

City of Wayne
Regular City Council Meeting - #2015-01
January 6, 2015
Agenda

8:00 p.m. Call to Order
Pledge of Allegiance
Roll Call
Minutes – Regular Meeting of December 16, 2014

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

I. New Business

1. Oath of Office – Anthony Miller
2. Second Reading – Amendment 656.08 and repeal of 656.06, 656.07 and 656.09
3. Second Reading – Amend City Code of Ordinances 210.11b
4. Second Reading – Festival Commission Chapter 280.00
5. Contract with Plante & Moran
6. Lease of Parking Garage with Mark Chevrolet

II. Staff Report

III. Council Comments

IV. Adjournment

The City of Wayne will provide necessary auxiliary aids and services (such as 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 NO. 2014-36
TUESDAY, DECEMBER 16, 2014 - 8:00 P.M.
WAYNE ACTIVITY AND BANQUET CENTER (WABC)
35000 SIMS AVENUE

A regular meeting of the Wayne City Council was held on Tuesday, December 16, 2014, at 8:00 p.m. in the Wayne Activity and Banquet Center, 35000 Sims Avenue.

Mayor Hawley called the meeting to order at 8:05 p.m. and led the Council and the audience in the Pledge of Allegiance to the Flag.

Members Present: Mayor James R. Hawley, Mayor Pro Tem Lorne "Skip" Monit, Albert M. Damitio, Susan M. Rowe, John P. Rhaesa, David James

Members Absent: None

Also Present: David M. Murphy, Interim City Manager; Matthew K. Miller, City Clerk

A moment of silence was held for June Sansom, Dorothy Budd, Guy Laraway and Hilda Areeda.

12-14-0384 Motion by Damitio, seconded by Rowe and unanimously carried, it was resolved to approve the Minutes of the Regular Meeting of December 2, 2014 as revised.

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

Matthew Noel, 3272 Mildred, addressed the City Council about an ordinance violation.

Vern Amos, 34265 Stellwagen, addressed the City Council about the Ordinance Department, grant funds used by the Fire Department and the Recreation Department.

Victor Osborne, 3015 Adele, addressed the City Council about used car sales.

Nancy Pride, 35246 Currier, addressed the City Council about the move of City Hall for the repairs to the roof.

12-14-0385 Motion by Damitio, seconded by Rowe and unanimously carried, it was resolved to approve Site Plan #2014-05 H&F Auto Sales, 31827 Michigan Avenue subject to the following conditions which have been approved by the Planning Commission and shall be implemented prior to the issuance of a Site Development Permit:

1. That the applicant shall obtain the necessary permits and pay the required fees from all City Departments (Building, Engineering, Fire, & Water), Wayne County and MDOT.
2. That four sets of fully dimensioned, drawn to scale building and engineering plans that show room dimensions, use and grading shall be reviewed and approved by the Building Official, City Engineer and Fire Marshal prior to any construction.
3. That the parking lot shall be constructed and striped in conformance to Chapter 1282 Off Street Parking.
4. That the building shall comply with all DPW requirements for water and sewer to the building, including but not limited to the following:
 - a) The water service for 31827 Michigan Avenue must be retired.
 - b) A one inch water service for 31823 Michigan Avenue must be established.
 - c) Sanitary sewer service for 31823 must be relocated.
 - d) A one inch water service for the southerly, "L" shaped building, sometimes known as 31805 Michigan Avenue must be established.
5. That the building shall be made accessible and usable to people with disabilities.
6. That all traffic enforcement signs shall conform to the Michigan Manual of Uniform Traffic Control Devices and all information filed with the Police Department.
7. That the following items shall be completed:
 - a) Place bollards around existing utility pole located behind building,
 - b) Scrape off peeling paint on the east, south and west side of building and repaint,
 - c) Repair existing Catch Basin on east side of building (near overhead door),
 - d) Replace exterior bulb and light cover (3rd light west of east building wall, on roof),
 - e) Repair holes in south wall (near rear door),
 - f) Adjust existing clean-out to grade and place new cover (south of building).
8. That the landscape plan shall be approved by the City prior to the installation of plant material.
9. That all conditions at this site shall be completed before the issuance of a Certificate of Occupancy.

Sam Arkoub, property owner and Ed Alsaati, project engineer were present to represent the Site Plan and accepted the conditions.

12-14-0386 Motion by Rowe, seconded by Rhaesa the motion carried based on a roll call vote (5-1), it was resolved to approve the appointment of Anthony Wayne Miller, 4933 Harding, to fill the vacant position on the City Council until November 9, 2015.

ROLL CALL

AYES: Damitio, Rowe, Rhaesa, James, Hawley

NAYS: Monit

ABSENT: None

12-14-0387 Motion by Damitio, seconded by Rhaesa and unanimously carried, it was resolved to approve calling a Public Hearing for January 20, 2015 at 8:00 p.m. for the CDBG 2015-2016 Annual Budget.

12-14-0388 Motion by Rowe, seconded by Rhaesa and unanimously carried, it was resolved to approve the deletion of Chapter 280 - of the Codified Ordinance of Wayne - Festival Commission.

12-14-0389 Motion by Rowe, seconded by Damitio and unanimously carried, it was resolved to approve the deletion of the Plumbing Code Board of Appeals as a Board of the City of Wayne.

12-14-0390 Motion by James, seconded by Rowe and unanimously carried, it was resolved to approve the deletion of the Electrical Appeals Board as a Board of the City of Wayne.

12-14-0391 Motion by Rowe, seconded by James and unanimously carried, it was resolved to approve the deletion of the Employees Suggestion and Award Committee as a Board of the City of Wayne.

12-14-0392 Motion by Damitio, seconded by Rhaesa and unanimously carried, it was resolved to accept the 2014 Justice Assistance Grant and authorize the Police Chief to sign the Inter-Government Agreement.

12-14-0393 Motion by Rowe, seconded by Damitio and unanimously carried, it was resolved to approve the Annual Wayne County Permits.

12-14-0394 Motion by Rowe, seconded by Rhaesa and unanimously carried, it was resolved to approve the first reading of the amendment to Chapter 656.08 of the Codified Ordinance of Wayne - Assault and Battery.

12-14-0395 Motion by Rhaesa, seconded by Rowe and unanimously carried, it was resolved to approve the first reading of the repeal of Chapter 656.06, 656.07 and 656.09.

12-14-0396 Motion by Rowe, seconded by Rhaesa and unanimously carried, it was resolved to approve the first reading of the amendment to Chapter 210.11 (b) of the Codified Ordinance of Wayne - Mechanical Amusement Devices.

12-14-0397 Motion by Rhaesa, seconded by Damitio and unanimously carried, it was resolved to approve the reappointment of Bruce Foulk to the Board of Review until December 2015.

12-14-0398 Motion by Rowe, seconded by Rhaesa and unanimously carried, it was resolved to approve the reappointment of Terry Shenk to the Board of Review until December 2015.

12-14-0399 Motion by Rowe, seconded by Damitio and unanimously carried, it was resolved to approve the reappointment of Willie Coleman to the Board of Review until December 2015.

There were no staff reports.

12-14-0400 Motion by Rowe, seconded by Rhaesa and unanimously carried, it was resolved to adjourn the meeting at 9:17 p.m.

James R. Hawley
Mayor

Matthew K. Miller
City Clerk

Abstract published December 25, 2014

AGENDA NOTE

New Business: Item #1

MEETING DATE: January 6, 2015

PERSON PLACING ITEM ON AGENDA: Matthew Miller, City Clerk

AGENDA TOPIC: Oath of Office

EXPLANATION OF TOPIC: Mr. Anthony Miller was appointed to the City Council on December 16, 2014 and now needs to be sworn in.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: N/A

POSSIBLE COURSES OF ACTION: N/A

RECOMMENDATION: N/A

SUGGESTED MOTION: N/A

AGENDA NOTE

New Business: Item #2

MEETING DATE: January 6, 2015

PERSON PLACING ITEM ON AGENDA: Matthew Miller, City Clerk

AGENDA TOPIC: Second Reading Chapter 656.00 Offenses

EXPLANATION OF TOPIC: Ordinance change

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Public Notice

POSSIBLE COURSES OF ACTION: Approve

RECOMMENDATION: Approval

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the second reading of amendments to Chapter 656.08 Assault and Battery.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the second reading of amendments to repeal Chapter 656.06, 656.07 and 656.09.

01-15-0###

Motion by _____, seconded by _____ and unanimously carried the, it was resolved to approve the Second Reading and adoption of an amendment to Ordinance No. 656.00: Offenses.

**CITY OF WAYNE
PUBLIC NOTICE
ORDINANCE NO. 2015-01**

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF WAYNE
THE CITY OF WAYNE ORDAINS:

Section 1. THAT THE CODIFIED ORDINANCES OF THE CITY OF WAYNE BE AMENDED BY CHANGES TO CHAPTER 656 OFFENSES RELATING TO PERSONS AS FOLLOWS:

656.06 Repealed.

656.07 Repealed.

656.08 ASSAULT; ASSAULT AND BATTERY

(a) Assault No person shall offer to perform or willfully or intentionally perform an act that places another person in reasonable fear or apprehension of an imminent battery.

(b) Assault and Battery No person shall willfully or intentionally perform an act that places another person in reasonable fear or apprehension of an imminent battery or thereby willfully or intentionally touch another person in a harmful or offensive manner.

656.09 Repealed.

656.99 PENALTY

An individual who violates subsection 656.08 (a) or 656.08 (b) is guilty of a misdemeanor punishable by up to a \$500.00 fine and/or imprisonment for not more than 93 days.

Section 2. That this Ordinance shall be published as required by law.

Section 3. That this Ordinance shall become effective ten days after enactment and upon publication thereof.

Adopted: January 6, 2014
Published: January 15, 2015
Effective: January 16, 2015

Matthew K. Miller
City Clerk

DRAFT

AGENDA NOTE

New Business: Item #3

MEETING DATE: January 6, 2015

PERSON PLACING ITEM ON AGENDA: Matthew Miller, City Clerk

AGENDA TOPIC: Second Reading of Chapter 210.11b Uniform Fee Schedule

EXPLANATION OF TOPIC: Ordinance change

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Public Notice

POSSIBLE COURSES OF ACTION: Approve

RECOMMENDATION: Approval

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the second reading of amendments to Chapter 210.11b General Permits and Licenses.

01-15-0### Motion by _____, seconded by _____ and unanimously carried the, it was resolved to approve the Second Reading and adoption of an amendment to Ordinance No. 210.00: Uniform Fee Schedule.

**CITY OF WAYNE
PUBLIC NOTICE
ORDINANCE NO. 2015-02**

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF WAYNE
THE CITY OF WAYNE ORDAINS:

Section 1. THAT THE CODIFIED ORDINANCES OF THE CITY OF WAYNE BE AMENDED BY CHANGES TO PART TWO, ADMINISTRATION CODE; TITLE TWO, GENERAL PROVISIONS, CHAPTER 210, UNIFORM FEE SCHEDULE

210.11 GENERAL PERMITS AND LICENSES

(b)	Mechanical and electronic amusement devices, per year:	
	First device	\$150.00 \$100.00
	Each additional device	\$100.00 \$ 25.00

Section 2. That this Ordinance shall be published as required by law.

Section 3. That this Ordinance shall become effective ten days after enactment and upon publication thereof.

Adopted: January 6, 2015
Published: January 15, 2015
Effective: January 16, 2015

Matthew Miller
City Clerk

DRAFT

AGENDA NOTE

New Business: Item #4

MEETING DATE: January 6, 2015

PERSON PLACING ITEM ON AGENDA: Matthew Miller, City Clerk

AGENDA TOPIC: Second Reading Chapter 280.00 Festival Commission

EXPLANATION OF TOPIC: Ordinance change

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Proposed Public Notice

POSSIBLE COURSES OF ACTION: Approve

RECOMMENDATION: Approval

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the second reading of amendments to repeal Chapter 280.00.

01-15-0### Motion by _____, seconded by _____ and unanimously carried the, it was resolved to approve the Second Reading and adoption of an amendment to Ordinance No. 280.00: Festival Commission.

**CITY OF WAYNE
PUBLIC NOTICE
ORDINANCE NO. 2015-03**

AN ORDINANCE TO AMEND THE CODIFIED ORDINANCES OF THE CITY OF WAYNE
THE CITY OF WAYNE ORDAINS:

Section 1. THAT THE CODIFIED ORDINANCES OF THE CITY OF WAYNE BE AMENDED BY CHANGES TO CHAPTER 280 - FESTIVAL COMMISSION

The entire Chapter is repealed.

Section 2. That this Ordinance shall be published as required by law.

Section 3. That this Ordinance shall become effective ten days after enactment and upon publication thereof.

Adopted: January 6, 2015
Published: January 15, 2015
Effective: January 16, 2015

Matthew Miller
City Clerk

DRAFT

AGENDA NOTE

New Business: Item #5

MEETING DATE: January 6, 2015

PERSON PLACING ITEM ON AGENDA: David Murphy, Interim City Manager

AGENDA TOPIC: Contract with Plante & Moran

EXPLANATION OF TOPIC: I have asked Plante & Moran to provide me with a cost estimate to assist the City with accounting and financial services. They have broken that down in phases: 1) Triage, getting the accounting records caught up and implementing new accounting policies and procedures. 2) This phase is transitional between triage and maintenance, consisting of monthly budget to actual reports, bank reconciliations formalizing new policies and procedures in writing, property tax settlement, final budget amendments and formulation of the 2016 budget. 3) Final Maintenance phase will consist of assisting with the budget, tax settlement, preparation of July tax bills, preparation for audit, continuation of financial reports and other accounting tasks. This is a sampling and not inclusive of all the tasks to be performed.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Engagement letter from Plante & Moran.

POSSIBLE COURSES OF ACTION: Approve do not approve the agreement with Plante & Moran.

RECOMMENDATION: Approve the agreement with Plante & Moran as presented.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the agreement with Plante & Moran as purposed in the engagement letter.



Plante & Moran, PLLC
Suite 40C
1000 Oakbrook Drive
Ann Arbor, MI 48104
Tel: 734.665.0494
Fax: 734.665.0604
plntemoran.com

December 15, 2014

David Murphy
City of Wayne
3355 South Wayne Road
Wayne, Michigan 48184

Dear Mr. Murphy:

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

Scope of Services

We will provide temporary financial assistance at your discretion. Our work product will be in the form of preparing and reviewing financial schedules and analysis created under the direction and supervision of the City Manager. Our consulting services will be provided to assist you in connection with accounting and finance related tasks. This scope of services is consistent with the quote we provided for the City of Wayne's Financially Distressed Cities, Villages, and Township's Grant application.

Our work will be in 3 phases. The first phase, referred to as "triage", is focused on catching up the City's accounting records as they have fallen behind, and implementation of new accounting policies and procedures. **Tasks during the triage phase may include:**

- Preparation of bank reconciliations
- Providing monthly budget to actual reports to City management (once bank recs are current)
- Redesigning the City's chart of accounts which may include consolidation of extraneous funds
- Working with the City's banking representatives to update banking arrangements and practices which may result in consolidation of extraneous bank accounts
- Working with the City's IT department and software vendors in conjunction with updating the City's business practices
- Identifying and implementing other accounting and finance related process improvements
- Reconciling tax receipts and the City's tax fund
- Calculating disbursements to other taxing authorities
- Other accounting tasks as time permits

During the triage phase, our financial specialist will be onsite at City of Wayne 5 days per week with additional support provided as necessary by an additional financial specialist, the Partner, and Senior Manager. We estimate that the triage phase will last approximately 2 months.

The second phase of our work is a transitional period between triage and what we refer to as "maintenance". **During this second phase, our tasks may include:**

- Continuing to prepare bank reconciliations
- Transitioning bank reconciliation preparation to a member of the City's staff
- Continuing to provide monthly budget to actual reports to City management
- Formalizing new City policies and procedures in writing
- Assisting City through property tax settlement with Wayne County
- Providing assistance to the City Manager related to formulation of the FY 2016 budget
- Calculating final budget amendments necessary for end of FY 2015
- Other accounting tasks as time permits

During the transitional phase, our financial specialist will be onsite at City of Wayne 5 days per week with additional support provided as necessary by another financial specialist, the Partner, and Senior Manager. We anticipate this transitional phase will last approximately 2 months.

Upon entering the third and final maintenance phase, the City's accounting practices and reporting will be streamlined and more efficient. Accounting data useful to management will be available on a timely basis. The regular tasks performed during the maintenance phase will depend on the needs of the City at that time, based on the City's staffing levels. **Typically, the work performed during the maintenance phase includes:**

- Continuing assistance with the City budget
- Reconciling and closing the City's Tax Fund following receipt of the county delinquency settlements, including calculation of final disbursements for the tax year
- Preparation of tax bills for July 1, 2015 levy
- Closing the accounting records for the fiscal year
- Preparation of the audit workpapers
- Facilitation of the audit
- Filing of required year end reporting with the State of Michigan
- Continuing to provide assistance related to tax disbursements and county settlements
- Continuing to provide assistance to the City Administrator related to formulation of the next budget
- Calculating budget amendments on a regular basis
- Continuing to provide assistance related to bank reconciliations
- Continuing to provide timely financial reporting to City management
- Other accounting tasks as time permits

We estimate this level of service could be provided to the City of Wayne by our financial specialists in approximately 3 days per week with the Senior Manager and Partner available as needed. Our original quote for the City's grant application provided for 2 months of service at this level; however it could be extended at the City's discretion on a monthly basis until such time as a qualified finance director can be hired. Please note that the closing of the year-end records, the preparation of the audit workpapers, facilitation of the audit, and the year-end reporting would not be performed until the second half of calendar year 2015.

It should be noted that at no time during this engagement will we be responsible for making investment decisions, signing checks, making bank transfers, initiating ACH or wire transfers, and handling cash in any way.

Fees and Payment Terms

Consistent with the quote we provided for the City of Wayne's Financially Distressed Cities, Villages, and Township's Grant application, our monthly fees for this engagement as described above, subject to the terms and conditions of the accompanying Professional Services Agreement, are:

Phase 1 - Triage	\$	32,950
Phase 2 - Transition	\$	27,950
Phase 3 - Maintenance	\$	12,450

Any other projects or consulting services in addition to the ones noted above, including employee benefits analysis, facility analysis, creation of general fund long-term forecast, preparation of utility rate model, etc..., may be requested by City management. Fees for those additional services will be negotiated and included in a separate engagement letter.

The City of Wayne has come to a crossroads financially and significant restructuring is necessary in order for the City to continue providing the services its citizenry has come to expect. If the City is not awarded the Financially Distressed Cities, Villages, and Township's Grant, we believe the same services as outlined above are necessary for the City of Wayne's future; however, we understand that this level of restructuring comes with a significant cost.

In the event that the City's grant application is denied, and the City wishes to postpone the restructuring as outlined above, the City is still in need of temporary financial and accounting assistance while the City's finance director position is vacant. For the same monthly fee as the "Maintenance" phase above, \$12,450 per month, Plante Moran could provide a financial specialist for 3 days per week along with support as necessary from a Senior Manager. Additional financial specialist days over and above the 3 days per week may be added as necessary at the discretion of City management for \$850 per day.

Whichever scope of services the City selects, it may be tailored up or down with written notification from City management.

Effective January 1, 2016 and annually thereafter, monthly and daily rates will increase 2.5%.

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

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

David Murphy
City of Wayne

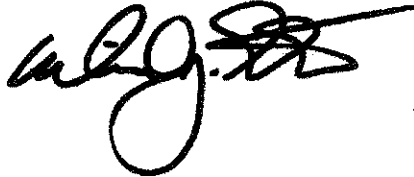
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December 15, 2014

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC



Michael J. Swartz

Agreed and Accepted

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

City of Wayne

David Murphy

Date

City Manager

Please circle the scope of service option desired by the City of Wayne:

- 1. Financial restructuring as defined above and included in Grant application**
- 2. Temporary accounting assistance – 3 days per week**

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

This Professional Services Agreement is part of the engagement letter for our temporary finance assistance services dated December 15, 2014 between Plante & Moran, PLLC (referred to herein as "PM") and City of Wayne (referred to herein as "Wayne").

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

The project activities PM will perform will not constitute an examination or audit of any Wayne financial statements or any other items, including Wayne's internal controls. If Wayne requires financial statements or other financial information for third-party use, or if Wayne requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, Wayne agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Wayne. In addition, PM's engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform Wayne of any such matters that come to its attention.

4. **Project Deliverables** – At the conclusion of PM's project activities and periodically as the project progresses, PM will review the results of the project work with Wayne and provide Wayne with any observations related to PM's services that PM believes warrant Wayne's attention. PM also will provide Wayne with copies of analyses, tax filings, or other materials that PM may develop in the course of this engagement upon Wayne's request. PM will not issue a written report as a result of this engagement and Wayne agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for Wayne's purposes.
5. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Wayne, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Wayne, and PM will not use such information for any purpose other than our consulting engagement or disclose such information to any other person or entity without the prior written consent of Wayne.

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

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

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

Both Wayne and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in

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

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

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

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

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

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

of any conflicts of interest during the course of the engagement, PM will immediately disclose that fact to Wayne upon discovery.

12. **Agreement Not to Influence** – Wayne and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Wayne agrees that PM employees are not "contract for hire." PM may release Wayne from these restrictions if Wayne agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
13. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

End of Professional Services Agreement –Temporary Finance Assistance Services

AGENDA NOTE

New Business: Item #6

MEETING DATE: January 6, 2015

PERSON PLACING ITEM ON AGENDA: David Murphy, Interim City Manager

AGENDA TOPIC: Agreement with Mark Chevrolet

EXPLANATION OF TOPIC: Mark Chevrolet has request to use up to 100 parking spaces in the City Parking deck for up to three months. The City Attorney has drafted an agreement which needs Council approval.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS: Agreement will be forth coming.

POSSIBLE COURSES OF ACTION: Approve/do not approve the agreement with Mark Chevrolet.

RECOMMENDATION: Approve the agreement with Mark Chevrolet as presented.

SUGGESTED MOTION: Motion by _____, supported by _____ to approve the agreement with Mark Chevrolet as presented.

December 18, 2014

City of Wayne
Mr. Mathew Miller, City Clerk
3355 S. Wayne Rd.
Wayne, Michigan 48184

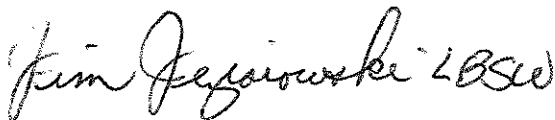
Dear Mr. Miller:

I just wanted to take this opportunity to thank you, Mayor Hawley and the Wayne City Council for the time you took to interview me for the council vacancy. It was an honor for me to be considered for the position. You are a good group of people who have made a wise decision to select Tony Miller. After speaking with him in the back room, I felt strongly that he is a person of good moral character, a person with sound ideas on how to keep Wayne moving forward.

My wife and I sincerely wish you and the entire city council along with Mayor Hawley a most Blessed Christmas with your families and that 2015 will be even better than 2014.

God Bless all of you and thank you for keeping my name available for other ways that I could be of service to the city of Wayne.

Sincerely,



Jim Jeziorowski, LBSW
37043 Thinbark St.
Wayne, Michigan 48184-1185
734-721-2643
Augieboy6@gmail.com

CITY OF WAYNE
CITY CLERK'S OFFICE

14 DEC 18 PM 1:43

Wayne Housing Commission
Minutes
November 12, 2014

On Wednesday, November 12, 2014 a regular meeting of the Wayne Housing Commission was held in the Housing Commission Conference Room at 4001 S. Wayne Rd., Wayne, Michigan 48184.

MEMBERS PRESENT: Nelson Willis, President; Terry Shenk, Vice President; Rupert Hillyard, Commissioner; Edward McMurray, Commissioner

MEMBERS ABSENT: Debbie Sparks, Commissioner, Excused

ALSO PRESENT: Katherine Lindsay, Executive Director; Michele Campbell, Program Administrator

The meeting was called to order at 6:00 P.M. by President Willis.

The minutes of the October 8, 2014 regular meeting were approved based on a motion by Commissioner Hillyard, supported by Commissioner McMurray and unanimously carried.

1. Discussion was held regarding the October 2014 Expense Report. Moved by Commissioner Shenk, seconded by Commissioner McMurray, and unanimously carried to approve the October 2014 expenses.
2. Discussion was held regarding the October 2014 deposits.
3. The Board was informed on the uncollected rents.
4. The Board was updated on the repayment agreements with the residents.
5. Discussion was held regarding the delinquent accounts of residents that have moved out.
6. The Board was apprised that the Wayne Housing Commission has two vacant units. One vacant 1-bedroom family unit and one vacant 1-bedroom senior unit. A tenant is in the process of transferring from a 3-bedroom unit into a 4-bedroom unit. A move in is scheduled for the vacant 1-bedroom family unit on November 14, 2014. Applicants are being processed for the vacant senior unit.
7. The Board was informed that during the month of October, 47 work orders were performed along with ground maintenance and unit turnovers. As of November 12, 2014, two incomplete work orders were outstanding.
8. The Board was updated that the Capital Fund Furnace Replacement Project is under way. The one bedroom family units have been completed.
9. The Board was notified that as a result of the furnace replacement Consumers Energy will be issued a rebate of \$1000.00 per furnace and Detroit Edison will be issuing a \$700.00 per unit rebate for the blower motors in the new furnaces. The Housing Commission has partnered with Consumers Energy Helping Neighbors Program. The program installs high-efficiency kitchen and bathroom aerators, showerheads, and water pipe installation free of charge.
10. The MHDA UPPO Joint Fall Conference and expense report was discussed.
11. The Board was informed that the budget has been sent to the accountant. It will be voted on at the next meeting.
12. Discussion was held regarding the Director Evaluation to be performed next month.

13. Commissioner McMurray recognized that November 20, 2014 will be the 50th anniversary of the Housing Commission's Date of Full Availability. Director Lindsay will notify City Council of the anniversary.
14. Moved by Vice President Shenk to adjourn the meeting at 6:36 P.M.

Nelson Willis/President
Terry Shenk/Vice President


Katherine Lindsay
Executive Director