CITY OF WAYNE
REGULAR CITY COUNCIL MEETING #2019-06
MARCH 5, 2019 – 8:00 P.M.
WAYNE CITY HALL
3355 SOUTH WAYNE ROAD
AGENDA

Pledge of Allegiance

Roll Call

1. Approve Agenda

2. City Council Minutes
   a. Regular Meeting of February 19, 2019

3. Requests
   a. Approve a Resolution to Declare March as Women’s History Month

4. General Items for Consideration
   a. Approve calling a Special Study Session to discuss the budget on Tuesday, March 26, or Wednesday March 27, 2019 at 6:00 p.m. (Mayor Rhaesa)
   
   b. Approve an agreement with Sourcewell, a public entity which procures products and services and makes cooperative purchasing contracts for members. This service is at no cost to the City. (E. Queen)

   c. Approve an agreement with Clos & Associates, P.C. doing business as Clos, Russell & Wirth, P.C. to provide Indigent Defense Counsel Services and Serve as Assigned Counsel Administrator at a cost of $100 per hour paid for with State Funding. This agreement has been reviewed by the City Attorney’s Office. (L. Nocerini)

   d. Approve the appointment of Tina Stanke to the position of Wayne City Clerk

5. Administration Reports

Public Comments for Matters Not on the Agenda - Citizens are to limit their comments or requests to 3 minutes. The City Council asks that if you do have a question or concern, to bring it to the attention of the appropriate department(s) whenever possible. If you feel the matter has not been resolved satisfactorily, you are encouraged to bring it to the attention of the City Manager, and if still not
resolved satisfactorily, to the Mayor and the City Council. The Mayor, the City Council and the Department Heads may not respond to the questions at the meeting, but will respond by the next City Council Meeting or as soon as possible, once they have looked into the matter.

6. Items for next Agenda

7. Consent Calendar

COMMENTS FROM MEMBERS OF THE CITY COUNCIL

Respectfully Submitted,

[Signature]

Lisa Nocerini
City Manager

The City of Wayne will provide necessary auxiliary aids and services (i.e. signers and audio tapes) to individuals with disabilities attending meetings or hearings. A two week notice is required. For assistance contact the City Clerk’s Office at 734-722-2204 or 734-722-2000.
CITY OF WAYNE
REGULAR CITY COUNCIL MEETING - #2019-05
TUESDAY, FEBRUARY 19, 2019 - 8:00 P.M.
WAYNE CITY HALL

A regular meeting of the Wayne City Council was held on Tuesday, February 19, 2019, at 8:00 p.m. at the Wayne City Hall, 3355 South Wayne Road.

Mayor Rhaesa called the meeting to order at 8:00 p.m. and led the Council and the audience in the Pledge of Allegiance to the Flag.

Members Present: Mayor John P. Rhaesa, Mayor Pro Tem Thomas E. Porter, Anthony W. Miller, Jeremiah Webster, Kevin J. Dowd, Kelly S. Skiff, Phillip A. Wagner

Members Absent: None

Also Present: Lisa Nocerini, City Manager, Michael Bosnic Asst. City Attorney, Eileen DeHart, City Clerk

Administration of Oath of Office

Firefighter Justin Johnson – Eileen DeHart, City Clerk

02-19-0042 Motion by Miller, seconded by Webster, and unanimously carried, it was resolved to approve the agenda.

02-19-0043 Motion by Webster, seconded by Miller, and unanimously carried, it was resolved to approve the minutes of the Regular Meeting of February 5, as written.

A presentation was given by Peter Fromm on the Great Lakes Water Authority regarding the park – Merriman Watermain Project.

Library Director Jody Wolak gave Library updates.

02-19-0044 Motion by Webster, seconded by Porter, and unanimously carried, the following resolution was adopted:

RESOLUTION

WHEREAS, requests for qualifications and proposals were requested by the IT Department to provide IT and Cybersecurity Assessment Services to the City of Wayne; and

WHEREAS, eight (8) bids were received, opened and publicly read by the Deputy City Clerk at 11:00 a.m., Thursday, February 14, 2019 in the Council Chambers of City Hall as follows:
<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Access Interactive, Novi, MI</td>
<td>$7,250 IT Assessment</td>
</tr>
<tr>
<td></td>
<td>$7,400 Cybersecurity</td>
</tr>
<tr>
<td>Martin Yarborough, Fort Worth, TX</td>
<td>$17,500 IT Assessment</td>
</tr>
<tr>
<td></td>
<td>$10,000 Cybersecurity</td>
</tr>
<tr>
<td><strong>Plante Moran, Southfield, MI</strong></td>
<td><strong>$19,800 IT Assessment</strong></td>
</tr>
<tr>
<td></td>
<td><strong>$10,000 Cybersecurity</strong></td>
</tr>
<tr>
<td>Ankura, New York, NY</td>
<td>$18,000 It Assessment</td>
</tr>
<tr>
<td></td>
<td>$27,000 Cybersecurity</td>
</tr>
<tr>
<td>MGT Consulting Group, Bay City, MI</td>
<td>$24,900 IT Assessment</td>
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<tr>
<td></td>
<td>$25,000 Cybersecurity</td>
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<tr>
<td>Schumaker &amp; Company, Ann Arbor, MI</td>
<td>$43,920 IT Assessment</td>
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<td></td>
<td>$23,640 Cybersecurity</td>
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<tr>
<td>CYBOC, Detroit, MI</td>
<td>$48,800 IT Assessment</td>
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<td>$52,000 Cybersecurity</td>
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<td>Janus Associates, Stamford, CT</td>
<td>$147,700 IT Assessment</td>
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<td></td>
<td>$37,050 Cybersecurity</td>
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</table>

WHEREAS, the bids were sent to the Department for evaluation and a recommendation has been received; and

NOW, THEREFORE, BE IT RESOLVED, that the bid by Plante Moran, Southfield, MI to provide IT Assessment and Cybersecurity Services to the City of Wayne in the amount of $19,800 and $10,000 respectively to be paid for from the 2018-2019 Professional Services Budget and allocated to each fund according to the amount of time spent for the assessment in each department be accepted. Approval subject to a written contract acceptable to both the City and Vendor.

02-19-0045  Motion by Miller, seconded by Dowd, and unanimously carried, it was resolved to approve the January 2019 Revenue and Expenditure Report.

02-19-0046  Motion by Webster, seconded by Skiff, and unanimously carried, it was resolved to approve lot split #2019-01 for parcel #55-009-99-001-000, 38000 W. Michigan Avenue.

02-19-0047  Motion by Wagner, seconded by Porter, and unanimously carried, it was resolved to approve the sale of Kiwanis Park parcel #55-020-01-1223-000 and Jaycee Park parcel #55-018-06-0170-000 in the amount of $162,000.00 to Schafer Development, LLC.

02-19-0048  Motion by Miller, seconded by Skiff, and unanimously carried, it was resolved to approve a Memo of Understanding with Friends of the Rouge for Trail Governance and Management at the Lower Rouge River Water Trail with no monetary obligation by the City of Wayne.

02-19-0049  Motion by Skiff, seconded by Miller, and unanimously carried, it was resolved to approve a resolution to adopt a 90 day moratorium on the establishment of Used Car Lots in the City of Wayne.
Administration report was given by Lisa Nocerini, City Manager gave an update on: the Used Car Lot Moratorium, meeting with Congresswoman Tlaib regarding grants and restrictions that will be put on them by the government; meeting with Senator Polehanki regarding state grants as they relate to capital need and the Master Plan; meeting with County Executive Warren’s office regarding safe pedestrian crossings; the need for additional funding for the installation of LED lights south of viaduct on Wayne Road; council minutes are on the website; gave a thank you on behalf of Congressman Dingell’s family; John Mills gave a sesquicentennial story regarding the history of Wayne and the railroad; and Maxwell Cameron, Mainstreet Director, gave an update on “Main Street” regarding the installation of bicycle racks, the need for volunteers and an “Open House” on 2-26-2019.

Upon request of Mayor Rhaesa for comments from the public on matters not covered by the Council Agenda, the following were expressed:

Nancy Pride, Wayne, MI spoke the podium microphone not working properly when the meeting is televised; addressed the new LED lights that have been installed and state she is glad about the 90 day moratorium for Used Car Lots.

02-19-0050  Motion by Miller, seconded by Wagner, and unanimously carried, it was resolved to approve the Consent Calendar as follows:

   b. Planning Commission Minutes of August 14, 2018
   c. DDA Minutes of December 12, 2018
   d. Wayne Library Board Minutes of January 19, 2019
   e. Wayne Housing Commission Board Minutes of January 9, 2019

02-19-0051  Motion by Webster, seconded by Skiff, and unanimously carried, it was resolved to adjourn the meeting at 10:36 p.m.

John P. Rhaesa  Eileen DeHart, CMC, CMMC
Mayor  City Clerk

Abstract published February 28, 2019

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CITY OF WAYNE RESOLUTION
MARCH 2019 – WOMEN’S HISTORY MONTH
“VISIONARY WOMEN: CHAMPIONS OF PEACE & NONVIOLENCE”

WHEREAS, In 1987, Congress declared March as National Women’s History Month in perpetuity. The theme for 2019 is “Visionary Women: Champions of Peace and Nonviolence”; and

WHEREAS, Women’s history month helps look back at the barriers women have had to overcome to be accepted as equals to men in society and in the workplace. It celebrates and commemorates women who have helped promote the cause of womanhood; and

WHEREAS, For generations, women have resolved conflicts in our homes, schools and communities. They have rejected violence as counterproductive and stressed the need to restore respect, establish justice and reduce the causes of conflict as the surest way to peace. They have expanded the American tradition of using inclusive, democratic and active means to reduce violence, achieve peace and promote the common good. Women, in all walks of life, lead by example. Mothers, aunts, sisters and grandmothers have shown the next generation of young women they can be and do anything. They can set their sights on the stars and actually go there. There is no profession, job, calling or expectation they can’t achieve.

NOW, THEREFORE, I, John P. Rhaesa, Mayor of the City of Wayne, on behalf of the City Council and all the citizens of Wayne, do hereby proclaim March 2019 as Women’s History Month to show the important role women have played in shaping our nation and the world whether in the fields of science, politics, environment, legal the arts and so much more.

Signed and sealed this 5th day of March, 2019.

John P. Rhaesa, Mayor
Date: February 26, 2019

To: Lisa Nocerini, City Manager

From: Kathryn Sample, Finance Director

Re: March 5, 2019 Agenda-Budget Study Session for FY20

The City Administration would like the City Council’s support to schedule a budget study session on either Tuesday, March 26, 2019 or Wednesday, March 27, 2019 beginning at 6:00 p.m.

The FY19 budget study session lasted approximately 3 ½ hours and the same amount of time should be expected with this session.

Thank you for your consideration.
February 22, 2019

MEMO

TO: Lisa Nocerini, City Manager

FR: Ed Queen, Asst. Director DPW

RE: Sourcewell Agreement

Attached is an agreement to enter into a purchasing contract with Sourcewell, a public entity which procures products and services and makes cooperative purchasing contracts for members.

I recommend we enter into this agreement with Sourcewell which will give DPW the ability to purchase equipment at a competitive price.
SOURCEWELL AGREEMENT

This Agreement, made effective on the date hereof, by and between Sourcewell (formerly known as National Joint Powers Alliance) and ______________________ (hereinafter referred to as the "Member").

Agreement

1. Sourcewell, a public entity whose creation was authorized by Minn. Stat. § 123A.21, has followed procurement procedures for products and services offered by this Agreement in accordance with Minn. Stat. § 471.345. Sourcewell is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23).

2. It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.

3. Sourcewell makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.

4. Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.

5. The use of each contract by the Member will adhere to the terms and conditions of the Sourcewell contract.

6. Any dispute which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.

7. This Agreement incorporates all Agreements, covenants and understandings between Sourcewell and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

Member Name

By __________________________

Its _________________

TITLE __________________________

DATE __________________________

Sourcewell

By __________________________

Its _________________

TITLE __________________________

DATE __________________________
### Member Information

Indicate an address to which correspondence may be delivered.

<table>
<thead>
<tr>
<th>Organization Name*</th>
<th>City of Wayne Dept. of Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address*</td>
<td>35200 Forest Ave</td>
</tr>
<tr>
<td>City</td>
<td>Wayne</td>
</tr>
<tr>
<td>State/Province Code</td>
<td>Michigan</td>
</tr>
<tr>
<td>ZIP code*</td>
<td>48184</td>
</tr>
<tr>
<td>Country</td>
<td>USA</td>
</tr>
<tr>
<td>Employer Identification Number</td>
<td>38 603 7548</td>
</tr>
<tr>
<td>Website</td>
<td><a href="mailto:DPW@ci.wayne.mi.us">DPW@ci.wayne.mi.us</a></td>
</tr>
<tr>
<td>Contact person* (First, Last)</td>
<td>Ed Queen</td>
</tr>
<tr>
<td>Job Title*</td>
<td>Asst Director DPW</td>
</tr>
<tr>
<td>Job Role*</td>
<td>Department Head</td>
</tr>
<tr>
<td>E-mail*</td>
<td><a href="mailto:equeen@ci.wayne.mi.us">equeen@ci.wayne.mi.us</a></td>
</tr>
<tr>
<td>Phone*</td>
<td>734-721-8600</td>
</tr>
</tbody>
</table>

**Organization Type:**

- _Federal_
- _State_
- _County_
- Municipality
- _Tribal_
- _Township_
- _Special District_

**Education**

- _Pre-K_
- _Public K-12_
- _Private K-12_
- _Public Higher Ed_
- _Private Higher Ed_
Non-Profit (Please include documentation demonstrating non-profit status)

___ Church
___ Medical Facility
___ Other

REFERRED BY

___ Advertisement
___ Colleague/Friend
___ Vendor Representative
___ Conference/Trade Show
___ Search Engine/Web Search

RETURN COMPLETED AGREEMENT TO:

Sourcewell
202 12th Street NE
P.O. Box 219
Staples, MN 56479

877-585-9706
membership@sourcewell-mn.gov

*Denotes required information
MEMO

To: Mayor John Rhaesa, Members of the Wayne City Council
From: Lisa Nocerini, City Manager
Date: February 28, 2019
RE: Agreement to Provide Indigent Defense Counsel Services and Serve as Assigned Counsel Administrator

The City of Wayne (the funding unit) has received a grant from the Michigan Indigent Defense Commission (MIDC) which will be used to comply with required indigent defense standards. The City and the 29th District Court are recommending that the Law Firm of Clos & Associates, P.C. d/b/a/ Clos, Russell & Wirth P.C. is retrained to perform indigent defense counsel services consistent with the standard provisions set for by the MIDC.

The law firm will provide these services for the sum of $100.00 per hour for any time that is spent by the attorney’s performing services in both the administration of the program and will provide defense counsel services which includes travel time. When necessary, the firm can assign additional attorneys as needed. Additionally, when necessary, the firm will utilize legal assistants/support staff that will be paid up to $30.00 per hour.

Funding for these services will be provided through the MIDC grant. The City does reserve the right to cancel this contract in the event state funding under this act is discontinued.
AGREEMENT TO PROVIDE INDIGENT DEFENSE COUNSEL SERVICES
AND SERVE AS ASSIGNED COUNSEL ADMINISTRATOR

Pursuant to the provisions of the Michigan Indigent Defense Commission, this Agreement to Provide Indigent Defense Counsel Services and Serve as Assigned Counsel Administrator (Agreement) for defendants appearing before the 29th Judicial District Court is entered into on this ___ day of February, 2019, by and between the City of Wayne, Michigan, a municipal corporation and the law firm of Clos & Associates, P.C. doing business as Clos, Russell & Wirth, P.C. (Law Firm) located at 35330 Nankin Blvd., Suite 702, Westland, Michigan 48185.

WHEREAS, pursuant to MCR 780.981 et seq. (the “Act”) the Michigan Indigent Defense Commission (MIDC) was created to and has provided rules and procedures for delivery of minimum standards for indigent defendants in Michigan, and

WHEREAS, pursuant to the provisions of the Act as more particularly set forth in MCL §780.997(1) every local unit of government that is part of the indigent criminal defense system must comply with an approved plan by the MIDC for providing services, and

WHEREAS, the City of Wayne is a local unit government and is a part of the indigent criminal defense system, and

WHEREAS, the City of Wayne has elected to retain the Law Firm as a direct service provider to manage and administer the services required under the Act, and

WHEREAS, the Law Firm is willing to act as the Administrator to implement the provisions and provide defense counsel services as required by the MIDC, and

WHEREAS, the Parties to this Agreement wish to memorialize the terms and provisions of this Agreement as evidenced by their signatures below.

NOW, THEREFORE, for valuable consideration and with the intent to be legally bound, it is agreed that:

1. Retention. The Law Firm of Clos & Associates, P.C. d/b/a Clos, Russell & Wirth, P.C. shall be retained to perform indigent defense counsel services consistent with the standard provisions set forth by the MIDC.

2. Billing. The Law Firm shall provide to the City of Wayne a detailed monthly billing for the services provided for each calendar month.

3. Fees. The City of Wayne shall pay the Law Firm the sum of $100.00 per hour for all time spent by attorneys performing services in both administering the program and providing defense counsel services, including travel time, and shall render payment within thirty (30) days of receipt of each invoice. A list of the current attorneys who will be initially providing
services is attached as Exhibit A. If necessary, Law Firm reserves the right to assign additional attorneys as may be needed. Legal assistants/support staff shall be paid up to $30.00 per hour.

4. **Costs and Expenses.** Consistent with the requirements and standards of the MIDC, Law Firm shall bill for all costs, expenses, mileage, witness and/or expert witnesses; investigators or any other ancillary staff deemed necessary to provide proper representation to each defendant. The retention of ancillary personnel shall be at the sole discretion of the Law Firm. Law Firm shall also be reimbursed for annual membership fees for each attorney (Exhibit A) in the State Appellate Defense Office (SADO) and National Association for Public Defense (NAPD).

5. **Administration.** Law Firm shall designate an attorney to be primarily responsible for administration of the services set forth herein and shall comply with all reporting requirements to the MIDC, including quarterly reports, as set forth in the Act. Law Firm estimates that the Attorney Administrator will spend approximately five (5) hours per week administering this Agreement. The parties agree, however, that they will review this estimated expense after sixty (60) days of implementation of this Agreement and propose a necessary amendment, if warranted.

6. **Attorneys.** All attorneys utilized in administering these services shall be duly and fully licensed by the State of Michigan; shall have practiced criminal law for at least two (2) years, and each attorney shall comply with all requirements more particularly set forth or instituted by the MIDC including continuing legal education (CLE).

7. **Representation.** Law Firm and the attorneys shall provide legal defense services to its client in their full and absolute discretion consistent with their independent judgment and legal skills and all times acting in the best interest of the defendant. Neither the City of Wayne or the 29th District Court shall interfere with the services provided.

8. **Duties.** Law Firm’s duties shall include, but by no means be limited to:

   a. Appearing at the first court appearance in which a defendant may face a loss of liberty.
   b. Meeting and interviewing in custody defendants within three (3) business days after appointment.
   c. Notifying defendants not in custody of the attorney who has been appointed to represent their interests with information necessary to follow-up and schedule a meeting prior to the next scheduled court date.
   d. Obtain copies of all police reports, video and audio recordings, charging document(s) and other information necessary to evaluate the charges against the defendant.
   e. If necessary, consult with and/or retain experts, investigators as needed and utilize certified testing facilities to analyze forensic evidence in Law Firm’s sole discretion.
   f. Filing appropriate pretrial motion and preparation for trial, if necessary.
g. Insuring that Law Firm will have a dedicated attorney on call each weekday (2 hour minimum) to provide services as needed.

h. Conducting bench or jury trial;

i. Maintaining proper records of all defendants represented;

j. Monitoring and tracking all costs and expenses for the attorneys performing services;

k. Insuring that all attorneys are compliant with all educational and training requirements consistent with MIDC standards as may be periodically amended; and

l. Insuring that an attorney is on call at all times to provide services as needed.

9. **Term.** This Agreement shall continue in full force and effect and shall automatically renew on October 1st each calendar year unless written notice is provided by either party to the other party no later than August 1st of each calendar year of its intent not to continue the Agreement.

10. **Cancellation.** This Agreement may be terminated by the City of Wayne in the event that State funding under the Act is discontinued.

11. **Attorney/Client Relationship.** The parties agree and understand that Law Firm’s relationship with defendants is that of attorney-client and nothing contained in this Agreement shall be deemed to be a waiver (implied or otherwise) that would allow the City of Wayne, its agents or employees to obtain any information about any defendant that would compromise this relationship.

12. **Independent Contractor.** The parties to this Agreement further agree and acknowledge that the relationship between the City of Wayne and Law Firm is that of an independent contractor and shall not be construed as an employee/employer relationship.

13. **Amendment.** Any amendments or changes to this Agreement shall be in writing and signed by each party to be effective.

14. **Execution.** The parties have carefully read, fully understand and agree to be bound by all of the terms and provisions of this Agreement and are duly authorized to sign this Agreement.

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**CITY OF WAYNE**

**CLOS, RUSSELL & WIRTH, P.C.**

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**By:** Lisa Nocerini
City Manager
3355 S. Wayne Road
Wayne, MI 48184
(734) 722-2000

**Charles E. Clos**
35330 Nankin Blvd., Suite 702
Westland, MI 48185
(734) 326-2101