total:			\$52,036

(continued on page 2)

QUOTATION



WAYNE COUNTY

Total Registered Voters:
1,301,120

Date: March 23, 2017

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
(continued from page 1)			
Disaster Recovery Site			
EMS Standard Server - Rackmount	1	\$7,800	\$7,800
EMS Standard Server Network Switch (16 port)	1	\$210	\$210
Compact Flash Reader/Writer	4	\$60	\$240
I-Button Programmer with USB Adapter	4	\$50	\$200
EMS Workstation PC - Laptop	4	\$2,500	\$10,000
Sub-Total:			\$18,450
Canvass Location - Ralph Vigliotti Building			
EMS Workstation PC	2	\$1,200	\$2,400
EMS Standard Server Network Switch (16 port)	1	\$210	\$210
EMS Report Printer	1	\$250	\$250
Office Suite Licenses	2	\$276	\$552
Sub-Total:			\$3,412
Media Room Location			
EMS Workstation PC	2	\$1,200	\$2,400
EMS Standard Server Network Switch (16 port)	1	\$210	\$210
Office Suite Licenses	2	\$276	\$552
EMS Report Printer	1	\$250	\$250
Sub-Total:			\$3,412
Total :			\$77,516



 Authorizing Signature, Title

3-23-17

 Date

2 of 2

software are 100% state funded. The State Bureau will be working on the Grant Agreements, but they need more information as to which communities will be purchasing a high speed tabulator, how many high speeds will be purchased, and which communities anticipate an August 2017 election.

Attached is a spreadsheet issued by the State regarding the number of State funded tabulators each jurisdiction will receive for their AVCBs. Local jurisdictions have the option of utilizing the precinct based tabulators for their AVCBs or you may take those state funded dollars and apply it towards the purchase of a high speed tabulator. So if your jurisdiction is state funded for 4 tabulators to process your absentee ballots, you may opt to purchase 1 high speed tabulator (or more) in lieu of receiving the 4 precinct based tabulators.

Dominion has two high speed tabulator options. A small tabulator the **ICC M160II** unit price of \$7,685, and a large tabulator the **ICC G1130** with a unit price of \$25,000. One precinct based tabulator has a state funded price of \$4,193. If you opt to purchase either high speed option, keep in mind that the difference in pricing must be covered by your local jurisdiction. Attached is a PDF from Dominions' website regarding the High speed tabulators.

Please review this information and respond back to me as soon as possible if your jurisdiction will be having an August election and how many high speed tabulators you will be purchasing. Those communities that do not anticipate an August election may respond at a later date.

Let me know if you have any questions!

Thank you,

Jennifer Redmond
Assistant Director
Wayne County Clerk - Elections Division ♦ Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 502 ♦ Detroit, MI 48226
Phone (313)224-5525
Fax (313)224-6424
Email: jredmond@waynecounty.com

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REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: April 26, 2017

From: Darin Carrington, Treasurer

Date for Council's Consideration: May 1, 2017

ACTION REQUESTED: Grant Administration the Ability to Change/Alter Work Rules and Schedules Consistent with the Fair Labor Standards Act.

Current Action _____ Emergency _____ Future X

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

Mayor's Approval Byron Nolen

BACKGROUND:

The Fair Labor Standards Act (FLSA) provides certain regulations as it relates to City employees. Included in these regulations is Section 7(k) which provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" basis may be from 7 consecutive days to 28 consecutive days in length. Section 7(k) further reads that overtime pay is required when the number of hours worked exceeds the number of hours that bears relationship to that work period.

As the City continues to work towards managing its employee resources as effectively as possible, along with current negotiations of labor agreements with City unions, it is important to ensure that the City is effectively and legally making management decisions regarding the use of its employee resources.

SCOPE OF SERVICES:

N/A

JUSTIFICATION:

The City has continued to incur significant amounts of overtime costs related to employees in Police, Fire and other City departments. In order to provide the Chiefs and Department Heads with the tools needed to effectively manage their departments the Administration want to ensure that it is utilizing effectively and operating consistent with the applicable laws and regulations.

PROJECT IMPROVEMENTS:

N/A

COSTS:

N/A

PROJECTED TIME TABLE:

This matter will be reviewed with City Attorney, Unions and Administration and will be implemented by Chiefs and department heads as deemed necessary.

RESOLUTION:

Authorization is hereby given to the Administration to review current work rules regarding determination of Work Period and related calculation of overtime and implement any changes that help improve the City's management of its employee resources.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor

Date: April 26, 2017

From: Darin Carrington, Treasurer

Date for Council's Consideration: May 1, 2017

ACTION REQUESTED: Approval of Grievance Settlement with Lt. Jeffrey Twardzik funds to be disbursed from account# 101-301-801-000.

Current Action ☒ Emergency ☐ Future ☐

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

Mayor's Approval Byron H. Nolen

BACKGROUND:

SCOPE OF SERVICES:

101-301-801.000

JUSTIFICATION:

The Administration has reached a mutual agreement with Lt. Twardzik to settle the grievance he has pending for the amount of \$3,500 (Three Thousand Five Hundred).

PROJECT IMPROVEMENTS:

N/A

COSTS:

\$3,500

PROJECTED TIME TABLE:

Immediate

RESOLUTION:

Authorization is hereby given to settle the pending grievance with Lt. Jeffrey Twardzik in the amount of \$3,500

Resolved by _____

Seconded by _____

Yes:

No:

Absent: