CITY OF WAYNE
REGULAR CITY COUNCIL MEETING #2020-01
JANUARY 7, 2020 – 8:00 P.M.
WAYNE CITY HALL
3355 SOUTH WAYNE ROAD
AMENDED
AGENDA

Pledge of Allegiance

Roll Call

Moment of Silence

Chief Ted Scott & Bernice Millar

1. Approve Agenda

2. City Council Minutes
   a. Regular Meeting of December 17, 2019

3. Presentations
   a. Bond Presentation – Kathryn Sample, Finance Director
   b. Pension & OPEB Liability Presentation – Kathryn Sample, Finance Director
   c. Certificates of Thank you to the volunteer organizations for their work on Holiday Nights at the Museum

4. Bid Awards
   a. Approval of bid award for 2019 Sidewalk Snow and/or Ice Removal to be provided through the General Fund-Ordinance. Approval subject to a written contract acceptable to both the City and the vendor (M. Buiten)

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scooby’s Lawn Care, LLC., Westland, MI</td>
<td>$2,075.00</td>
</tr>
<tr>
<td>A1 Lawn &amp; Snow Services, Dearborn, MI</td>
<td>$4,250.00</td>
</tr>
<tr>
<td>Alastra Construction, Wyandotte, MI</td>
<td>$5,975.00</td>
</tr>
</tbody>
</table>

5. General Items
   a. Approval of a Resolution to the Michigan Department of Transportation (MDOT) authorizing Ed Queen and Michael Buiten to apply for permits to work within MDOT rights-of-way (E. Queen)
b. Approval of Proposed 2020 Snow and/or Ice Removal Fees (M. Buiten)

c. Approval of the Modification of the Subcontractor Agreement between Conference of Western Wayne and the City of Wayne Youth Assistance until September 30, 2020 (B. Christener)

d. Approval of Proclamation in support of Martin Luther King Jr. Day

e. Schedule a Study Session for Council discussion regarding Marihuana

6. Administration Reports

Public Comments for Matters Not on the Agenda – Pursuant to the Michigan Open Meetings Act and the enacted procedures and rules of City Council, now is the time for public comment.

Any questions will not be answered this evening, but the appropriate person will make their best effort to respond by the next Council meeting or as soon as possible, provided you state or leave your contact information with the City Clerk.

Approach the podium and state your name. Please limit your comments to three (3) minutes.

7. Items for next Agenda

8. Consent Calendar

a. Wayne Public Library minutes of November 13, 2019

b. Wayne Public Library minutes of December 3, 2019.

COMMENTS FROM MEMBERS OF THE CITY COUNCIL

Respectfully Submitted,

Tina M. Stanke
City Clerk

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 - #2019-30
TUESDAY, DECEMBER 17, 2019 - 8:00 P.M.
WAYNE CITY HALL

A regular meeting of the Wayne City Council was held on Tuesday, December 17, 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

Members Absent: Phillip A. Wagner

Also Present: Lisa Nocerini, City Manager, Michael L. Bosnic, City Attorney, Lori B. Gouin, Community Development/Planning Director

The Oath was administered to Kent Wood as Police Officer by Mayor John P. Rhaesa

12-19-0359 Motion by Porter, seconded by Miller, and unanimously carried, it was resolved to approve the agenda.

12-19-0360 Motion by Webster, seconded by Dowd, and unanimously carried, it was resolved to approve the minutes of the Regular Meeting of December 3, 2019.

12-19-0361 Motion made by Porter, seconded by Webster to go into a closed session to discuss a legal written opinion of Counsel pursuant to MCL 15.268 (h) and carried by a 6-0 roll call vote at 8:09 p.m.

Council reconvened at 9:21 p.m.

12-19-0362 Motion by Webster, seconded by Skiff, and unanimously carried, it was resolved to close the closed session.

The Council heard an Informational presentation on the Downtown Development Authority presented by Community Development/Planning Director, Lori Gouin.

The City Council held a Public Hearing to consider the establishment of a Commercial Rehabilitation District for the property known as 31720 Van Born. Community Development Director, Lori B. Gouin.
12-19-0363  Motion by Webster, seconded by Porter, and unanimously carried, it was resolved to close the Public Hearing.

12-19-0364  Motion by Miller, seconded by Skiff and unanimously carried, the following resolution was adopted:

RESOLUTION

WHEREAS, bids were secured through Stantec Engineering to provide the installation of a new control system at the Police Station to be paid for by grant funding.

WHEREAS, two bids were received:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fontanesi &amp; Kann Company, Ferndale, MI</td>
<td>$79,500.00</td>
</tr>
<tr>
<td>Erie Welding &amp; Mechanical, Erie, MI</td>
<td>$100,283.00</td>
</tr>
</tbody>
</table>

WHEREAS, the bids were reviewed by Stantec Engineering and recommendation has been received; and

NOW THEREFORE IT BE RESOLVED that the bid by Fontanesi & Kann Company, Ferndale, MI for $79,500.00 be paid for by grant funding be accepted with the approval subject to a written contract acceptable to both the City and Vendor.

By consensus of Council, Communications and Reports were received and filed or acted upon as indicated:


12-19-0365  Motion by Miller, seconded by Webster and unanimously carried, it was resolved to adopt a Resolution approving the establishment of a Commercial Rehabilitation District for the Property known as 31720 Van Born Rd.

12-19-0366  Motion by Miller, seconded by Dowd, and unanimously carried, it was resolved to approve a Resolution in support of Ford Motor Company’s planned investment.

12-19-0367  Motion by Webster, seconded by Skiff, and unanimously carried, it was resolved to approve a Letter of Agreement with the Wayne Professional Firefighters Association for Personal Business Leave Payouts for FY 2019-2020.

12-19-0368  Motion by Porter, seconded by Webster, and unanimously carried, it was resolved to approve a Letter of Agreement with the Wayne Professional Firefighters Association for Annual Leave Payout for Calendar year 2020.
Councilman Miller asked to have discussion at the next Regular City Council meeting of January 7, 2020 regarding opting into Recreational Marihuana.

Mayor Rhaesa requested a Proclamation in support of Martin Luther King Jr. Day for the next Regular City Council meeting on January 7, 2020.

**12-19-0369** Motion by Porter, seconded by Webster, and unanimously carried, it was resolved to approve the consent calendar as follows:

a. Wayne Housing Commission minutes of November 13, 2019


**12-19-0370** Motion by Miller, seconded by Dowd and unanimously carried, it was resolved to adjourn the meeting at 10:30 p.m.

__________________________  _______________
John P. Rhaesa             Tina M. Stanke, CMC
Mayor                      City Clerk

Date: December 17, 2019

To: Lisa Nocerini, City Manager

From: Kathryn Sample, Finance Director

Re: January 7, 2020 Agenda Item

Bond Presentation

The “City of Wayne Bonds” presentation will be presented to council at the January 7, 2020 meeting.

If you or any members of Council have any questions, please do not hesitate to contact me.
Date: December 17, 2019

To: Lisa Nocerini, City Manager

From: Kathryn Sample, Finance Director

Re: January 7, 2020 Agenda Item

Pension & OPEB Liability Presentation

The “City of Wayne Pension and Other Post Employment Benefit Liabilities” presentation will be presented to council at the January 7, 2020 meeting.

If you or any members of Council have any questions, please do not hesitate to contact me.
January 2, 2020

TO: Lisa Nocerini, City Manager
FROM: Michael Buiten, Engineering Manager
Re: 2020 Sidewalk Snow and/or Ice Removal Bid Award

Bids for the 2020 Sidewalk Snow and/or Ice Removal were received and publicly opened at the City Clerk’s Office on December 26, 2019 at 11:00 AM. As follows:

| Company                  | Location       | Bid  
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Scooby’s Lawn Care</td>
<td>Westland, MI</td>
<td>$2,075.00</td>
</tr>
<tr>
<td>A1 Lawn &amp; Snow Removal Services</td>
<td>Dearborn, MI</td>
<td>$4,250.00</td>
</tr>
<tr>
<td>Alastra Construction</td>
<td>Wyandotte, MI</td>
<td>$5,975.00</td>
</tr>
</tbody>
</table>

The low bidder, Scooby’s Lawn Care of Westland, Michigan, has worked in the city previously on tall grass projects. The contractor is cooperative and the work completed, met or exceeded city standards. The scope of work shall include remediation of the properties not in compliance with Section 1024.03 of the City’s Ordinance “Snow and/or ice which accumulates on any public sidewalk shall be removed by the owner, as defined in Section 218.01(f) of this code, or occupant of the abutting premises within 24 hours after the same has accumulated. Such removal shall be accomplished in a manner which will allow safe and convenient pedestrian traffic on the abutting sidewalk.”

**THEREFORE, IT IS RECOMMENDED** that City Council considers approving a bid to Scooby’s Lawn Care of Westland, Michigan, in the amount of $2,075.00 for the 2020 Sidewalk Snow and/or Ice Removal. Funding for this project will be provided through the General Fund – Ordinance.
December 27, 2019

MEMO

TO: Lisa Nocerini, City Manager

FR: Ed Queen, DPW Assistant Director

RE: Resolution for MDOT

Attached is a Performance Resolution for Governmental Agencies mandated by the State of Michigan. Each year an updated resolution is required from the City Council designating the names and positions of those persons authorized to sign permits for work performed within state trunkline right of way.
PERFORMANCE RESOLUTION
FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the CITY OF WAYNE

(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.

2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.

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

4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation, construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

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

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

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name: 
Edmund Queen, DPW Assistant Director
Michael Buiten, Engineering Manager

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by the City Council of the City of Wayne of Wayne County at a Regular meeting held on the 7th day of January A.D. 2020.

Signed Title City Clerk
January 2, 2020

TO: Lisa Nocerini, City Manager
FROM: Michael Buiten, Engineering Manager
Re: 2020 Sidewalk Snow and/or Ice Removal
Proposed Fees

After the Council approves the low bidder for the 2020 Sidewalk Snow and/or Ice Removal contract, the Council shall set fee(s) billed to the owner.

The scope of work includes remediation of all properties not in compliance with Section 1024.03 of the City’s Ordinance “Snow and/or ice which accumulates on any public sidewalk shall be removed by the owner, as defined in Section 218.01(f) of this code, or occupant of the abutting premises within 24 hours after the same has accumulated. Such removal shall be accomplished in a manner which will allow safe and convenient pedestrian traffic on the abutting sidewalk.” Any person who fails to comply with the provisions of Chapter 1024 of the Codified Ordinance of Wayne shall be liable to the imposition of penalties and expenses incurred by the City.

The proposed fees are listed in the attached, proposed “2020 Sidewalk Snow and/or Ice Removal”

THEREFORE, IT IS RECOMMENDED that City Council considers approving the fees for the 2020 Sidewalk Snow and/or Ice Removal. Cost recovery will be placed in the General Fund – Ordinance.
CITY OF WAYNE
PUBLIC NOTICE

2020 GENERAL NOTICE REGARDING SNOW AND/OR ICE REMOVAL

No person who is the owner, occupant or lessee of real property in the City of Wayne, shall allow snow and or ice to remain on their sidewalk more than 24 hours after the end of a snow event adjacent to his or her property.

Any resident/owner who fails to comply with the provisions of Chapter 1024 of the Codified Ordinance of Wayne shall be liable to the imposition of penalties and expenses incurred by the City in declaring the property a nuisance and abating all nuisance conditions created by the snow and/or ice.

Fees for removal of snow and/or ice, established by the City Council, are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lots less than 121’ of frontage</td>
<td>$250.00</td>
</tr>
<tr>
<td>Lots between 121’ and 301’ of frontage</td>
<td>$300.00</td>
</tr>
<tr>
<td>Lots over 301’ of frontage</td>
<td>$350.00</td>
</tr>
<tr>
<td>Railroad crossing intersecting roadways</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

Corner lots will be charged based on parcel frontage only.

If you have any questions regarding this notice, please contact the Ordinance Division at (734) 419-0140

Publish: January xx, 2020

Tina Stanke
City Clerk
Subject: YAP Contract Extension  
From: "Grysco, Brandon" <BGrysko@fb-firm.com>  
Date: 1/2/2020, 1:07 PM  
To: "bchristner@cityofwayne.com" <bchristner@cityofwayne.com>

Dear Ms. Christner:  

This is to inform you of the extension of the Youth Assistance Program contract between the Conference of Western Wayne ("CWW") and Wayne County (the "County") and of modifications required by the County for all YAP subcontractor agreements. This will extend the agreement that expired on September 30, 2019 until September 30, 2020.

Attached to this email is a contract modification between the CWW and your organization. The extension of the contract, the insurance modifications, and the changes in maximum subcontractor compensation are all related to changes put into place by Wayne County. Please review the enclosed modification and sign and return it to me at the address listed below as soon as possible.

If you have any questions please do not hesitate to contact me.

BRANDON M. GRYSKO  
FAUSONE BOHN, LLP  
41700 West Six Mile Road, Suite 101  
Northville, Michigan  48168-3460  
(248) 912-3240  
(248) 380-3434 fax  
bgrysko@fb-firm.com  
Facebook.com/AttorneyBMG  
www.fb-firm.com  

Follow us on Facebook www.facebook.com/FausoneBohnLLP  
Check out our Legal Help for Veterans practice group at www.legalhelpforveterans.com  
Follow our presence on Twitter @Lawyer4Veterans and  
Facebook www.facebook.com/legalhelpforveterans to keep up-to-date on the latest happenings within the VA system.

This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and/or exempt from disclosure under applicable laws. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and/or reply to the e-mail message. Thank you.

Attachments:

20200102130331686.pdf  
776 KB
MODIFICATION OF THE SUBCONTRACTOR AGREEMENT

BETWEEN

CONFERENCE OF WESTERN WAYNE

AND THE CITY OF WAYNE YOUTH ASSISTANCE

This Subcontractor Agreement Modification (the “Modification”) is entered into as of the ___ day of ________________, 2020, between the Conference of Western Wayne (“CWW”), a public body corporate, and the City of Wayne Youth Assistance (the “Subcontractor”), a Michigan municipal corporation. As used in this Modification, the CWW and the Subcontractor are referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, CWW and the Charter County of Wayne (the “County”) entered into an intergovernmental agreement to provide Youth Assistance Programs (“YAP”) focused on delinquency prevention services for at-risk youths (the “YAP Contract”); and,

WHEREAS, as allowed by the YAP Contract, CWW subcontracted with the Subcontractor for YAP services (“Subcontractor Agreement”); and,

WHEREAS, the County has since modified the requirements for subcontractors to provide services under the YAP Contract;

NOW, THEREFORE, this Modification is effective on the following terms:

1. Section 3 of the Subcontractor Agreement is amended to read as follows:

   3.1 This Agreement shall continue until September 30, 2020, or until terminated in accordance with the terms and conditions of Section 14 of this Agreement. This Agreement may be renewed in writing for additional one year periods if the Parties so desire and there is available funding for this Agreement under a Wayne County Contract.

2. Section 10.1 of the Subcontractor Agreement is amended to require the type, amount, and limits of insurance as provided in the modified YAP Contract between CWW and Wayne County, which is attached hereto as Exhibit A and incorporated by reference.

3. Appendix B of the Subcontractor Agreement shall be amended to reflect maximum compensation payable for Fiscal Year 2020, attached as Exhibit B and incorporated by reference.

4. All other terms and conditions of the Subcontractor Agreement shall remain in full force and effect.

5. This Modification shall become a part of the Subcontractor Agreement between the Parties as of the date written above.

SIGNATURES APPEAR ON THE FOLLOWING PAGE
Dated: __________  

CONERENCE OF WESTERN WAYNE (CWW)

By Jordyn Selleck, its Executive Director

Dated: __________  

CITY OF WAYNE YOUTH ASSISTANCE (SUBCONTRACTOR)

By: ____________________________

Name: ___________________________

Title: ___________________________

By: ____________________________

Name: ___________________________

Title: ___________________________
EXHIBIT A

WAYNE COUNTY/CWW MODIFIED AGREEMENT
MODIFICATION NO. 1
BETWEEN WAYNE COUNTY
AND
CONFERENCE OF WESTERN WAYNE
(YOUTH ASSISTANCE PROGRAM)

THIS MODIFICATION is between Conference of Western Wayne and the County of Wayne, Michigan, a public body, and modifies Contract No. 2017-20-071, approved by the Wayne County Commission on March 16, 2017 by Resolution No 2017-182.

1. Section 4.01 is modified from:

The Contract begins on April 1, 2017 and ends September 30, 2019. The Contractor must expeditiously perform the services to achieve the objectives of this Contract. Upon written agreement, the parties may renew the contract for one year.

To:

The Contract shall commence April 1, 2017 and continue for a term lasting until September 30, 2020. The Contractor must expeditiously perform the services to achieve the objectives of this Contract.

2. Section 8.01 is modified from:

The County agrees to pay the Contractor at the rates in Appendix B, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges of other benefits in addition to those stated in Appendix B. Maximum compensation shall not exceed $1,575,645.00.

To:

The County agrees to pay the Contractor in Appendix B-1, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in Appendix B-1. Maximum compensation shall not exceed $2,205,903.00.

3. Section 12.02 is modified from:

12.02 Contractor shall maintain at least the following minimum coverage:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed
operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Umbrella or Excess Liability Policy in an amount not less than $3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor’s general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any “Special Conditions” shall be named as an additional insured under this policy.

C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

D. Workers’ Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor’s profession, with limits no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate.

If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

To:

12.02 Contractor shall maintain at least the following minimum coverage:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

C. Workers’ Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer’s Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.
If the Contractor maintains higher limits than the minimum insurance coverage required in Section 12.02, the Contractor shall maintain the coverage for the higher insurance limits for the duration of the Contract.

4. Section 12.11 is modified from:

12.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Contractor shall ensure that the County is an additional insured on insurance required from subcontractors.

To:

12.11 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance with the County as an additional insured and satisfying all the stated requirements, except as to 12.02, which shall be replaced with the following requirements:

A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

B. Umbrella or Excess Liability Policy in an amount not less than $3,000,000. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Contractor's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.

C. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than $1,000,000 per accident for bodily injury and property damage.

D. Workers' Compensation insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than $1,000,000 per accident for bodily injury or disease.

1. For any subcontractor that is a member of the Michigan Municipal Risk Management Authority (MMRMA), due to MMRMA reinsurance treaties and guidelines, MMRMA can only offer the limits of $500,000. MMRMA is a self-insured public entity group and financially sound. It is not rated by AM Best.
E. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. Subcontractors that are municipalities with coverage issued by the Michigan Municipal Risk Management Authority (MMRMA) meet the stated requirements provided in Section 12.11.

5. Appendix A - Scope of Services, is deleted in its entirety and the attached Appendix A-1, entitled "Scope of Services" is substituted in its place.

6. Appendix B - Compensation, is deleted in its entirety and the attached Appendix B-1, headed "Compensation" is substituted in its place.

7. All other terms and conditions of the Contract shall remain in full force and effect.

8. Each party warrants that its agent signing this Modification is authorized to bind its principal.

9. This Modification is subject to the County's policies regarding amendment of contracts.

10. This modification shall become part of the Contract between the parties and shall become effective upon review and approval by the Wayne County Commission and execution by the Wayne County Executive.

CONFERENCE OF WESTERN WAYNE
By: Wordyn Seliek
Its: Executive Director
Date: September 6, 2019

COUNTY OF WAYNE
By: Dannella Williams for
Warren C. Evans
Its: Wayne County Executive
Date: 10/23/2019 | 3:16:42 PM EDT

APPROVED AS TO FORM
Department of Corporation Counsel
Date: 9/3/19
APPENDIX A-1
SCOPE OF SERVICES

CONFERENCE OF WESTERN WAYNE
(Child Care Fund)

I. Targeted Population
To prevent out of home placement for at-risk youth, all Youth Assistance Program participants must have a complaint filed by the parent / guardian, the Wayne County Court System or with law enforcement. The following youth are eligible for services.

1. Diversion Youth - Status and misdemeanant offenders, less than 17 years of age, who have been assigned to the Court’s Informal Docket; pursuant to MCL 722.825(1); MSA 25-243(55)(1);

2. Right Trac Youth - Juveniles less than 17 years of age, who have been referred to the program by the Wayne County Prosecutor’s Office and Juvenile Assessment Center (JAC).

3. At-Risk Youth - Juveniles not older than 16 years and no younger than 7 years old, and are in danger of entry into the juvenile justice system; as defined in the Wayne County Ordinance 96-86 [Revised] 2-16-96.

4. Youth Serviced by The Conference of Western Wayne (CWW) live in the following cities:

   Belleville, Huron Township, Dearborn Heights, Van Buren Township, Sumpter Township, Dearborn, Garden City, Inkster, Livonia, Northville, Northville Township, Plymouth, Plymouth Township, Romulus, Wayne, Westland, Canton Township, Redford Township

5. Projected number of youth to be served per fiscal year = 160 Child Care Fund (CCF) eligible youth and 350 One Tenth (1/10th) Mil / At Risk youth.

II. Approved Services
Wayne County Department of Health, Human and Veterans Services (HHVS), formerly known as the Department of Health, Veterans and Community Wellness, is committed to the reduction of youth crime by providing in-home prevention/early intervention services to youth who are in danger of entry or have entered into the juvenile justice system. Services will target youth that are between the ages of 7 and 16.

Conference of Western Wayne (CWW) is an organization of 18 Western Wayne Communities. CWW does not provide direct prevention/early intervention services to...
the Targeted Population. These prevention early/intervention diversion services are
provided through the subcontractors of CWW. CWW provides oversight of the
subcontractors' provision of prevention/early intervention services.

CWW refers youth its subcontractors based on the youth's zip code of residence to one
of its subcontractors offering services within the zip code. CWW provides
administrative and oversight functions, ensures its subcontractors meet the staffing and
professional requirements, and that subcontractors meet the reporting requirements
for case documentation and program criteria. CWW reviews and reports evaluation and
outcome data from the subcontractors, and compiles the data for reporting to HHVS, as
required.

CWW shall ensure subcontractor's staff receives initial and ongoing training necessary
to perform the services in this contract as outlined in the job descriptions. The training
shall consist of a minimum of 8 hours per year and shall include information regarding
current child placing practices, laws and administrative rules relating to child placing in
Michigan.

CWW shall ensure that CWW and its sub-contractors adhere to all insurance
requirements as provided in this agreement.

The following are the approved services that sub-contractors of CWW shall provide:

Case Management, In-home Services, Individual Counseling, Group Counseling, Life
Skills/Social Skills, Parent Education and Support, Tutoring/Academic
Enrichment/Homework Assistance, Substance Abuse Groups and Truancy Reduction
Intervention.

III. Staffing and Professional Requirements
A. All individual counseling sessions shall be conducted by a counselor/social service
worker that possesses, at least, a Bachelor's degree with a major in social work,
sociology, psychology, guidance and counseling or criminal justice.

B. The case manager supervisor shall possess one of the following:

1. At least a bachelor's degree in sociology, social work, guidance and
counseling, psychology or criminal justice, and 4 years of experience as a
case manager in a childcare organization. Two years of the four years
shall be in a child-placing agency.

2. A master's degree in social work and one year of experience as a case
manager.

3. A master's degree in sociology, psychology, guidance and counseling or
criminal justice and 2 years of experience as a case manager.
C. The Chief Administrator shall possess one of the following:

1. A master’s degree in social work, sociology, psychology, guidance and counseling, criminal justice, education, business administration, or public administration and two years of experience in a child caring institution or child placing agency.

2. A bachelor’s degree with a major in social work, sociology, psychology, guidance and counseling, criminal justice, education, business administration, or public administration and 4 years post bachelor’s experience in a child caring institution or child placing agency.

D. There shall be a job description for each position identifying duties, qualifications, education, training requirements, and lines of authority. A copy shall be made available to the employee.

E. No social worker/counselor shall have a caseload greater than a 20 to 1 ratio.

F. A social worker/counselor shall have at least one face-to-face weekly visit with each youth.

IV. Reporting
   A. Case Documentation

1. A copy of the original complaint and/or petition, which includes evidence of receipt by the court.

2. YAP Treatment Plan that includes a brief history, family assessment and goals with time frames (where appropriate).

3. Individual case plans with time frames (where appropriate).

4. Youth Record Fact Sheet including: the youth’s name; date and place of birth; sex, religious affiliation; parent’s full name including mother’s maiden name; current address and phone number; dates and place of marriage or divorce, if deceased date, place, and cause of death; names, addresses and birth dates of siblings; names and addresses of nearest relatives; and copies of current medical records.

5. Dates of casework visits and contacts with child and family.

6. School reports, including grades, progress reports, and attendance.
7. Reports of psychological tests or psychiatric evaluations and follow-up treatment if available.

8. Parent/Agency Agreement signed by the youth’s parent or legal guardian.

9. Disenrollment Request Form.

B. **Program Criteria**

1. CWW will submit an actual expenditure invoice, narrative report, client roster, and performance summary report to HHVS on a monthly basis.

2. CWW shall submit an annual Child Care Fund (CCF) report to the Juvenile and Youth Services Division of HHVS. The annual report is due within 15 days of the conclusion of the County’s fiscal year (September 30th).

3. CWW’s sub-contractors shall record the status of each CCF eligible juvenile on the HHVS’ Juvenile Agency Information System (JAIS), according to policy outlined by HHVS. Case Notes/Progress Notes shall be entered into JAIS on a weekly basis.

4. CWW’s sub-contractors shall offer services at least four (4) days a week for the duration of the contract. Individual counseling must be provided to those youth who are assessed with mental health needs through the Right Trac JIFF assessment upon referral acceptance. The youth must be seen individually both for their initial assessment and at the end of the program to evaluate their progress.

5. CWW’s sub-contractors shall make provisions to contact youth within five business days of referral from the Juvenile Assessment Center.

6. CWW’s sub-contractors shall complete and submit the YAP At-Risk Youth Disenrollment Request Form within five business days of program termination to the Community JAC. This form requires signature by the parent/guardian, youth and YAP worker.

7. CWW and its sub-contractors will be in compliance as defined in the Youth Assistance Program (YAP) Scope of Services, YAP Manual, and mandated guidelines.
V. Evaluation / Outcomes

- 100% of participating youth will complete of a youth and family-centered YAP Assessment to assess youth’s risk factors in the four domains of the Social Development Research Model.

- 100% of participating youth will develop a youth and family-centered YAP Plan to address youth’s risk factors in the four domains of the Social Development Research Model.

- 80% of active youth will receive substance abuse education.

VI. Outcome Monitoring

- 80% of participating youth will be able to identify personal protective and risk factors through individual counseling, as evidenced by the Social Development Strategy Admission Assessment.

- 80% of participating youth will express satisfaction with services provided.

- 80% of active youth will improve knowledge of career opportunities, as evidenced by pre- and post-test scores.

- 75% of active youth will not re-offend and remain free of the juvenile justice system, as evidenced by Juvenile Information System query at the close of each cohort.

- 70% of active youth will demonstrate the ability to distinguish between appropriate and inappropriate behaviors and the consequences thereof, as evidenced by Juvenile Agency Information System (JAIS) case notes, Lion’s Quest homework responses, Aggression Replacement Training (ART) group responses, and any available referral source feedback.

- 60% of participating youth will improve anger management skills, as evidenced by pre- and post-test scores, as well as counseling progress note entries.

- 50% of active youth will demonstrate improved Grade Point Average.

VI. Ethics
The Contractor shall complete all Ethics in Contracting Vendor Forms and submit completed forms with the signed contract.
APPENDIX B - 1
COMPENSATION
CONFERENCE OF WESTERN WAYNE

Total compensation for the three and one half year contract is $2,205,903.00. All funds for this contract will be awarded to the Contractor for Youth Assistance Programs and Services as follows:

<table>
<thead>
<tr>
<th>BUDGET FUND</th>
<th>Child Care Fund</th>
<th>1/10\textsuperscript{th} Mill Fund</th>
<th>Total Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL BUDGET</td>
<td>$1,729,903.00</td>
<td>$476,000.00</td>
<td>$2,205,903.00</td>
</tr>
</tbody>
</table>

Name, description, price and number of service units for each Child Care Fund service unit in the table below:

<table>
<thead>
<tr>
<th>Name of Service Unit</th>
<th>Average Duration/Frequency of Service</th>
<th>Unit Price</th>
<th>Projected Number of Units Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Counseling</td>
<td>12</td>
<td>$80.00</td>
<td>1,800</td>
</tr>
<tr>
<td>Individual Counseling</td>
<td>6</td>
<td>$114</td>
<td>660</td>
</tr>
<tr>
<td>Life Skills &amp; Social Skills</td>
<td>10</td>
<td>$120</td>
<td>700</td>
</tr>
<tr>
<td>Academic Enrichment &amp; Tutoring</td>
<td>10</td>
<td>$55</td>
<td>420</td>
</tr>
<tr>
<td>Assessment &amp; Evaluation</td>
<td>1.5</td>
<td>$121</td>
<td>960</td>
</tr>
<tr>
<td>Parent Education &amp; Support</td>
<td>8</td>
<td>$80</td>
<td>660</td>
</tr>
</tbody>
</table>

I. Funding Source

The funds for this contract are derived from one-tenth millage funds into the Wayne County Child Care Fund and a 50% match from Michigan Department of Health and Human Services.

Payment Calculation and Distribution

A. Compensation shall be calculated from the actual number of units of service provided at the rate defined above, as recorded on and approved on JAIS, for CCF-eligible youth only. The Contractor shall be reimbursed for services rendered in the prior month, throughout the term of the contract.
B. Up to 32 units of service will be authorized for each youth upon initial JAIS registration, up to a maximum allowable cost per youth of $3,090.00

1. Additional units of service: The Contractor must obtain separate approval from the Juvenile Assessment Center for additional units of service.

2. Increase in maximum allowable cost per youth: In its sole discretion, the Grantee may, on a case-by-case basis, approve an increase in the maximum allowable cost per youth.

C. The Contractor will be responsible for preparation of invoices in a format specified by HHVS. The Contractor is responsible for compensation to any subcontracted providers.

D. The contractor and any subcontractors must meet the requirement of the State of Michigan’s Child Care Fund eligibility to obtain compensation under this agreement.

II. Limitations Upon the County’s Payment Obligations

A. The obligations of the County to make the payments required under this contract will be subject to and conditional upon the appropriation of funds for such purposes by the Wayne County Commission and upon the approval of the Wayne County Annual Child Care Fund Plan by the Michigan Department of Health and Human Services.

B. When it has been determined through exception, independent audit or otherwise that there has been an overpayment, the County will recover the overpayment from the Contractor. The County will establish a schedule to recoup overpayments, including adjustments to future payments owed to the Contractor. Overpayments may be recovered for any period, at the sole discretion of Wayne County. Overpayments will be defined to include any payments that are subsequently determined to be not eligible for CCF reimbursement.

C. Every effort must be made by the Contractor to review, request, and resolve any payment adjustments for each submitted monthly invoice prior to submission of the next month’s invoice. Payment adjustments must be submitted to HHVS with 180 consecutive calendar days from the date of actual service delivery. Contractor invoices for a payment adjustment delivered more than 180 calendar days from the date the original invoice was received by HHVS shall not be reimbursed.
III. Reimbursement from Other Sources

A. Except as provided by this contract, payments to the Contractor constitute full payment for all covered services (whether performed by the Contractor or subcontractors) and all other obligations of the Contractor under this contract.

B. Compensation to the Contractor for the provision of services cannot be billed to another funding source. The Contractor cannot bill more than one fund source for the provision of a covered service. All youth and services must meet the eligibility requirements for the Child Care Fund.

C. The Contractor shall not accept and shall prohibit its subcontractors from accepting or requiring any reimbursement from an eligible juvenile, or the families, for covered services provided under this contract.

IV. Billing

A. The Contractor shall submit an authorized unit rate invoice and client roster for all youth Eligible for the Child Care Fund by the 3rd of the preceding month to HHVS, 500 Griswold, 10th Floor, Detroit, MI 48226. The invoice shall include a Monthly Statement of Expenditures, Monthly Performance Summary, Monthly Narrative Report and a Monthly Client Report. The Contractor client roster shall include: youth name, J AIS number, dates of service, types of Service units provided, number of service units provided, and unit rate per service provided. Only CCF eligible youth and service delivery costs specific to these youths may be reported on the invoice.

B. The Contractor shall certify monthly that it has the capacity to fund additional costs necessary to comply with Child Care Fund service requirements when submitting invoices.

C. The Contractor shall operate on a reimbursement based payment schedule where the vendor pays for services first and then obtains 50% reimbursement from the county.

D. Contractor must submit annual audit and 990 (tax return) each year of the contract term.
## Proposed FY 2020 Budget (10/1/19 to 9/30/20)

<table>
<thead>
<tr>
<th>Program</th>
<th>Allocation</th>
<th>Projected Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CCF 1/10th Total</td>
<td>CCF ($2,230)</td>
</tr>
<tr>
<td>Dearborn Heights (Vista Maria)</td>
<td>26,780 13,224 40,004</td>
<td>52 3</td>
</tr>
<tr>
<td>Garden City Youth Assistance</td>
<td>100,200 13,500 113,700</td>
<td>42 10</td>
</tr>
<tr>
<td>Growth Works</td>
<td>195,298 13,888 209,186</td>
<td>66 14</td>
</tr>
<tr>
<td>Inkster Youth Assistance</td>
<td>56,780 13,224 70,004</td>
<td>9 3</td>
</tr>
<tr>
<td>Livonia Youth Assistance</td>
<td>- 17,178 17,178</td>
<td>- 17</td>
</tr>
<tr>
<td>Northville Youth Assistance</td>
<td>- 7,190 7,190</td>
<td>- 7</td>
</tr>
<tr>
<td>Wayne Youth Connection</td>
<td>35,000 32,394 67,394</td>
<td>22 15</td>
</tr>
<tr>
<td>Westland Youth Assistance</td>
<td>80,200 17,902 98,102</td>
<td>31 30</td>
</tr>
<tr>
<td>CCF Service Pool</td>
<td>- 7,500 7,500</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>494,258 136,000 630,258</strong></td>
<td><strong>222 99</strong></td>
</tr>
</tbody>
</table>
CITY OF WAYNE
MARTIN LUTHER KING JR. DAY PROCLAMATION

WHEREAS, Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

WHEREAS, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service; and

WHEREAS, the Universal Declaration of Human Rights empowers us all. The principles enshrined in the Declaration are as relevant today as they were in 1948; and

WHEREAS, since 1994 millions of Americans have been inspired by the life and work of Dr. Martin Luther King Jr. to serve their neighbors and communities on the King Holiday; and

WHEREAS, the King Day of Service is the only federal holiday commemorated as a national day of service, and offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

NOW, THEREFORE, I, Mayor John P. Rhaesa, and the Wayne City Council do hereby call upon the citizens to pay tribute to the life and works of Dr. Martin Luther King Jr. through participation in community service projects on Martin Luther King Jr. Day an throughout the year.

Signed and sealed this 7th day of January, 2020.

John P. Rhaesa, Mayor
Wayne Public Library
Board of Trustees Meeting
4:15 p.m. November 13, 2019
MINUTES

Present: Ginny Cesarz, Nancy Chiasson, Renee Davis, Larry McConnel and Lois VanStipdonk
Also Present: Phil Wagner, Jody Wolak and Judith Bauer

Excused Absent:

I. Call to Order: Lois VanStipdonk called the meeting to order at 4:20 p.m.

II. Announcements: The next board meeting will be moved to Dec. 18 instead of the 11th.

III. Introduction of Guests: none

IV. Public Comments: none

V. Approval of Agenda: 2 items were added to the agenda under new business; C and D. Larry made a motion to approve the amended agenda, Nancy seconded. Motion carried.

VI. Approval of minutes: Ginny made a motion to approve the minutes from Oct. 9, 2019. Nancy seconded, motion carried.

VII. Correspondence: none

VIII. Reports:
   A. President’s report: none
   B. Revenue and expenditures: Lois is going to contact the city manager about a couple line items that seem confusing.
   C. Director’s report: Jody reported that there is still 1 area that leaks occasionally and that it might have to do with the HVAC unit. Climate Tech came out to seal some ductwork around it. New computers will be installed Dec. 3 and will have Windows 10 and Office 2019.
   D. Department reports: Program attendance is up for all programs.
   E. Friends: The Friends made about $1400 at the tea fundraiser.

IX. Unfinished Business:
   A. Roof repair: see director’s report
   B. Policy review, updates and timeline: will review in 2020
   C. Updating job descriptions: will review in 2020
   D. Director annual review: The board will meet with Jody in January.

X. New Business:
   A. Procedure for issuing bans: Jody is going to speak to the police about this.
   B. “Paper Retriever” recycling: Jody is looking into this option for recycling paper.
   C. Employment Agreement request from the City: Full time employees need to sign an agreement with the City; Lois is going to get more info from the City about Jody’s agreement.
   D. Meeting room request: Larry made a motion to let Vickie O’Neil use the meeting room for a function in Dec. Renee seconded, motion carried.

XI. Adjournment: Meeting adjourned at 6:50 pm

Minutes taken by
Judith Bauer

__________________________
Secretary
Wayne Public Library
Board of Trustees Meeting
4:15 p.m. December 3, 2019
SPECIAL MEETING
MINUTES

Present: Lois VanStipdonk, Ginny Ceasar, Nancy Chiasson, Renee' Davis,
Larry McConnell, and Jody Wolak
Also Present: Judy Bauer

I. Call to Order: Lois VanStipdonk called the Special Meeting to order at 4:15 p.m.

II. CLOSED MEETING: Larry McConnell motioned to go into Closed Meeting at 4:20 p.m.
Ginny Ceasar seconded, motion carried. Discussion regarding personnel issues. Ginny Ceasar motioned toadjourn Closed Meeting at 5:45 p.m. Larry McConnell seconded, motion carried.

III. Adjournment: Lois VanStipdonk adjourned Special Meeting at 5:48 p.m.

Minutes taken by
Renee’ Davis

Secretary