

CITY OF WAYNE
CITY COUNCIL
REGULAR MEETING NO. 2009-23 - JULY 21, 2009
WAYNE CITY HALL
3355 SOUTH WAYNE ROAD
8:00 P.M.

A regular meeting of the Wayne City Council was held on Tuesday, July 21, 2009, at 8:00 p.m. in the Council Chamber of Wayne City Hall, 3355 South Wayne Road.

Mayor Haidous 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 Abdul Haidous, Mayor Pro Tem Donna M. McEachern, Thomas H. Kelly, Albert M. Damitio, Pamela Dobrowolski, Susan M. Rowe, Mathew P. Mulholland

Members Absent: None

Also Present: Richard S. Clark, City Attorney; John J. Zech, City Manager; Mary E. Carney, City Clerk

07-09-0357 Motion by McEachern, seconded by Rowe and unanimously carried, it was resolved to approve the minutes of the Regular Meeting of July 7, 2009, as printed.

07-09-0358 Motion by McEachern, seconded by Dobrowolski and unanimously carried, it was resolved to approve the request from The Senior Alliance (TSA) for a resolution in support of the Multi-Year Plan (MYP) for the FY '10-'12, as follows:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAYNE AFFIRMING
APPROVAL OF THE SENIOR ALLIANCE MULTI-YEAR PLAN FOR
AGING SERVICES

WHEREAS, the City Council of the City of Wayne, Wayne County, Michigan, recognizes the role of The Senior Alliance as the designated Area Agency on Aging for Southern and Western Wayne County to be responsible for planning, developing, coordinating, monitoring, and managing a comprehensive organized service delivery system of services for older adults and caregivers; and

WHEREAS, the 34 communities of Southern and Western Wayne County, including the City of Wayne, comprises the Planning and Service Area and the Agency's governing body; and

WHEREAS, the Office of Services to the Aging require local Area Agencies on Aging to request approvals of their Multi-Year Plan from their local governments; and
WHEREAS, The Senior Alliance has submitted such a plan to this honorable body in accordance to the federal and state laws; and

WHEREAS, The Senior Alliance has held public hearings, public input sessions, and a Key-Informant Survey was distributed to the client, caregiver, and service provider population for feedback which contributed to the development of the Multi-Year Plan for Fiscal year 2010-2012;

NOW, THEREFORE, BE IT RESOLVED, that this honorable body of the City of Wayne approves the Multi-Year Plan for Fiscal Year 2010-2012, as presented to the City.

07-09-0359 Motion by Dobrowolski, seconded by Rowe and unanimously carried, it was resolved to approve the request from Oakwood Annapolis Hospital to hold the 19th Annual Red October Run on Saturday, October 3, 2009 and enter into a Hold Harmless Agreement with Oakwood Annapolis Hospital.

07-09-0360 Motion by Dobrowolski, seconded by Rowe and unanimously carried, it was resolved to approve a resolution to Wayne County requesting the closure of the east side of Howe Road, between Forest Avenue and Glover Street and the southbound curb lane on Venoy Road, between Forest and Annapolis Avenues, from 8:00 a.m. to 12:30 p.m. for the 19th Annual Red October Run on Saturday, October 3, 2009.

07-09-0361 Motion by McEachern, seconded by Rowe and unanimously carried, it was resolved to approve the request from New Beginnings Church to waive the Zoning Board of Appeals (ZBA) application fee to have outdoor sales.

07-09-0362 Motion by Damitio, seconded by Rowe and unanimously carried, it was resolved to approve Site Plan #2009-12, Greater Than Dreams Church, 35118 Michigan Avenue West, subject to the following conditions:

1. That the applicant shall obtain the necessary permits and pay the required fees from all City Departments (Building, Engineering, Fire, Water).
2. That four sets of fully dimensioned, drawn to scale building and engineering plans that show room dimensions and use shall be reviewed and approved prior to any construction.
3. That a Certificate of Occupancy inspection shall be completed by the Building Official and Fire Marshal.
4. That the building shall be made accessible and usable to people with disabilities.
5. That the sprinkler system and fire alarm shall be inspected, brought to code and tested.
6. That the Police Department information shall be submitted (bus. registration).
7. That all deferred general maintenance items shall be repaired:
 - a. The eastern edge of the facade repaired.
 - b. Paint the overhang on the north side.

8. That the basement and second floor shall not be used until they are safe for occupancy.
9. That the applicant shall contact Hydro Design to register with the Cross Connection/Back Flow Prevention Program.
10. That the signs shall be reviewed and approved by Community Development prior to the issuance of a permit.
11. That all conditions at this site shall be completed before the issuance of a Certificate of Occupancy.

Scott Sherman, architect, and Pastor Larry Mack, representatives for the project, accepted the conditions without exception.

07-09-0363 Motion by McEachern, seconded by Damitio and unanimously carried, it was resolved to adopt Ordinance 2009-13, an ordinance to amend the codified ordinances of the City of Wayne, as follows:

ORDINANCE NO. 2009-13

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 ADDITIONS OR AMENDMENTS TO PART TEN, STREETS, UTILITIES AND PUBLIC SERVICES, CHAPTER 1040, WATER AND SEWERS.

1040.25

(D) Water Taps. Maintenance repair and/or clearing of a private water service line from the building to the City main, including the service line connection at the City main shall be the sole responsibility of the property owner. The City shall not be responsible for the maintenance repair and/or cleaning of any private water service line regardless of front or rear yard location.

In the event the City is required to repair or maintain a City main in the public easement, and the above-ground right of way is obstructed, the obstruction(s) shall be removed by the property owner with all cost being borne by the property owner. Failure to pay the costs shall result in said costs being collected by special assessments.

(E) Sewer Tap. Maintenance repair and/or cleaning of a private sewer service line from the building to the City main, including the service line connection at the City main shall be the sole responsibility of the property owner. The City shall not be responsible for the maintenance repair and/or cleaning of any private sewer service line regardless of front or rear yard location.

viii. In the event the City is required to repair or maintain a City main in the public easement, and the above-ground right of way is obstructed, the obstruction(s) shall be removed by the property owner with all cost being borne by the property owner. Failure to pay the costs shall result in said costs being collected by special assessment.

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.

Upon the request of Mayor Haidous for comments from persons in the audience on matters not covered by the Council Agenda, the following were expressed:

Keith Butkovich, 4424 Second Street, inquired as to when the monthly budget review would begin. Administration informed him that the first report will be available sometime in the month of August as the accounts need to be reconciled by the Finance Department.

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

- a. Memo from the Finance Director and a thank you note regarding Water Billing Clerk, Wendy Snook_____

- b. Flyer from the Library Director concerning the dedication of the new Motawi Tile Mural, which will be held on Wednesday, August 5, 2009, at 7:00 p.m.

- c. Memo from the Interim Director of the Parks & Recreation Department regarding upcoming Summer Theater Programs
- d. Memo from the Interim Director of the Parks & Recreation Department concerning upcoming Senior Activity Center Programs
- e. Memo from the Interim Director of the Parks & Recreation Department regarding the 2009 Summer Daycamp
- f. Memo from the Interim Director of the Parks & Recreation Department concerning \$.99 movies at the State Wayne Theater during the Sidewalk Sales, which will be held July 23-25, 2009
- g. Memo from the Interim Director of the Parks & Recreation Department regarding the Dance, Gymnastics, Cheerleading and Baton Program
- h. Memo from the Interim Director of the Parks & Recreation Department concerning upcoming Health & Wellness Programs
- i. Memo from the Police Chief regarding the Citizens Police Academy which will begin on Monday, September 14, 2009

j. Letter from Raymond E. Basham, State Senator, concerning revenue sharing

07-09-0364 Motion by McEachern, seconded by Dobrowolski and unanimously carried, it was resolved to approve Weed List No. 2009-6, as follows:

55-002-03-0099-301	55-003-09-0027-003	55-024-99-0019-000
55-024-99-0016-000	55-022-06-0048-000	55-024-02-0001-000
55-016-01-0242-000	55-005-99-0021-000	55-010-01-0467-301
55-012-99-0003-000	55-021-02-0689-000	55-021-02-0726-000
55-019-02-0508-000		

07-09-0365 Motion by Rowe, seconded by McEachern and unanimously carried, it was resolved to approve declaring 32628 Annapolis Avenue a Hazard/Nuisance, on an emergency basis, and assess the charges to the owner of record.

07-09-0366 Motion by Dobrowolski, seconded by Rowe and unanimously carried, it was resolved to approve declaring 4494 First Street a Hazard/Nuisance, on an emergency basis, and assess the charges to the owner of record.

07-09-0367 Motion by Rowe, seconded by Mulholland and unanimously carried, it was resolved to approve the 5th year of a possible 5 year contract with Cintas, in the amount of \$11,940.76, to provide uniforms for employees, to be paid from the Public Works Department, Parks & Recreation Department & the Police Department Budgets.

07-09-0368 Motion by McEachern, seconded by Dobrowolski and unanimously carried, it was resolved to approve entering into a contract with the Wayne Youth Hockey Association for the 2009-2010 Hockey Season.

07-09-0369 Motion by Rowe, seconded by Damitio and unanimously carried, it was resolved to approve a Professional Services Agreement with Snider Electric, LLC, for an amount not to exceed \$22,858.37, for emergency electrical repairs to the Goudy Park Amphitheater, to be paid from the Risk Management Budget.

07-09-0370 Motion by Damitio, seconded by Rowe and unanimously carried, the following resolution was adopted:

RESOLUTION

BE IT RESOLVED, that Section 7.11 of the City of Wayne City Charter shall be amended to read as:

The approved minutes of the City Council meetings shall be placed on the City's website for one year and posted in the Office of the City Clerk for two weeks, and then stored in the Clerk's office in perpetuity.

BE IT RESOLVED, that the ballot question shall read as follows:

PROPOSAL 1
AMENDMENT TO SECTION 7.11 OF
THE CITY OF WAYNE CHARTER?

It is proposed that Section 7.11 be amended to delete the requirement for newspaper publication of the minutes (transcripts of proceedings) of City Council meetings, and to require instead publication, including city ordinances adopted at a City Council meeting, on the city's website and by posting in the office of the City Clerk.

Shall the amendment as proposed be adopted?

07-09-0371 Motion by McEachern, seconded by Mulholland and unanimously carried, the following resolution was adopted:

RESOLUTION

BE IT RESOLVED that Section 9.9 of the City of Wayne City Charter shall be amended to read as:

An independent audit shall be made of all accounts of the City government at least annually and more frequently if deemed necessary by the Council. Such audit shall be made by qualified certified public accountants experienced in municipal accounting. The audit shall be made available to the public by placing it on the City's website for one year and posting in the Office of the City Clerk for two months. An annual report of the City business shall be made available to the public by the City Manager in such form as will disclose pertinent facts concerning the activities and finances of the City government.

BE IT RESOLVED, that the ballot question shall read as follows:

PROPOSAL 2
AMENDMENT TO SECTION 9.9 OF
THE CITY OF WAYNE CHARTER?

It is proposed that Section 9.9 be amended to delete the requirement for newspaper publication of the City's financial audits, and to require instead their publication on the city's website and by posting in the office of the City Clerk.

Shall the amendment as proposed be adopted?

07-09-0372 Motion by McEachern, seconded by Dobrowolski and unanimously carried, it was resolved to approve rescinding the sale of 4270 Adams Circle to Renee M. Love.

07-09-0373 Motion by Damitio, seconded by McEachern and unanimously carried, it was resolved to approve a payment of \$3,821.60 as the City's match for a grant for video conferencing equipment for the Fire Department, to be paid from the Fire Department Material & Supplies Budget.

07-09-0374 Motion by Dobrowolski, seconded by Rowe and unanimously carried, it was resolved to approve a resolution to Wayne County requesting the closure of Wayne Road from Glenwood Road to Sims Avenue on Saturday, August 29, 2009, from 11:00 a.m. to 1:00 p.m. for the 2009 Wheelfest Parade.

07-09-0375 Motion by McEachern, seconded by Damitio and unanimously carried, it was resolved to approve the purchase of 10 tax delinquent properties from Wayne County for \$95,138.76, to be paid from the Capital Projects Fund.

07-09-0376 Motion by Rowe, seconded by Dobrowolski and unanimously carried, it was resolved to approve entering into an Intergovernmental Agreement with Wayne County for a 2009 Justice Assistance Grant (JAG) in the amount of \$55,568.00 (no local match is required) for the purchase three patrol cars, as follows:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF WAYNE AND
THE COUNTY OF WAYNE

THIS AGREEMENT is between the City of Wayne (the Municipality and the County of Wayne, Michigan, a body corporate and Charter County, acting through the Office of the Wayne County Sheriff (The County)).

1. PURPOSE

1.01 The U.S. Department of Justice, Bureau of Justice Services has designated 27 units of local government in Wayne County, as Disparate Jurisdictions and therefore, these communities are eligible to receive a grant under the 20 Justice Assistance Grant (JAG) program.

1.02 The 2009 Justice Assistance Grant (JAG) solicitation notice outlined the process for application, approval and acceptance of federal funds under the JAG program. Jurisdictions certified as disparate must submit a joint application for the aggregate of funds allocated to them, specifying the amount of the funds that are to be distributed to each of the units of local government and the purposes for which the funds will be used.

1.03 The parties to this agreement authorized and designate the Wayne County Department of Homeland Security as the applicant for the 2009 JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne County Department of Homeland Security to serve as the grant administrator for the program.

1.04 According to the rules and procedures of the JAG award, the Municipality has designated the Wayne County Department of Homeland Security as the applicant for the 2009 JAG funds. The Wayne County Sheriff's Office has been designated by the Wayne

County Department of Homeland Security to serve as the grant administrator for the program. As administrator to the program the Wayne County Sheriff's Office will be responsible for monitoring the award; submitting reports including performance measure and program assessment date; and providing ongoing assistance to the sub recipient to the funds.

1.05 The Municipality through its police agency has accepted participation in the 2009 Justice Assistance Grant (JAG) program.

2. ENGAGEMENT OF MUNICIPALITY

2.01 The County engages the Municipality and the Municipality agrees to faithfully and diligently purchase JAG eligible equipment for the use in local law enforcement in accordance with the terms and conditions contained in this Agreement and consistent with the standard of practice in the community.

3. SCOPE OF SERVICE

3.01 The Municipality must make the purchases described in Appendix A in the satisfactory manner, as determined within the discretion of the County.

3.02 The Municipality agrees to accept the 2009 JAG grant and expend the grant according to all rules, regulations, procedures and laws as established by the U.S. Department of Justice, Bureau of Justice Services. The Municipality must establish a trust fund to deposit its share of JAG funds.

3.03 Eligible area of expenditure are as follows: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community correction programs; drug treatment programs; planning, evaluation, technology improvement programs and crime victim and witness programs (other than compensation).

3.04 Prohibited uses of grant funds are: directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety; vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters); luxury items*; real estate*; construction projects, other than penal or correctional institutions*. Funds may be expended in areas marked with an asterisk (*) based on extraordinary or exigent circumstances, and, with pre-approval by BJA and written authorization from the County.

3.05 The Municipality shall expend its grant as described in Appendix A. The Municipality may amend the purpose area of the grant provided it has received pre-authorization from the Wayne County Sheriff Office and approval of the Bureau of Justice Assistance.

3.06 The Municipality shall provide all fiscal and programmatic reports and documentation including performance measures and program assessment data as established by the Wayne County Sheriff's Office to meet its obligation under the JAG grant.

3.07 The Municipality's legislative body must approve a resolution adopting the terms and conditions of this Agreement prior to this agreement taking effect and shall become a part hereof.

3.08 If there is any dispute between the parties regarding the extent and character of the services to be performed, the interpretation and determination of the County governs.

3.09 The services include all conferences and consultation deemed necessary by the County to properly and fully perform the services.

3.10 All services are subject to review and approval of the County for completeness and fulfillment of the requirements of this Agreement. Neither the County's review, approval, or payment for any of the services shall be construed to operate as a waiver of any rights under the Agreement, and the Municipality shall be and remain liable according to applicable law for all damages to the County caused by the Municipality's negligent performance or nonperformance of any of the Services furnished under this Agreement.

4. TERM OF AGREEMENT

4.01 This Agreement begins upon approval by the Wayne County Commission, execution by the County Executive and approval of Bureau fo Justice Services, and ends September 30, 2013. The Municipality must expediently perform the services to achieve the objectives of this Agreement.

5. ADMINISTRATION

5.01 The Municipality must inform the County as soon as the following types of conditions become known:

A. Probable delays or adverse conditions, which do or may materially, prevent the meeting of the objectives of the Agreement. The Municipality must accompany this disclosure with a statement of any remedial action taken or contemplated by it; and

5.02 The Municipality mut regularly inform the County of its activities in connection with its duties and must keep the County informed of the status of any program. The Municipality is not required to perform in a manner materially in conflict with requirements imposed by any applicable law, including any statute, county charter, ordinance, resolution or executive order.

5.03 The Municipality shall have no authority in the name of the County to borrow money, commence or defend litigation, spend money or enter into contracts except as otherwise provided in this Agreement.

6. COMPENSATION

6.01 The County shall pay the Municipality according to the budget in Appendix A, attached. The Municipality must secure prior County approval for any deviations from

the budget. The budget includes all remuneration to which the Municipality may be entitled. Maximum compensation shall not exceed \$55,568.

6.02 The Municipality must, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or other wise, or in any internal County preparatory meeting for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement.

6.03 Accrued interest resulting from prior or current Justice Assistance grant (JAG) Program awards shall be distributed to the participating municipality based upon an equitable sharing distribution in relation to the participant's prior award for that particular year as determined by the JAG Board. The compensation for accrued interest on the 2005 and 2006 JAG awards shall not exceed \$1,018.

7. METHOD OF PAYMENT

7.01 The County will pay the Municipality after the County receives an invoice for payment. The invoice must certify the total cost of the equipment procured to the project to date for that billing period, and must describe the purchases made. The Municipality must sign the invoice and send it to the County to the attention of the individual specified in the Notice provisions, Article 13. This section is limited by the provisions of Article 6 with regard to the amounts payable for performance.

7.02 The Municipality must submit as part of the invoice, a progress report indicating the Municipality's activities and being signed by an authorized officer of the Municipality.

8. RECORDS - ACCESS

8.01 The Municipality must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement. The Municipality must keep the records according to generally accepted accounting practices and for a minimum of 3 years after the Agreement's termination and completion.

8.02 The County has the right to examine and audit all books, records, documents and other supporting data as the County deems necessary of the Municipality, or any subcontractors, or agents rendering services under this Agreement, whether direct or indirect, which will permit adequate evaluation of the services Rowe the cost or pricing data submitted by the Municipality. The Municipality must include a similar covenant allowing for County audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the County. The County may delay payment to the Municipality pending the results of any such audit without penalty or interest.

8.03 The Municipality agrees that representatives of the County are entitled to make periodic inspections to ascertain that the Municipality is properly performing the services. The inspections may be made at any time during normal business hours of the Municipality. If, in the course of the inspections, the representatives of the County should note any deficiencies in the performance of the services of the Municipality, or any other

mutually agreed upon performance deficiencies, the alleged deficiencies must be reported promptly to the Municipality, in writing. The Municipality agrees to promptly remedy and correct any reported deficiencies within 24 hours of notification by the County.

8.04 If, as a result of any audit conducted by or for a County or Federal agency relating to the Municipality's performance under this Agreement, a discrepancy should arise as to the amount of compensation due the Municipality, the County may retain the amount of compensation in question from any funds allocated to the Municipality but not yet disbursed under the Agreement. Should a deficiency still exist, the County may offset such a deficiency against the compensation to be paid the Municipality in any successive or future Contracts between the parties.

9. RELATIONSHIP OF PARTIES

9.01 The Municipality agrees that the County is acting fiduciary with regard to the instant agreement and that it, the Municipality, must procure the agreed upon equipment as stated in this agreement. The Municipality further understands that it is obligated as is the County to fulfill the terms of this agreement in consideration and for the purpose of receiving the subject grant.

10. INSURANCE

10.01 Each party, at its expense, must maintain during the term of this Agreement the following insurance or self-insurance:

A. Professional liability insurance with minimum limits of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

B. Workers' Compensation Insurance, which meets Michigan statutory requirements.

C. Comprehensive General Liability Insurance with minimum limits of bodily injury of \$500,000 per occurrence and \$1 Million Dollars aggregate and with minimum limits for property damage of \$500,000 each occurrence and \$1 Million Dollars aggregate.

D. Comprehensive Automobile Liability (including hired and non-owned vehicles) with minimum limits for bodily injury of \$1 Million Dollars per occurrence and with minimum limits for property damage of \$500,000 per occurrence.

11. LIABILITY

11.01 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the Municipality under this Agreement are the responsibility of the Municipality, and not the responsibility of the County, if the liability loss, or damage is caused by, or arises out of; the actions or failure to act on the part of the Municipality, any of its departments, or anyone directly or indirectly employed by the Municipality. The article is not a waiver of any governmental immunity the Municipality or its agents or employees have under Michigan law.

11.02 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of the County under this Agreement are the responsibility of the County, and not the responsibility of the Municipality if the liability loss, or damage is caused by, or arises out of; the actions or failure to act on the part of the County, any of its departments, or anyone directly or indirectly employed by the Municipality. The section is not to be construed as a waiver of any governmental immunity the County, its agencies, or employees, is provided by statute or modified court decisions.

11.03 If liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, the liability, loss, damage must be borne by the parties in relation to each party's responsibilities under these joint activities. This section is not to be construed as a waiver of any governmental immunity by the parties, their agents or their employees. Each party has a duty to mitigate its damages.

11.04 For purposes of these provisions, the term "County" includes County of Wayne and all other associated, affiliated, or subsidiary departments or division now existing or to be created, their agents and employees.

12. TERMINATION

12.01 If the Municipality violates a condition or conditions of the JAG grant, the County may terminate this Agreement without incurring any further liability, other than as indicated in the Article by giving written notice to the Municipality of the termination. The notice must specify the effective date, at least 14 days prior to the effective date of the termination, and the Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Municipality for the equipment procured prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the equipment procured, and other means which, in the judgment of the County represents a fair value of the equipment, less the amount of any previous payments made. The final payment constitutes full payment. The parties agree that no payments under this section will exceed the amount payable under Article 6.

12.02 After receipt of a Notice of Termination each party shall assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

13. NOTICES

13.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to the Municipality:

John Williams
Chief of Police, Wayne Police Department
33701 E. Michigan Ave.
Wayne, MI 48184

If to the County:

Robert A. Ficano
600 Randolph 3rd Floor
Detroit, MI 48226

13.02 All Notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. An authorized representative must sign any notice given by a party. Termination notices, change of address notices, and other notices of a legal nature are an exception and must be sent by registered or certified mail, postage prepaid return receipt requested.

14. LAW AND JURISDICTION

14.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Service of process at the address and in the manner specified in this Agreement will be sufficient for notice. Neither party will commence any action against the other because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court of the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals. Both parties agree not to commence any action or suit relation to the Agreement more than 3 years after date of termination and to waive any statute of limitation to the contrary.

15. NON-DISCRIMINATION PRACTICES

15.01 Each party must comply with:

- A. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§ 2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
- B. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
- C. Section 501 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
- D. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.

- E. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Persons With Disabilities Civil Rights Act (P.A. 1976 No. 220).
- F. The anti-discrimination provisions as required by section 120-194 of the Wayne County Code.

16. MISCELLANEOUS

16.01 The Municipality covenants that it is not, and will not become, in arrears to the County upon any contract, debt, or any other obligation to the County, including real property and personal property taxes.

16.02 Articles 10, 11, and 14 survive termination of the Agreement.

16.03 All the provisions of this Agreement are “covenants” and “conditions” as though the words specifically expressing or imparting covenants and conditions are used in each provision.

16.04 Neither party is responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the County’s reasonable determination is controlling.

16.05 Unless the context otherwise requires, the words, “herein”, “hereof” and “hereunder”, and other words of similar import, refer to this Agreement as a whole and not to any particular article, section, or other subdivision.

16.06 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope of intent of this Agreement or in any way affect the Agreement.

16.07 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

16.08 Neither party may assign this Agreement, nor any part, or subcontract any of the work or services to be performed without the other party’s prior written approval. If there is consent to an assignment or subcontract, the assigning party must require the assignee or subcontractor to comply with the provisions of this Agreement.

16.09 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

16.10 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties.

16.11 No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this

Agreement remains effective with respect to any other then existing or subsequent breach.

16.12 If any provision of this Agreement or the application to any person or circumstance is , to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

16.13 This document, including the Appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

16.14 The Municipality and the County expressly acknowledge their mutual understanding and agreement that there are and shall be no third party beneficiaries to this Agreement and that this Agreement shall not be construed to benefit any persons other than the Municipality or the County.

17. AUTHORIZATIONS AND CAPABILITY

17.01 Each party warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind its principal to this Agreement.

18. SIGNATURE

18.01 The County and the Municipality, by their authorized officers and representatives have executed this Agreement.

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

Councilwoman Dobrowolski stated that since the budget has been approved there are many new faces taking on different jobs and she commended everyone for keeping the same level of services and commitment as in the past.

Councilman Damitio encouraged everyone to shop in Wayne during the Sidewalk Sales.

Mayor Pro Tem McEachern also encouraged everyone to shop in Wayne during the Sidewalk Sales as there are many bargains to be found.

Mayor Pro Tem McEachern also stated that she likes to promote local businesses and that when they recently needed work on their air conditioner, they contacted Leon Fenn at Wayne Heating and Cooling and he did an excellent job.

Mayor Pro Tem McEachern also encouraged everyone to nominate a neighbor or themselves for a Beautification Award.

Councilman Mulholland stated that he had been contacted by neighbors near the Boundless Playground concerned about vehicles speeding on the streets. Chief Williams informed him they will look into the issue.

Councilman Mulholland also stated that he had been contacted by many of his neighbors regarding a skunk problem they are having and what options they have regarding the animals. Chief Williams informed him that presently we are not able to capture varmints, but the residents need to contact a private company by the name of Varmint Patrol. He further stated that the City will have a part-time Animal Control person in August.

Councilman Mulholland also encouraged residents with children to look into the many programs sponsored by the Parks and Recreation Department this summer.

Councilman Mulholland also stated that the annual Sidewalk Sales are some of the great times in the City.

Councilwoman Rowe stated that it has been almost 10 days since the Michigan Avenue Cruise and she wanted to thank Don Nicholson for sponsoring the event. She further stated that in her opinion the event is drawing more participants each year, making it a win-win situation. She further stated that she would like to know the cost that the City incurred for the event. She stated that with the budget cuts she wanted to thank the employees that worked to make the event a success.

Councilwoman Rowe also asked Chief Williams to thank the officers that were on duty Sunday night and Monday morning who helped with a situation at one of their rental properties.

Mayor Haidous asked the residents of Wayne to contact him with any concerns regarding the change in staffing in the City. He stated that everyone is trying to maintain the level of services with staffing reductions.

Mayor Haidous also stated that the Sidewalk Sales are very enjoyable and that the Farmer's Market is doing well.

07-09-0377 Motion by Rowe, seconded by Mulholland and unanimously carried, it was resolved to accept the Consent Calendar without exception as follows:

- a. Library Board Minutes of June 10
- b. Housing Commission Minutes of June 10
- c. Planning Commission Minutes July 14

07-09-0378 Motion by Kelly, seconded by Rowe and unanimously carried, it was resolved to adjourn the meeting at 9:21 p.m.

Mary E. Carney
City Clerk