Pledge of Allegiance

Roll Call

1. Approve Agenda

2. City Council Minutes
   a. Regular Meeting of January 21, 2020

3. Presentations
   a. Certificate of Thank you to the Wayne Goodfellows for their service to the families of the community during the holiday season
   b. Museum Update – Tyler Moll
   c. Audit Presentation for FY2019 – Kathryn Sample

4. Ordinances and Amendments
   a. Second Reading and Adoption of Ordinance 2020-01, Amendment to Chapter 894, to provide for a Service Charge in lieu of taxes for Attwood Gardens (L. Gouin)

5. General Items
   a. Approval of MDOT Contract Number 19-5579, John Hix Bridge Deck Replacement Project and to authorize Building and Engineering Director, Michael Buiten to sign the contract (M. Buiten)
   b. Approval of the Protecting Local Government Retirement and Benefits Act Application for Waiver: Defined Benefit Pension Retirement Systems (K. Sample)
   c. Approve and notify Bendzinski and Company of the termination of all Municipal Advisor and Dissemination Agent contracts and agreements with an effective date of March 5, 2020 and to authorize the City Manager to communicate said termination on behalf of the City of Wayne (L. Nocerini)
d. Approval of Proclamation honoring Black History Month for the month of February 2020

e. Approval of Resolution regarding the Exploration of District Court Consolidation (L. Nocerini)

f. Approval of the Revision to the City of Wayne City Council Rules and Procedures

g. Approval of the Application for Special Event Permit from Wayne Rotary Club to hold “Concerts in the Park” in Goudy Park from 6:00 p.m. to 11:00 p.m. on each Wednesday from July 15, 2020 through August 26, 2020

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

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 - #2020-02  
TUESDAY, JANUARY 21, 2020 - 8:00 P.M.  
WAYNE CITY HALL

A regular meeting of the Wayne City Council was held on Tuesday, January 7, 2020, 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 L. Bosnic, City Attorney, Tina M. Stanke, City Clerk

A moment of silence was held for Gloria Rowland

The City Clerk read a resolution in tribute to Gloria Rowland

01-20-0011 Motion by Miller, seconded by Dowd, and unanimously carried, it was resolved to approve the agenda as presented.

01-20-0012 Motion by Webster, seconded by Wagner, and unanimously carried, it was resolved to approve the minutes of the Regular Meeting of January 7, 2020.

The City Council presented the Wayne Historical Society with a certificate of Thank you for their work on Holiday Night at the Museum.

01-20-0013 Motion by Wagner, seconded by Webster and unanimously carried, it was resolved to approve a 2019-2020 Materials Recovery Facility License at Wayne Car & Truck Parts, 34939 Brush St.

01-20-0014 Motion by Porter, seconded by Webster and unanimously carried, it was resolved to approve the first reading of Ordinance 2020-01, Amendment to Chapter 894, to provide for a Service Charge in lieu of taxes for Attwood Gardens.
01-20-0015 Motion by Porter, seconded by Wagner, and unanimously carried, it was resolved to approve the reappointment of Virginia Cesarz to the Wayne Library Board until February 2025.

01-20-0016 Motion by Webster, seconded by Dowd, and unanimously carried, it was resolved to approve the appointment of Claudia Buckalew to fill an unexpired term to the Wayne Historical Commission until July 2020.

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


01-20-0017 Motion by Skiff, seconded by Webster and unanimously carried, it was resolved to approve the Resolution for City of Wayne 2020 Poverty Exemption.

01-20-0018 Motion by Miller, seconded by Webster and unanimously carried, it was resolved to approve a Commercial Rehabilitation District Certificate for the property known as 31720 Van Born.

There were no new items for the next agenda.

01-22-0019 Motion by Porter, seconded by Webster, and unanimously carried, it was resolved to approve a Street Vacation at Hubbard St. between E. Michigan Ave. and the Rail Road tracks.

01-20-0020 Motion by Miller, seconded by Webster, and unanimously carried, it was resolved to approve the emergency HVAC repair for the Museum in the amount of $8,193.00 to be paid from the Historical Museum Budget.

01-20-0021 Motion by Webster, seconded by Miller, and unanimously carried, it was resolved to approve the emergency repair of the Street Sweeper in the amount of $8,073.77 to be paid from the City Property Budget.

There were no new items for the next agenda.

01-20-0022 Motion by Wagner, seconded by Dowd and unanimously carried, it was resolved to approve the Consent Calendar as follows:

a. Wayne Downtown Development Authority minutes of November 13, 2019

b. Wayne Planning Commission minutes of December 10, 2019

c. Wayne Historical Commission minutes of January 13, 2020
01-20-0023  Motion by Porter, seconded by Wagner and by a 7-1 roll call vote, it was resolved to adjourn to a closed session to consider a personnel evaluation of an employee under MCL15.268a.

The City Council entered into closed session at 9:25 p.m.

The City Council reconvened at 10:53 p.m.

01-20-0024  Motion by Wagner, seconded by Dowd and unanimously carried, it was resolved to close the closed session.

01-20-0025  Motion by Wagner, seconded by Porter and unanimously carried, it was resolved to adjourn the meeting at 10:53 p.m.

John P. Rhaesa  
Mayor

Tina M. Stanke, CMC  
City Clerk

Wayne Goodfellows

For their generous time and donations helping to ensure that there was "No Child Without a Christmas" in the City of Wayne in 2019.

The Mayor and Members of the Wayne City Council do hereby commend and sincerely thank Wayne Goodfellows.

Dated this 4th Day of February, 2020

John P. Messe
Mayor
Date: January 14, 2020

To: Lisa Nocerini, City Manager

From: Kathryn Sample, Finance Director

Re: February 4, 2020 Agenda Item

Audit Presentation for FY19

The Audit for Fiscal Year Ending June 30, 2019 will be presented to council at the February 4, 2020 meeting.

A hardcopy of the audit will be provided to council at the meeting. Also an electronic copy of the audit is available on the City of Wayne’s website under the Financial Dashboard.

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

To: Lisa Nocerini, City Manager

From: Lori B. Gouin, Community Development/Planning Director

Date: 1-24-2020

RE: PILOT Amendment (Second reading and adoption of Ordinance 2020-01)

Wallick Communities has received feedback from their latest funding application submitted to MSHDA in November of 2019. The 16 year time frame for the PILOT did not meet their requirements for direct lending. They are requiring 30 years. The Underwriting Department at MSHDA has indicated that a 4% as opposed to 7% PILOT would be looked at favorably. Per MSHDA’s recommendation, Wallick is requesting a 30 year time frame with a 4% PILOT. They have also suggested that the PILOT begin at the end of construction.

All of these amendments should be looked upon favorably by the Loan Committee for approval. This is a formal request for the second reading and adoption of Ordinance 2020-01 and amendment to Ordinance 2019-08. Please place this item on the February 4, 2020 agenda.

Should you or any members of the Council have any questions, please feel free to contact me.
December 20, 2019

Ms. Lori Gouin
City of Wayne
3355 S. Wayne Road
Wayne, MI 48184

RE: Attwood Gardens Apartments: Request for a revision to the PILOT Maturity Term

Ms. Gouin,

MSHDA has provided their initiate review of our latest funding application submitted in November 2019 in relation to our proposed new construction of Attwood Gardens Apartments. In that regard, MSHDA has stated for their direct lending program the current PILOT term of 16-years is not acceptable. Per the attached email, MSHDA has required a PILOT maturity term of at least 30-years.

Therefore please consider this letter our formal request to revise the term of the Attwood Gardens Apartments PILOT from the current maturity term of 16-years to a new maturity term of 30-years. The start of this PILOT term would commence upon construction completion and receipt of the certificate of occupancy from the City.

Thank you for your attention to this request and we appreciate your continued effort to support us in our endeavor to bring new, quality multifamily housing to the City of Wayne. If you have any questions, please feel free to contact me directly.

Very Sincerely,

Joe Hall
Vice President of Development
Wallick Communities

Enclosure

cc: Ms. Tamera Kiger via email
CITY OF WAYNE
PUBLIC NOTICE
ORDINANCE NO. 2020-01

AN ORDINANCE TO AMEND CHAPTER 894 OF THE WAYNE CITY CODE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR ATTWOOD GARDENS, A LOW-INCOME SENIOR HOUSING PROJECT, TO BE FINANCED WITH A FEDERALLY AIDED MORTGAGE LOAN PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT of 1966.

SECTION 1. That Chapter 894 of the Wayne City Code is hereby revised to provide as follows:

CHAPTER 894.01 – INTENT AND DEFINITIONS

A. Intent.

This Ordinance shall be known and cited as the “City of Wayne Tax Exemption Ordinance for Attwood Gardens.” It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income seniors to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Wayne is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Wayne will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all ad valorem taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Wayne acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct, own and operate a housing project identified as Attwood Gardens on certain property located on the campus at 5454 Venoy Road in the City of Wayne to serve low-income seniors, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all ad valorem property taxes.

B. Definitions. The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

A. Authority means the Michigan State Housing Development Authority.
B. Annual Shelter Rent means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.

C. LIHTC Program means the Low-Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.

D. Low Income means persons and families eligible to move into a housing project.

E. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project and secured by a mortgage on the housing project.

F. Senior(s) means individuals who are at least fifty-five years of age.

G. Sponsor means The Senior Alliance and Wallick Communities and any entity that receives or assumes a Mortgage Loan.

H. Utilities means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

CHAPTER 894.02 – CLASS OF HOUSING PROJECT

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be a housing project for Low Income Seniors that are financed with a Mortgage Loan. It is further determined that Attwood Gardens is of this class.

CHAPTER 894.03 – ESTABLISHMENT OF ANNUAL SERVICE CHARGE

The housing project identified as Attwood Gardens and the property on which it or will be located shall be exempt from all ad valorem property taxes from and after the commencement of construction. The City of Wayne acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all ad valorem property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all ad valorem property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to 4% of the Annual Shelter Rents actually collected by the housing project during each operating year.

CHAPTER 894.04 – CONTRACTUAL EFFECT OF ORDINANCE

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.
CHAPTER 894.05 – LIMITATION ON THE PAYMENT OF ANNUAL SERVICE CHARGE

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt, but which is occupied by other than low income seniors shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

CHAPTER 894.06 – PAYMENT OF SERVICE CHARGE

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before September 15th of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, et seq).

CHAPTER 894.07 – DURATION

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program, but not to exceed 30 years, commencing upon the completion of construction.

SECTION 2. Severability. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

SECTION 3. Repeal. All other Ordinances inconsistent with the provisions of this Ordinance are, to the extent of such inconsistencies, hereby repealed.

SECTION 4. Publication. The City Clerk shall cause this Ordinance Revision to be published in the manner required by law.

SECTION 5. Effective Date. This Ordinance shall become effective ten days after enactment and upon publication thereof.
January 30, 2020

MEMO

To: Lisa Nocerini, City Manager

From: Michael Buiten, City Engineer

Re: 2020 John Hix Bridge Deck Replacement Project
Authorization to Sign Contract

Please see the attached, proposed contract with the State of Michigan for the 2020 John Hix Bridge Deck Project.

THEREFORE, IT IS RECOMMENDED that City Council consider authorizing the City Engineer to sign the proposed contract with the State of Michigan.
LOCAL BRIDGE  
NON FED  

Control Section: MCS 82000  
Job Number: 202414CON  
Structure: # 12521  
Contract No.: 19-5579

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WAYNE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Wayne, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated November 27, 2019, attached hereto and made a part hereof:

PART A – STATE PARTICIPATION
Rehabilitation work for the structure # 12521, which carries John Hix Road over the Lower River Rouge, Section 30, T02S, R09E, City of Wayne, Wayne County, Michigan; including bridge deck replacement, joint repair, approach, and maintaining traffic work; and all together with necessary related work.

PART B – NO STATE PARTICIPATION
Audio-visual recording for the structure # 12521, which carries John Hix Road over the Lower River Rouge, Section 30, T02S, R09E, City of Wayne, Wayne County, Michigan; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to State law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the project including advertising and awarding the construction contract for the PROJECT. Such administration shall be in accordance with PART II Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

   A. Design or cause to be designed the plans for the PROJECT.
B. Appoint a project engineer who shall be in responsible charge of the
PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering,
construction materials testing, and inspection services necessary for the
completion of the PROJECT.

5. The PROJECT COST shall be met in accordance with the following:

PART A
The PART A portion of the PROJECT COST shall be met in part by state Local
Bridge Funds. The state Local Bridge Funds will be applied to the eligible items
of the PART A portion of the PROJECT COST at a participation ratio equal to 95
percent. The remaining 5 percent of the eligible items of the PART A portion of
the PROJECT COST, as well as any ineligible items of PROJECT COST, shall be
paid 100 percent by the REQUESTING PARTY in the manner and at the times
hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for State participation
and shall be charged to and paid 100 percent by the REQUESTING PARTY in
the manner and at the times hereinafter set forth.

Any items of PROJECT COST not paid by state Local Bridge Funds will be the sole
responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the
provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share
of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein
provided. All payments will be made within 30 days of receipt of billings from the
DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING
PARTY'S share of the actual costs incurred less State Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY
will promptly cause to be enacted and enforced such ordinances or regulations as may be
necessary to prohibit parking in the roadway right-of-way throughout the limits of the
approaches being constructed as a part of the PROJECT.

8. The contracting parties do hereby agree to be bound by all of the provisions and
conditions set forth in PART II hereof which are applicable to the PROJECT.
In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, if applicable, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that, if applicable, remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT’S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use the state Local Bridge Funds.
Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party’s liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT’S award of the construction contract for

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the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction, and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.
19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative Board.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF WAYNE

By __________________________
Title: _______________________

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By __________________________
Department Director MDOT

By __________________________
Title: _______________________

09/06/90 SCBSTATE FOR 11/27/19
## EXHIBIT I

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<th>CONTROL SECTION</th>
<th>MCS 82000</th>
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<tr>
<td>STRUCTURE</td>
<td># 12521</td>
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<tr>
<th>TOTAL ESTIMATED COST</th>
<th>STATE LOCAL BRIDGE FUNDS (EST 95%)</th>
<th>BALANCE REQ. PARTY'S SHARE</th>
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<tr>
<td><strong>PART A - STRUCTURE AND APPROACHES (STATE PARTICIPATION)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction (Contracted)</td>
<td>$305,600.00</td>
<td>$290,300.00</td>
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| **PART B - AUDIO-VISUAL RECORDING WORK (NO STATE PARTICIPATION)** | | |
| Construction (Contracted) | $3,000.00 | $-0- | $3,000.00 |

| GRAND TOTAL | $308,600.00 | $290,300.00 | $18,300.00 |

NO DEPOSIT REQUIRED

09/06/90 SCBSTATE.FOR 11/27/19
PART II

STANDARD AGREEMENT PROVISIONS

SECTION I  COMPLIANCE WITH REGULATIONS AND DIRECTIVES
SECTION II  PROJECT ADMINISTRATION AND SUPERVISION
SECTION III  ACCOUNTING AND BILLING
SECTION IV  MAINTENANCE AND OPERATION
SECTION V  SPECIAL PROGRAM AND PROJECT CONDITIONS
SECTION I
COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

03-15-93
g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 1401): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformity with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.
SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate thereof. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.
F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.
SECTION III
ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of the audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate
arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable.

Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.
The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm.

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
   Accounting Service Center
   Hannah Building
   608 Allegan Street
   Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final
or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number ______", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.
2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof; and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY’S share of any future distribution of Michigan Transportation Funds in settlement of said claim.
4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposits for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.
SECTION IV
MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in accordance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

   With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

03-15-93
Date: January 17, 2020

To: Lisa Nocerini, City Manager

From: Kathryn Sample, Finance Director

Re: February 4th, 2020 Agenda Item

Approval of Application of Waiver

Due to the Underfunded Status of our Pension plan based on our 2019 Retirement System Annual Report (Form 5572), the State is requiring we apply for a corrective action plan or a waiver. These corrective action plans or waivers must be approved by council.

The administration has completed an Application for Waiver which shows that we have already made system changes that will improve our pension liability.

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

The administration is requesting City Council approve the enclosed Protecting Local Government Retirement and Benefits Act Application for Waiver: Defined Benefit Pension Retirement Systems (Form 5583).
Protecting Local Government Retirement and Benefits Act
Application for Waiver:
Defined Benefit Pension Retirement Systems


1. LOCAL GOVERNMENT INFORMATION

Local Government Name: City of Wayne
Six-Digit Muni Code: 822300

Defined Benefit Pension System Name: Municipal Employees' Retirement System

Contact Name (Administrative Officer): Lisa Nocerini
Title if not Administrative Officer: City Manager

Email: nocerini@cityofwayne.com Telephone: (734) 722-2000
Fiscal Year: 2019

2. GENERAL INFORMATION

Application for Waiver: This Application for Waiver may be filed by any local government with at least one defined benefit pension retirement system that has triggered a preliminary review of underfunded status. In accordance with Public Act 202 of 2017 (the Act), if the State Treasurer determines that the underfunded status is adequately being addressed by the local government, the State Treasurer shall issue a waiver of the determination of underfunded status. If requesting a waiver, you must submit a separate and unique application for each underfunded retirement system as determined by your most recent Retirement System Annual Report (Form 5572).

Due Date: The local government has 45 days from the date of notification to complete and file the Application for Waiver. Failure to file within 45 days will result in a determination of underfunded status for your local government as defined by the Act, and your local government will be required to submit a corrective action plan to the Municipal Stability Board for approval.

Filing: This Application for Waiver must be approved by the local government’s administrative officer and its governing body. You must provide proof of your governing body approving this Application for Waiver and attach the documentation as a separate PDF document. Failure to provide documentation that demonstrates approval from your governing body will automatically result in a disapproval of the waiver application.

The completed application must be submitted via email to LocalRetirementReporting@michigan.gov. If you have multiple underfunded retirement systems, you are required to complete separate applications and send a separate email for each underfunded system. Please attach each application as a separate PDF document in addition to all applicable supporting documentation.

The subject line of the email(s) should be in the following format: Waiver-20XX, Local Government Name, Retirement System Name (e.g. Waiver-2018, City of Lansing, Employees’ Retirement System Pension Plan). Treasury will send an automatic reply acknowledging receipt of the email. Your individual email settings must allow for receipt of Treasury’s automatic reply. This will be the only notification confirming receipt of the application(s).

Considerations for Waiver: A successful Application for Waiver will demonstrate what your local government has already done to adequately address its underfunded status. Prospective solutions will not be granted merit in determining the outcome of the waiver application (e.g. future amendments to collective bargaining agreements, upcoming millage proposals, potential budget changes, etc.). However, Treasury may consider additional ongoing funding dedicated to your retirement system if those commitments have been formally enacted by the governing body and can be documented. Section three of this waiver application allows the local government to enter a brief description of prior
actions that have already been implemented to adequately address its underfunded status. For purposes of Sec. 6.1(1) of the Act, this application will also be considered the plan.

Underfunded status for a defined benefit pension system is defined as being less than 60% funded according to the most recent audited financial statements, and, if the local government is a city, village, township, or county, the actuarially determined contribution (ADC) for all of the defined benefit pension retirement systems of the local government is greater than 10% of the local government’s annual governmental fund revenues, based on the most recent fiscal year.

General guidelines are listed below to help your local government decide whether to apply for a waiver. Ultimately, waiver approval or disapproval is at the discretion of the State Treasurer; however, waiver applications should generally demonstrate at least one of the following seven criteria. Please check all that apply:

- In general, local governments that were previously granted a waiver should demonstrate improvement in their underfunded status in the subsequent year. Improvement can be measured by an increase in the funded ratio and/or a decrease in the ADC as a percentage of governmental revenue;
- There was a mistake in the filing process and the local government is not actually underfunded;
- Using updated data, such as a more recent actuarial valuation, the local government is not underfunded;
- If a local government fails to calculate an ADC within their audited financial statement and triggers underfunded status, the local government may file a waiver application to Treasury that includes the calculated ADC;
- The local government demonstrates their underfunded status will be addressed within four years;
- The local government is a non-primary government (e.g. road commission, authority, etc.) and demonstrates their ADC for pension is less than 10% of governmental revenues;
- When adding enterprise fund revenues used specifically to pay retirement costs with governmental fund revenues, your ADC as a percentage of combined revenues is below 10%.

3. DESCRIPTION OF PRIOR ACTIONS

Prior actions are separated into three categories below: System Design Changes, Additional Funding, and Other Considerations. Please provide a brief description of the prior actions implemented by the local government to address the retirement system’s underfunded status within the appropriate category section. Within each category are sample statements that you may choose to use to indicate the changes to your system that will positively affect your funded status. For retirement systems that have multiple divisions, departments, or plans within the same retirement system, please indicate how these changes impact the retirement system as a whole.

Please indicate where in the attached supporting documentation these changes are described and the impact of those changes (i.e. what has the local government done to improve its underfunded status, and where can we find the proof of these changes in the supporting documentation?).

Note: Please provide the name of the system impacted, the date you made the change, the relevant page number(s) within the supporting documentation, and the resulting change to the system’s funded ratio.

Category of Prior Actions:

☐ System Design Changes - System design changes may include the following: Lower tier of benefits for new hires, final average compensation limitations, freeze future benefit accruals for active employees in the defined benefit system, defined contribution system for new hires, hybrid system for new hires, bridged multiplier for active employees, etc.
Sample Statement: The system’s multiplier for current employees was lowered from 2.5X to 2X for the General Employees’ Retirement System on January 1, 2018. On page 8 of the attached actuarial supplemental valuation, it shows our funded ratio will be 60% by fiscal year 2021.

Contracts were negotiated after the 06/30/2016 contracts expired. Contracts have been negotiated and lower multipliers have been agreed upon (such as moving from 2.6 to 2.5 and opening new divisions for new hires with lower multipliers). Also, most new contracts (that now expire 6/30/22) moved from 7% employee contribution to 10% employee contribution. See additional information attached.

☐ Additional Funding — Additional funding may include the following: voluntary contributions above the ADC, bonding, millage increases, restricted funds, etc.

Sample Statement: The local government provided a lump sum payment of $1 million to the General Employees’ Retirement System on January 1, 2018. This lump sum payment was in addition to the ADC of the system. The additional contribution will increase the retirement system’s funded ratio to 61% by 2022. Please see page 10 of the attached enacted budget, which highlights this contribution of $1 million.

☐ Other Considerations — Other considerations may include the following: outdated Form 5572 information, enterprise fund revenue considerations, actuarial assumption changes, amortization policy changes, etc.

Sample Statement: The information provided on the Form 5572 from the audit used actuarial data from 2016. Attached is an updated actuarial valuation for 2018 that shows our funded ratio has improved to 62% as indicated on page 13.

Sample Statement: $400,000 of expenditures are directly tied to expenses for retirement obligations from our water and sewer fund. The attached analysis shows that our revenue ratio (ADC / Combined Funds) would only be 9% when including applicable enterprise fund revenue within the calculation. Additionally, attached are two invoices from MERS showing distributions to our pension fund from the enterprise fund totaling $400,000. As a result, $400,000 of our enterprise fund revenues should be combined with our governmental fund revenues to properly demonstrate total available funding.

4. DOCUMENTATION ATTACHED TO THIS WAIVER APPLICATION

Documentation must be attached as a PDF to this waiver application. The documentation must demonstrate the prior actions that have already been implemented to adequately address the local government’s underfunded status. Please ensure this documentation directly supports and highlights the systems funded ratio as entered in section three of the waiver application above. Please check all documents that are included as part of this application and attach in successive order as provided below:

Naming convention: When attaching documents please use the naming convention shown below. If there is more than one document in a specific category that needs to be submitted, include a, b, or c for each document. For example, if you are submitting two supplemental valuations, you would name the first document “Attachment 2a” and the second document “Attachment 2b”.

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6. LOCAL GOVERNMENT'S ADMINISTRATIVE OFFICER APPROVAL OF WAIVER APPLICATION

I, Lisa Nocerini ________________________, as the government’s administrative officer (Ex. City/Township Manager, Executive Director, Chief Executive Officer, etc.) (insert title) City Manager ________________________, approve this Application for Waiver. We are requesting a waiver of underfunded status because we have already implemented substantial changes to our retirement system as described above.

I confirm to the best of my knowledge that because of the changes listed above the following statement will occur:

Using the waiver criteria checked in Section 2 of this application, the ________________________ Municipal Employees' Retirement System (Retirement Pension System Name) will have addressed its underfunded status by fiscal year 2020.

Signature: ________________________ Date: ________________________
CITY OF WAYNE
Pension System Changes

All contracts had expired 06/30/2016 and new contracts were negotiated. Contracts have been negotiated and lower multipliers have been agreed upon as well as most new contracts moving employees from a 7% contribution to a 10% contribution.

<table>
<thead>
<tr>
<th>LABOR CONTRACT</th>
<th>RECENT CHANGES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officers Association Contract</td>
<td>2.25 multiplier (from 2.5)</td>
</tr>
<tr>
<td>Command Officers Association Contract</td>
<td>2.5 wage reduction / 2.8 multiplier unchanged, New hires (after 05/05/08) 2.5 multiplier (promotions are not considered new hires).</td>
</tr>
<tr>
<td>General Employees Contract</td>
<td>2.25 multiplier (from 2.8)</td>
</tr>
<tr>
<td>Wayne Fire Association Contract</td>
<td>2.25 multiplier (from 2.7)</td>
</tr>
<tr>
<td>Department Heads</td>
<td>2.25 multiplier (from 2.8), New hires 1.5 multiplier</td>
</tr>
<tr>
<td>T-POAM Contract</td>
<td>2.25 multiplier (from 2.8)</td>
</tr>
<tr>
<td>Court Employees Contract</td>
<td>2.25 multiplier (from 2.5)</td>
</tr>
<tr>
<td>Supervisor’s Contract</td>
<td>2.25 multiplier (from 2.8)</td>
</tr>
</tbody>
</table>
To: Mayor Rhaesa, Members of the Wayne City Council
From: Lisa Nocerini, City Manager
RE: Termination of Municipal Advisor and Dissemination Service Agent contracts and agreements with Bendzinski & Company effective March 5, 2020
Date: January 31, 2020

I am respectfully requesting your approval for the termination of all Municipal Advisor and Dissemination Agent contracts and agreements with Bendzinski & Company with an effective date of March 5, 2020. The current contracts and agreements allow either party to terminate with thirty (30) days written notice.

Thank you for your consideration.
October 31, 2017

Ms. Lisa Nocerini, City Manager  
City of Wayne  
3355 S. Wayne Rd  
Wayne, MI 48184

RE: City of Wayne County of Wayne State of Michigan 2017 Refunding Bonds  

Dear Ms. Nocerini:

Bendzinski & Co. Municipal Finance Advisors would like to thank you for the opportunity to serve as the Registered Municipal Advisor for the issuance of the above referenced bond issue. This letter will confirm the terms of our engagement:

- Act on behalf of the City of Wayne (the "Issuer") with a fiduciary duty, which shall include a duty of loyalty and a duty of care in accordance with the rules and regulations set forth by the Municipal Securities Rulemaking Board ("Board" or "MSRB") and the Securities and Exchange Commission ("SEC");
- If necessary, prepare with officials, the forms required by the Municipal Finance Division of the Michigan Department of Treasury;
- Prepare complete financial information in cooperation with officials and/or underwriter(s) in order to arrive at the amount of bonds to be sold;
- Prepare a time schedule, illustrating the steps necessary to issue the bonds;
- With input from the Issuer, determine whether a private placement, competitive or a negotiated sale is the most beneficial to the issuance of the bonds depending on the selected bond issue type and current market conditions, and then develop a plan of finance;
- Prepare bond specifications for bond counsel including: interest rate limitations, redemption provisions and bidding parameters;
- Assist with the selection of registrar/transfer/paying and escrow agent, if necessary;
- Assist the Issuer with the selection of an underwriter or placement agent, if necessary;
- If required, Prepare comprehensive Preliminary and Official Statements, or any other form of disclosure that may be required, outlining all the details of the proposed financing, based on information provided by Issuer, in accordance with the provisions of S.E.C. Rule 15c2-12;
- If the Bonds are to be rated, advising and assisting with the selection of rating agencies. Preparation of materials to be provided to rating agencies. Developing strategies with officials for presentations and/or meetings with rating agencies:

615 Griswold Street • Suite 1225 • Detroit, MI 48226-3997  
Telephone • (313) 961-8222  
e-mail • rjb@bendzinski.com
Bendzinski & Co.
Ms. Nocerini
October 31, 2017

- A representative of Bendzinski & Co. shall will review the bid(s) for compliance with the terms set forth by the Issuer;
- Provide a list of comparable bonds issues recently sold;
- Make recommendations as to the action to be taken with respect to bids submitted at time of sale;
- Review Bond Purchase Agreement and/or Sale Order;
- Prepare final closing memo, pricing numbers including the final debt service schedule, pricing summary, savings and sources and uses of funds based on final coupons and yields; and
- Usual and customary Registered Municipal Advisor services as may be requested by the Issuer.

Bendzinski & Co. proposes a fee of not to exceed $45,000.00

In addition to the above professional fee, the Issuer will be charged for all travel and out-of-pocket expenses including, but not limited to: postage, telephone, mileage, airfare, meals and lodging for attendance of meetings requested by the Issuer.

We believe this provides you with the outline of the services we provide. The Registered Municipal Advisor fee is contingent upon the closing and delivery of the bonds. Although this form of compensation may be customary, it presents a conflict because Bendzinski & Co. may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the Issuer. For example, when facts or circumstances arise that could cause the financing or other transaction to be delayed or fail to close, Bendzinski & Co. may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction. Bendzinski & Co. manages and mitigates this conflict primarily by adherence to the fiduciary duty which it owes to municipal entities such as the Issuer which require it to put the interests of the Issuer ahead of its own.

Bendzinski & Co. is registered as a “municipal advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the MSRB. As part of this registration Bendzinski & Co. is required to disclose to the SEC information regarding any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Bendzinski & Co. Pursuant to MSRB Rule G-42, Bendzinski & Co. is required to disclose any legal or disciplinary event that is material to the Issuer’s evaluation of Bendzinski & Co. or the integrity of its management or advisory personnel. Bendzinski & Co. has determined that no such event exists as there are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving Bendzinski & Co. that were required to be reported to the SEC.

The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.
Copies of Bendzinski & Co.'s filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page, which is currently available at https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Bendzinski & Co. or for our CIK number which is 1614475.

It is understood and agreed that either party to this contract of employment may terminate the contract for any reason upon thirty (30) days prior written notice to the other party. If our employment on this basis is agreeable to you, please endorse your acceptance hereof on this letter which will constitute our contract of employment.

Should you have any questions or require any additional information, please do not hesitate to call.

Sincerely,

BENDZINSKI & CO.
Municipal Finance Advisors

[Signature]

Robert J. Bendzinski, CIPMA
President
Registered Municipal Advisor

Accepted: November 2, 2017

CITY OF WAYNE, STATE OF MICHIGAN

By: [Signature]
Lisa Nocerini, City Manager
PROPOSAL TO ACT
AS DISSEMINATION AGENT
TO THE
CITY OF WAYNE, MICHIGAN
Agreement to Provide for
Preparation of an Annual Information Statement
And to Act as Dissemination Agent for the
City of Wayne, Michigan

Whereas, the City of Wayne, County of Wayne State of Michigan (the “Issuer”), in connection with the issuance of the Issuer’s $8,585,000 2012 General Obligation Limited Tax Refunding Bonds, (the “Bonds”) has, pursuant to the requirement of Rule 15c2-12 of the U.S. Securities and Exchange Commission (the “Rule”) entered into a Continuing Disclosure Undertaking (the “Undertaking”) dated August 29, 2012, to provide continuing disclosure pursuant to said Rule, which is attached hereto as Exhibit A and incorporated herein by reference; and

Whereas, this and any other outstanding Undertaking(s) which may require the Issuer to submit an Annual Information Statement and annual audited financial statement for each fiscal year ending after June 30.

Whereas the Issuer hereby determines that it is in their best interest to designate Bendzinski & Co. Municipal Finance Advisors (“Bendzinski & Co.”) to serve as their dissemination agent for the purpose of preparing an annual information statement and submitting same to the Municipal Securities Rulemaking Board (“MSRB”) through Electronic Municipal Market Access (“EMMA”), in accordance with the Undertaking, for the Bonds, any other outstanding Undertaking(s) and all future Undertaking(s) of the Issuer for the next five (5) years.

Now therefore be it resolved that:

1. The Issuer hereby agrees to appoint Bendzinski & Co. Dissemination Agent for the purpose of preparing the annual information statement and the submission of same to the MSRB through EMMA, in accordance with the rule and in accordance with the time requirements set forth in the Undertaking for the Bonds.

2. The Issuer agrees to provide, prior to the sale of any future bond issues and prior to its adoption copies of debt issuance documents including the Continuing Disclosure Undertaking(s) for review by Bendzinski & Co., so that Bendzinski & Co. may confirm that such future Undertaking(s) adequately meet the requirements of the Rule.

3. The Issuer agrees to provide all documents and proceedings required by the Rule or Undertaking(s) to Bendzinski & Co. within a reasonable time and at no cost therefore so that Annual Information Statement can be prepared.
4. It is expressly understood by all parties hereto that this Agreement related only to the preparation and submission of the Annual Information Statement to the MSRB through EMMA, if required, in accordance with the Rule and the time requirements set forth in the Undertaking(s), together with the submission of the audited financial statements when such audited financial statements are made available to Bendzinski & Co. This agreement does not relate to the timely submission of reporting of significant events or the monitoring of such situations from time to time as may be necessary to comply with any notification requirements set forth in the Undertaking(s), which obligations shall remain and be the sole responsibility of the Issuer.

5. Bendzinski & Co. hereby agrees to commit its physical facilities and personnel to whatever extent necessary in order to fulfill its obligation under this Agreement in order to ensure that the Issuer is in compliance with the terms and conditions of the Undertaking(s) with respect to the Rule.

6. In addition to the services above, Bendzinski & Co. will, at no additional cost, provide municipal advisory advice such as:

   A. Review of outstanding debt for refinancing opportunities;
   B. Provide schedules for new debt issue that the City may be considering; and
   C. Advise on any prepayment of outstanding debt.

7. In consideration whereof, the Issuer hereby agrees to compensate Bendzinski & Co. the sum of $1,000.00 annually for the first five (5) years, commencing with the fiscal year ending after June 30, 2019. Commencing with the Issuer’s fiscal year ending after June 30, 2023, the parties agree to renegotiate an annual fee for such service that is mutually agreeable to both parties.

8. For significant events requiring notice to the MSRB through EMMA in the Undertaking(s), the Issuer may retain the services of Bendzinski & Co. in accordance with the terms of this Agreement, and agrees to compensate Bendzinski & Co. for the services of its professional staff at the rate of $175.00 per hour. The retention of Bendzinski & Co. under this section shall not relieve the Issuer of the timely submission of reporting of significant events as defined in Section 4 of this Agreement.

9. In addition to the fees set forth above, the Issuer agrees to reimburse Bendzinski & Co. for all travel and out-of-pocket expenses, duplicating costs, long-distance telephone expense and postage incurred at the request of and on behalf of the Issuer upon submittal of such changes.
10. This Agreement may be terminated by either party by thirty (30) days written notice directed to:

Robert J. Bendzinski, President
Bendzinski & Co. Municipal Finance Advisors
17000 Kercheval Ave., Suite 230
Grosse Pointe, MI 48230

IN WITNESS THEREOF, the Issuer has caused this Agreement to be executed by its Mayor and City Clerk on this _____ day of August 2019.

Witness

Witness

Witness

City of Wayne
County of Wayne
State of Michigan

By
Mayor

By
City Clerk

Bendzinski & Co.
Municipal Finance Advisors

Robert J. Bendzinski, President
Registered Municipal Advisor

17000 Kercheval Ave • Suite 230 • Grosse Pointe, Michigan 48230
(313) 961-8222 • FAX (313) 961-8220
e-mail • rjb@bendzinski.com
STATEMENT OF INTENT TO FILE INFORMATION
REQUIRED FOR THE CONTINUING DISCLOSURE UNDERTAKING

I, ____________________________________________, as an authorized officer of the City, Michigan, decline to hire Bendzinski & Co. to serve as the dissemination agent. Therefore, I hereby acknowledge and agree on behalf of the City to file the information required pursuant to Continuing Disclosure Undertaking on an annual basis to the MSRB through EMMA pursuant to the Undertaking dated August 29, 2012, adopted by the City for the $8,585,000 2012 General Obligation Limited Tax Refunding Bonds, and any additional Undertaking(s) that the City may have outstanding.

By: ____________________________________________
   (Name & Title)

Dated: ________________________________
WHEREAS, the month of February is officially celebrated as Black History Month, with dates back to 1926, when Dr. Carter G. Woodson set aside a special period of time in February to recognize the heritages and achievements of Black Americans.

WHEREAS, the history of Black Americans is the story of extraordinary individuals whose achievements have set examples for the citizens of all races; and

WHEREAS, the story of bondage and oppression, the deprivation of their civil rights, and the ravages of bigotry and racism, is a story which most of the citizens have yet to be written as Black Americans continue to contribute to the American promise.

NOW, THEREFORE, I, Mayor John P. Raheas, on behalf of the City Council and the citizens of the City of Wayne, do hereby proclaim February 2020 as Black History Month and urge all citizens of the City of Wayne to recognize the contributions that African Americans have made in our country's history.

Signed and sealed this 4th day of February, 2020.

[Signature]

John P. Raheas
Mayor
CITY OF WAYNE
RESOLUTION # ________

RESOLUTION REGARDING THE EXPLORATION OF DISTRICT COURT CONSOLIDATION

AT A REGULAR meeting of the Wayne City Council of the City of Wayne, Michigan, held at Wayne City Hall on February 4, 2020 the following resolution was offered by ___________________________ and supported by ___________________________.

WHEREAS, the City of Wayne (the "City") desires to explore ways to provide city services in a cost-effective manner to its taxpayers; and

WHEREAS, the City Council has expressed a desire to reduce expenditures from its general fund and increase revenues in a fiscally prudent manner; and

WHEREAS, District Court consolidation with other jurisdictions has been actively explored over the past several years; and

WHEREAS, at a September 4, 2018 Council meeting, the current 29th District Court building was referred to by Judge Mack as "falling apart" and she stated regarding Court consolidation: "economically from a judicial needs standpoint it has always made sense" and "is the best thing for the citizens of Wayne"; and

WHEREAS, there will be a Judicial vacancy in the 29th District Court upon the retirement of Judge Laura Mack, effective February 29, 2020; and

WHEREAS, this Judicial vacancy may provide an opportunity for the 29th District Court to consolidate its operations with another local Court in an expeditious, cost-effective manner;

NOW THEREFORE, BE IT RESOLVED as follows:

1. That Council directs City Administration to determine, with the assistance of Plante Moran, the District Court consolidation’s fiscal impact on the City’s general fund budget and report their findings to Council and the public as soon as practicable.

2. That Council directs City Administration to engage with other local communities regarding the potential for Court consolidation as soon as practicable.

3. That Council directs City Administration to explore any potential grant-funding that would be associated with District Court consolidation.

4. That upon approval, a copy of this resolution be sent to Representative Kevin Coleman, Senator Dayna Polehanki, and Governor Gretchen Whitmer.
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WAYNE, Wayne, Michigan, by a 3/5 vote of its members elect on this 4th day of February, 2020.

AYES: ____________________________

NAYS: ____________________________

I, Tina Stanke, Clerk of the City of Wayne, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Wayne by a 3/5 vote of its members elect on February 4, 2020.

_________________________________

Tina M. Stanke, City Clerk

Dated: February ____, 2020
CITY OF WAYNE, MICHIGAN

POLICIES AND PROCEDURES OF CITY COUNCIL MEETINGS

I. AUTHORITY

1.1 These rules are adopted by resolution of the City of Wayne City Council pursuant to Section 7.6 of the City Charter. These rules are superseded by the City Charter, City Code of Ordinances and the laws of the State of Michigan.

II. MEETINGS

2.1 Regular meetings of the City Council will be held on the first and third Tuesday of each month beginning at 8:00 p.m., local prevailing time, in the Council Chambers of City Hall, 3355 South Wayne Road, Wayne, Michigan, unless special circumstances warrant otherwise.

2.2 All meetings shall be governed by and subject to all applicable provisions of the City Charter and relevant State of Michigan Statutes, including but not limited to Michigan Open Meetings Act, MCL 15.261 et seq.; MSA 4.1800(1) et seq.

2.3 The rules governing the meeting shall follow the parliamentary procedure with the guidelines established in the current edition of Robert's Rules of Order, newly revised.

2.4 Council member shall direct all requests at an open meeting to the Mayor.

2.5 All actions by the City Council shall be by resolution.

2.6 Each council member can act as an ambassador for the City but shall not act without resolution.

2.7 The voting on all ordinances and resolutions shall be taken by a "yea" "aye" or "nay" "no" vote and entered upon record, except where the vote is unanimous, it shall only be necessary to so state. Each member shall vote on all questions decided by the City Council unless excused by the unanimous consent of the other City Council members present.

2.8 If a roll-call vote is called it will be in the following order: Mayor Pro Tem, then by seniority of Council members and followed by the Mayor as the last member to vote.

2.9 Any member of Council may call a point of order during any discussion. This may only be done when there is a irregularity in procedure, irrelevance or continued repetition of a speaker, a breach of established practices or a personal attack on another City Council member, City Administration, City Staff, Presenter, or Resident. It cannot be used if a member of Council disagrees with what is being said. Once it is called, no further discussions may occur and the Mayor shall direct what will procedurally occur next.
2.10 The seating of Council members shall be determined by the Mayor.

2.11 Any item can be placed on the agenda by the request of two (2) Council members, provided it is submitted to the City Clerk 72 hours before (or the Thursday prior to) the meeting in written or emailed form.

III. PUBLIC HEARINGS

3.1 Public hearings are to be conducted in accordance with local, state and federal laws.

3.2 The public shall be permitted to address the Council concerning the subject matter of the hearing and members of Council shall not interfere or prevent the public from participating in the public hearing.

3.3 Information pertaining to the public hearings may be posted on City of Wayne website.

IV. AGENDA

4.1 The following shall be the form of the agenda for City Council to conduct the business of the city:

1. Call to Order
2. Pledge of Allegiance
3. Roll Call of Council Members with the announcement of Quorum
4. Approval of Agenda
5. Approval of Minutes
6. Presentations
7. Public Hearings
8. Requests
9. Site Plan Review
10. Bid Awards
11. Business Licenses and Permits
12. Ordinances and Amendments
13. Appointment to Boards, Commission and Committees
14. Communications and Reports
15. General Items
16. Administration Reports
17. Public Comments for matters not on the Agenda – 3 minutes
18. Items for the next Agenda
19. Consent Calendar
20. Comments from the Mayor and City Council — 3 minutes
21. Closed Sessions
22. Adjournment

V. RECORDING OF RECORDS

5.1 Minutes of the meetings will be taken by the City Clerk. The minutes shall contain the approved resolutions of the City Council. The minutes shall be open for review to the public by the Monday. Following the meeting, approved minutes shall be posted on the City of Wayne website. An abstract of the proceedings of the Council shall be published at least once with in fifteen (15) days after each meeting in the official newspaper of the City.

5.2 With the exception of Closed Sessions, all regular business meetings of the City Council may be recorded through the use of a video recording device. Such recordings will be done under the supervision of the City Clerk. The video recording will be done at meetings held in the Council Chambers to the best of the ability of staff and the functionality of the equipment. Meetings held off site are not required to be recorded.

5.3 The recordings of Council meetings will be retained by the City Clerk indefinitely.

VI. COMMITTEE ASSIGNMENTS

6.1 There shall be no standing Committees of the City Council.

6.1a An ad hoc group of the City Council with the Mayor and Mayor Pro Tem shall convene for the purpose of property disposition.

6.2 The City Council may create a Committee of three Council members for the purpose of reviewing, investigating and addressing a particular issue and making a recommendation thereon to Council.

6.3 Council members’ responsibilities are limited to policy and not the administration of a department.

6.4 The City Manager and the City Department Heads may request the presence of a Council representative at any meeting they deem necessary; however, such Council representative has no authority to act on behalf of the City unless empowered by Charter or by resolution of the City Council.
6.5 Committees are advisory only and shall report its findings and recommendations to the City Council. If a recommendation requires additional funding by the City, the Committee's report must include a recommendation as to the method of such funding.

6.6 No Committee shall have a budget or spending authority.

VII. PROPOSED COUNCIL VACANCY PROCESS

7.1 Any vacancy on the City Council shall be filled by appointment with procedures described herein, unless a different manner of filling said vacancy shall be prescribed by City Charter or any other applicable law.

7.2 Upon the occurrence of a vacancy on the Council, Council shall direct the City Clerk to publish at a minimum on the City website and in a local newspaper notice of said vacancy. The notice shall include the requirements and deadline for applying for the vacancy.

7.3 All timely applications shall be submitted to and accepted by the City Clerk with copies thereof proved to each member of the Council for his or her review.

7.4 All applicants who timely applied and meet the requirements of the position shall appear before Council for public interview. All such person shall receive written/verbal notification within three days after the application deadline.

7.5 No person shall be nominated who has not then appeared before the Council for public interview.

7.6 Voting will take place at a special or regularly scheduled Council meeting. The first nominee to receive a majority of Council votes as taken by a motion, support and roll call vote, shall fill the Council vacancy. Voting will occur on a round robin basis by a roll call vote with each member voting on the total number of candidates minus one. After each round the City Clerk shall tally the votes, the candidate with the least number of votes will be eliminated in that round. This aforementioned process will continue until two candidates remain. When two candidates remain from the round robin voting, each Council member shall vote in writing and those results shall be read led by roll call sequence by the City Clerk indicating which member cast the vote.

7.7 The successful applicant will be sworn in by the City Clerk immediately prior to the next regular meeting of the City Council.

Approved 4/18/17; revised 8/15/17; revised 11/07/17; revised 11/20/18 (VII suspended);
Revised 4/2/19
Application for Special Event Permit
(Circus, Exhibition, Revival, Public Assembly or Public Show)

Circle type of event to be held
Name, Address & Phone Number of Applicant Wayne Rotary Club
PO Box 66", Wayne, MI: 48184
Sponsoring Organization: Wayne Rotary Club
Name, Resident Address & Phone Number of Show Owner

Date(s) and time(s) of event and activities to take place: each date will be from 6pm to 11pm
7/13/20, 7/14/20, 7/15/20, 7/16/20, 7/17/20, 7/18/20, 7/19/20, 7/20/20
Proposed site: Goudy Park

Attach diagram showing location of tents, animals, truck/equipment storage, bathroom facilities, food concessions, games, rides, and parking

Date that show personnel & animals will arrive in Wayne and begin setting up: 4:00pm
Date that tents will be taken down and show personnel & animals will leave Wayne: 11:00pm
Accommodations for show personnel while in Wayne: n/a

Provide detailed information as to housing and care of animals

Insurance Provider: Rotary International
Describe plans for advertising event: Signs on Michigan Ave/Wayne Road, Facebook & Printed Media

Names and addresses of at least two personal or business references (must be submitted no later than 90 days before event):

It is understood that a permit cannot be issued without approval of City Council, inspections by City Fire, Police, Public Works & Building Departments, furnishing of requested information, satisfactory references, performance bond for site cleanup, and payment of application and inspection fees. It is further understood that the City may impose such restrictions or conditions that may continue to promote the public health, safety and welfare of the residents of Wayne as recommended by any City Department or the City Council.

Signature of Applicant

For City use:
References Checked: Council Approval: Cleanup Bond Furnished:
Weekday Inspection Fee: Weekend/Holiday Inspection Fee: