

**CITY OF LINCOLN PARK, MICHIGAN
CERTIFIED COPY OF RESOLUTION #2017-22**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF LINCOLN PARK,
WAYNE COUNTY, MICHIGAN, HELD IN THE JOHN A. ALOISI COUNCIL CHAMBERS, OF
THE MUNICIPAL BUILDING.

UNDER THE DATE OF: January 17, 2017

MOVED BY: Council President Murphy

SUPPORTED BY: Councilman Kelsey

RESOLVED, that the Mayor and City Council meet on Tuesday, February 21 at 7:00 PM in the John A. Aloisi Council Chambers, 1355 Southfield Road, to discuss goals & objectives to be accomplished within the current term of office.

Motion unanimously carried.

ABSENT: Councilman Higgins

I, DONNA BREEDING, duly authorized City Clerk of Lincoln Park; do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Mayor and Council on January 17, 2017, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.

Donna Breeding

Donna Breeding, CMC
City Clerk

Study Session 7:00 p.m. re: Goals

**AGENDA
TUESDAY, FEBRUARY 21, 2017
REGULAR COUNCIL MEETING
JOHN A. ALOISI COUNCIL CHAMBERS**

CITY COUNCIL MEETING – 7:30 P.M.

- I. **Meeting called to order**
- II. **Pledge of allegiance**
- III. **Invocation**
- IV. **Roll call**
- V. **Mayor's remarks**

- VI. **Consent Agenda**
 1. Approve Minutes - Regular Meeting held February 6, 2017
 2. Set Public Hearings/Dangerous Buildings (7)
 3. Approve Sub Recipient Agreement/HOME
 4. Approve Charitable Solicitation/K of C/Tootsie Roll Drive

- VII. **Action Items**
 1. Amend User Fee Schedule
 2. Approve DUWA Agreement
 3. Purchase or Lease Computers
 4. Approve Solid Waste Disposal Contract/Riverview Landfill
 5. Solicit Bids
 - a. Community Center Operations
 - b. Assessing Services
 6. Approve SAFER Grant
 7. Proposed Ordinance Amendment/Chapter 676
 8. Attend Training/Police Dept.

- VIII. **Accounts & Claims Payable (over \$25,000)**
- IX. **City Manager Report**
- X. **Department Head Report –DDA/EDC Director**
- XI. **Citizens Communications**
- XII. **Oral Reports of the Mayor and Council**
- XIII. **Adjourn**

THOMAS E. KARNES, MAYOR

DONNA BREEDING, CITY CLERK

DEADLINE FOR SUBMISSION OF AGENDA ITEMS IS TWO (2) FRIDAYS PRIOR TO THE NEXT REGULAR COUNCIL MEETING AT 11:59 P.M.

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

PLEDGE OF ALLEGIANCE TO THE FLAG.

INVOCATION by Reverend Doug Wells of LP Church of Christ

ROLL CALL

MAYOR'S REMARKS

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

RESOLVED, that the following items listed under the consent agenda be approved as presented to the Mayor and City Council.

1. Approve Minutes - Regular Meeting held February 6, 2017
2. Set Public Hearings/Dangerous Buildings (7)
3. Approve Sub Recipient Agreement/HOME
4. Approve Charitable Solicitation/K of C/Tootsie Roll Drive

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

RESOLVED, that the minutes of the Regular Meeting held under the date of February 6, 2017 be approved as recorded.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

Lincoln Park, Michigan
February 6, 2017

REGULAR MEETING

The meeting was called to order at 7:30 p.m., Mayor Thomas E. Karnes presiding.

Pledge of Allegiance to the Flag

Invocation by Reverend John Peck of Bethel Assembly of God

PRESENT: Councilpersons Chris Dardzinski, Mario DiSanto, Michael Higgins, Larry Kelsey, Thomas Murphy and Thomas Parkinson

ALSO PRESENT: City Manager Matt Coppler, Asst. City Attorney Amy Higgins, and City Clerk Donna Breeding

Mayor's remarks

The following presentations were made:

- 2016 "Police Officer of the Year" to Detective John Stearns from the VFW Post 552
- 2015 "Police Officer of the Year" to Lt. Richard Kolakowski from the VFW Post 552
- 2016 "Firefighter of the Year" to Andrew Emler from the VFW Post 552
- Police Department "Award for Life Saving Efforts" to Cpl. Joseph Sparks
- Police Department "Certificate of Appreciation for Life Saving Efforts" to Charles Greathouse
- Fire Department "Award for Life Saving Efforts" to Cpl. Joseph Sparks
- Fire Department "Certificate of Appreciation for Life Saving Efforts" to Charles Greathouse
- Public Safety Commission "Citizen's Citation" to Sydney Hulkkonen
- DWMHA presented an award to the Mayor for no tobacco sales to minors in 2015-16

RESOLUTION 2017-30 Approve Consent Agenda

By Council President Murphy, supported by Councilman Dardzinski

RESOLVED, that the following items listed under the consent agenda be approved as presented to the Mayor and City Council.

1. Approve Minutes - Regular Meeting held January 17, 2017
2. Approve Minutes – Study Session held January 23, 2017
3. Approve Minutes – Study Session held January 30, 2017
4. Attend Training:
 - a. Police Dept. (4)
 - b. DPS (2)
 - c. Fire
 - d. Elected Officials Training

Motion unanimously carried.

RESOLUTION 2017-31 Approve Minutes/Regular Meeting

RESOLVED, that the minutes of the Regular Meeting held under the date of Tuesday January 17, 2017 be approved as recorded

Approved.

ca-2 **RESOLUTION 2017-32 Minutes/Study Session/Med. Marihuana**
RESOLVED, that the minutes of the Study Session held under the date of January 23, 2017 be approved as submitted.
Approved.

ca-3 **RESOLUTION 2017-33 Approve Minutes/Study Session/PILOT**
RESOLVED, that the minutes of the Study Session held at 1605 Fort St. under the date of January 30, 2017 to discuss a PILOT program be approved as recorded.
Approved.
ABSTAINED: Councilman DiSanto

ca-4a 1 **RESOLUTION 2017-34 Attend Training/Police/Interviewing**
RESOLVED, that Mayor and Council authorize Detective Michel Samson to attend the “John Reid Technique of Investigative Interviewing and Interrogation” school being offered at the Holiday Inn in Southgate, MI beginning Tuesday, February 28, 2017 through Friday, March 3, 2017. The cost of the school is \$795.00. Meals will be subject to the City travel policy. A Police Department vehicle will be used.
BE IT FURTHER RESOLVED, funds to come from the Police Department’s Training Account 101-305-960.
Approved.

Ca-4a 2 **RESOLUTION 2017-35 Attend Training/Police Dept.**
RESOLVED, that Mayor and Council authorize Sergeant James Fontana to attend the “Performance and Accountability” class being offered by Marin Consulting at Macomb County Criminal Justice Training Center in Clinton Township, Michigan on Tuesday, March 28, 2017 and Wednesday, March 29, 2017. The cost of the school is \$250.00. Meals for the Officer will be subject to the City travel policy. A Police Department vehicle will be used.
BE IT FURTHER RESOLVED, funds to come from the Police Department’s Training Account 101-305-960.
Approved.

Ca-4a 3 **RESOLUTION 2017-36 Attend Training/Police/Self-Aid**
RESOLVED, that Mayor and Council authorize Detective John Stearns and Officer Aaron Schmoekel to attend the “Self-Aid/Buddy-Aid LE Edition” school being offered at the Gibraltar Police Department on Wednesday, February 15, 2017. The cost of the school for both Officers is \$500.00. Meals for the Officers will be subject to the City travel policy. A Police Department vehicle will be used.
BE IT FURTHER RESOLVED, funds to come from the Police Department’s MCOLES Training Account 101-000-370PT.
Approved.

Ca-4a 4 **RESOLUTION 2017-37 Training/Police/Cell Phone Investigation**
RESOLVED, that Mayor and Council authorize Detective Brian Hancock, Detective John Stearns, and Officer Gerald Martin to attend Police Technical Training Solutions’ “Cell Phone Investigation” class being offered at the Dearborn Police Department on Monday, March 13, 2017 and Tuesday, March 14, 2017. The cost of the school for all three Officers is \$1,125.00. Meals

for the Officers will be subject to the City travel policy. A Police Department vehicle will be used.

BE IT FURTHER RESOLVED, funds to come from the Police Department's Training Account 101-305-960.

Approved.

Ca-4b 1 **RESOLUTION 2017-38 Attend Training/DPS/Confined Spaces**

WHEREAS, that the Michigan Occupational Safety and Health Administration (MIOSHA) requires any employees with working conditions that involve confined spaces have the appropriate Confined Space Training through an accredited source, and

WHEREAS, Paul McClure is accredited in the State of Michigan to teach the Confined Space Training Course.

RESOLVED, that the Mayor and City Council authorize 15 DPS Employees to attend Confined Space Training being held at the DPS Building on February 21, 2017 at a total cost of \$500.00, with the funds to come from account no. 592-500-96000 Retention Basin Training-School and 592-527-96000 Sewer Training-School.

BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Receivership Transition Advisory Board.

Approved.

Ca-4b 2 **RESOLUTION 2017-39 Attend Training/DPS/S-1 Training**

WHEREAS, that the Michigan Department of Environmental Quality (MDEQ) requires all municipalities with a population of 20,000 residents or more have an S-1 water license holder on staff and David Logan is the S-1 water license holder for the City of Lincoln Park, and

WHEREAS, In order to maintain this license the MDEQ requires continuing education credits and the MWEA Operators Day, 2 Day Training and Seminar meet the criteria for the Continuing Education Credits required to keep the S-1 water license valid.

RESOLVED, that the Mayor and City Council authorize David Logan to attend the Michigan Water Environmental Association 2 day Operators Day Training Seminar on February 7th and February 8th 2017, at the Lansing Center located at 333 E. Michigan Ave. Lansing, MI for a total cost of \$210.00, with the funds to come from account no. 592-920-96000 Water Training-School and 592-527-96000 Sewer Training-School.

BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Receivership Transition Advisory Board.

Approved.

ca-4c **RESOLUTION 2017-40 Attend Training/Fire/Command**

WHEREAS, the Lincoln Park Fire Department is requesting approval for Lieutenant Heim and Sergeant Gratopp to attend Fire Staff and Command at Eastern Michigan University. The course is scheduled for February 13, 2017 through October 20, 2017.

WHEREAS, this management-oriented program consists of 350 hours of competency-based education spread over 10 months. The program takes the fire officer beyond traditional operation methods and exposes them to conceptual thinking and problem solving. This will impact the 2016/2017 fiscal budget in the amount of \$6000.00 which includes material needed for the course. This has been allocated from the fire department's 2016/2017 budget.

NOW, THEREFORE, BE IT RESOLVED, that approval be granted for Lieutenant Heim and Sergeant Gratopp to attend Staff and Command at Eastern Michigan University from February 13,

2017 through October 20, 2017. A fire department vehicle will be utilized. An expense report will be completed upon completion of the training. Funds to come from Acct. # 101-340-960.

Approved.

ca-4d

RESOLUTION 2017-41 Attend Training/ Elected Officials

RESOLVED, that the Mayor and City Council meet on Monday, February 13th at 6:30 PM in the John A. Aloisi Council Chambers, 1355 Southfield Road, for an elected officials training session. This will be presented by the Michigan Municipal League, per Order 60.

Approved.

RESOLUTION 2017-42 Appointment/Parks & Recreation – Taucher

By Council President Murphy, supported by Councilman DiSanto

RESOLVED, that, John Taucher, 1404 Philomene Blvd., Lincoln Park, MI 48146 is appointed to the Parks and Recreation Commission with a term set to expire February 6, 2020.

Motion unanimously carried.

RESOLUTION 2017- 43 EDC/BRA – Magina

By Councilman DiSanto, supported by Councilman Dardzinski

RESOLVED, that Stephan Magins, 2311 Fort St., is appointed to the Economic Development Corporation, to fill the vacancy created by the resignation of Michael Busen, term to expire 5/1/2020.

Motion unanimously carried.

RESOLUTION 2017-44 Authorize Police Liaison/LP Public Schools

By Councilman DiSanto, supported by Council President Murphy

WHEREAS, the Lincoln Park City Schools has proposed creating two Police Liaisons to work in the both the High School and the Middle School to ensure public safety in and around the District buildings and grounds and to provide possible drug and alcohol education for the District; and WHEREAS, to further the creation of these two positions, the Lincoln Park City Schools has agreed to pay for a portion of the wages and benefits of the two police officers; and

WHEREAS, the Mayor and City Council wish to partner with the City School District to create these two liaison positions, and agree to pay for the portion of their wages and benefits that are not covered by the City School District.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council hereby approve the Police Liaison Agreement between the Lincoln Park Public School District and the City of Lincoln Park; and BE IT FURTHER RESOLVED, The Mayor and City Clerk are authorized to execute the Liaison Agreement.

Motion unanimously carried.

RESOLUTION 2017-45 Purchase in Car Computers/Police Dept.

By Councilman Kelsey, supported by Councilman DiSanto

RESOLVED, that the Lincoln Park Police Department be authorized to purchase two L-3 in car computers for a total cost of \$9,090.00 which includes shipping from L-3 Mobile-Vision, Inc. who is the sole supplier.

BE IT FURTHER RESOLVED, funds to come from the Police Department Account-101.305.820 initially. Police Department JAG Grant to fully reimburse the Police Department after the purchase has been made.

Motion unanimously carried.

RESOLUTION 2017-46 Renew Compstat Program/Police Dept.

By Councilman Kelsey, supported by Councilman Higgins

RESOLVED, that the Lincoln Park Police Department be authorized to renew the annual contract with Wayne State University's Center for Urban Studies, who is the sole supplier in the area for CompStat software and research program, for a total cost of \$20,000.00.

BE IT FURTHER RESOLVED, funds to cover the first two months to come from the 2014 Distressed City Grant and the funds to cover the remaining months to come from the Police Department Forfeiture Account-265-320-818.

Motion unanimously carried.

RESOLUTION 2017-47 Adopt Ord Amend/Zoning Map/2115 Fort St.

By Council President Murphy, supported by Councilman Kelsey

RESOLVED, that "AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP, CHAPTER 1266.02, OF THE CITY OF LINCOLN PARK WITH RESPECT TO THE REZONING OF PROPERTY FROM CENTRAL BUSINESS DISTRICT TO PLANNED UNIT DEVELOPMENT" be given its third and final reading and be ADOPTED.

THE CITY OF LINCOLN PARK ORDAINS:

That the Zoning Ordinance for the City of Lincoln Park, specifically the Zoning Map of the City with respect to zoning classification of the property know as parcel numbers 45-009-03-0017-301 and 45-999-00-2968-000, commonly known as 2115 Fort Street shall be rezoned from CBD, Central Business District, to PUD, Planned Unit Development

Motion unanimously carried.

ADOPTED: February 6, 2017

PUBLISHED: February 15, 2017

EFFECTIVE: February 22, 2017

RESOLUTION 2017-48 Execute SAW Agreement

By Councilman Kelsey, supported by Councilman Higgins

WHEREAS, the City of Lincoln Park was awarded a Sanitary Sewer Asset Management (SAW) Grant from the Michigan State Department of Environmental Quality in the amount of \$2,000,000, with the City required to match with \$444,444 in local dollars; and

WHEREAS, The Mayor and City Council, pursuant to the existing engineering services contract, desire to have Hennessey Engineers provide engineering services in support of the SAW Grant for the City of Lincoln Park.

NOW, THEREFORE, BE IT RESOLVED, The Mayor and City Clerk are authorized to execute the Owner and Engineer Agreement required by the State of Michigan for the SAW Grant; and

BE IT FURTHER RESOLVED, Hennessey Engineers, prior to undertaking any engineering services related to the SAW Grant will submit to the City estimates for their services related to SAW Grant activity and obtain necessary approval through the financial processes of the City.

Motion unanimously carried.

RESOLUTION 2017-49 Award Bid/SAW Program

By Councilman Kelsey, supported by Councilman DiSanto

RESOLVED, the Mayor and City Council hereby award the bid for the 2017 SAW Grant Sanitary Sewer Cleaning and Televising Project to Pipetek of Taylor, Michigan, for any/all work not exceed \$271,850.00 plus a 10 percent contingency fee of \$27,185.00 equaling \$299,035.00, with the funds to come from Account 592-527-81800 Contractual Services, Sewer Department.

BE IT RESOLVED, the Mayor and City Council authorize the Mayor and City Clerk to sign all pertinent contract documents.

BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Receivership Transition Advisory Board.

Motion unanimously carried.

RESOLUTION 2017-50 Authorize Services /SAW Program/Hennessey

By Councilman Kelsey, supported by Councilman Higgins

RESOLVED, the Mayor and City Council hereby award the 2017 SAW Grant Sanitary Sewer Cleaning and Television Investigation Program oversight and construction services to Hennessey Engineering Inc., as submitted, for any/all work not to exceed \$37,900.00, funds to be taken from Account 592-527-821000 Engineering, Sewer Department.

BE IT RESOLVED, the Mayor and City Council authorize the Mayor and City Clerk to sign all pertinent contract documents.

BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Receivership Transition Advisory Board.

Motion unanimously carried.

RESOLUTION 2017-51 2016/17 Mid-year Budget Amendment

By Mayor Karnes, supported by Councilman Dardzinski

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LINCOLN PARK

Section 1. That for the expenditures of the City Government and its activities for the fiscal year, beginning July 1, 2016 and ending June 30, 2017, the amounts in the following sections are hereby appropriated.

Section 2. That for the said fiscal year there is hereby appropriated out of the General Fund on an activity basis, the following

REVENUES

PROPERTY TAXES	11,089,174
FEDERAL SOURCES	0
STATE SOURCES	4,719,378
LICENSES AND PERMITS	855,408
FINES & FORFEITS	2,040,863
INTEREST AND RENTS	13,500
OTHER	2,865,421
TOTAL REVENUES	<hr/> 21,583,744

EXPENDITURES

MAYOR & COUNCIL	59,015
CLERK	148,452
CITY MANAGEMENT	292,975
ELECTIONS	136,190
ASSESSOR	111,391
CITY ATTORNEY	308,150
FINANCE	227,487
TREASURER	131,962
BUILDING & GROUNDS	637,887
POLICE	8,798,199
POLICE/FIRE CLERICAL	501,096
FIRE	4,233,845

BUILDING	629,032
DEPARTMENT OF PUBLIC SERVICES	2,802
STREET LIGHTING	593,493
SOCIAL SERVICES	280,781
PARKS & FORESTRY	110,878
RECREATION	176,607
COMMUNITY CENTER	138,835
DISTRICT COURT	1,252,271
PLANNING COMMISSION	17,850
GENERAL GOVERNMENT	3,701,736
TOTAL EXPENDITURES	<u>22,490,934</u>

TOTAL EXPENDITURES	<u><u>22,490,934</u></u>
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TRANSFER IN FROM 15/16 FUND BALANCE	<u>(907,190)</u>
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Police/Fire 15/16 Pension Pymnt appr. By Council and State

TOTAL GENERAL FUND	<u><u>22,490,934</u></u>
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Section 3. That for the said fiscal year there is hereby appropriated out of the Major Streets Fund on an activity basis, the following

REVENUES

STATE SHARED REVENUES	2,251,691
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TOTAL REVENUES	2,251,691
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EXPENDITURES

ROUTINE MAINTENANCE	756,902
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TRAFFIC SERVICES	73,693
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WINTER MAINTENANCE	213,150
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TRANSFER TO LOCAL STREETS	800,000
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TRANSFER TO CAPITAL ROAD FUND	2,586,000
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TOTAL EXPENDITURES	4,429,745
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USE OF FUND BALANCE	(2,178,054)
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TOTAL MAJOR ROADS	4,429,745
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Section 4. That for the said fiscal year there is hereby appropriated out of the Local Streets Fund on an activity basis, the following

REVENUES

STATE SHARED REVENUES	788,502
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TRANSFER IN - MAJOR STREETS FUND	800,000
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TOTAL REVENUES	1,588,502
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EXPENDITURES

ROUTINE MAINTENANCE	652,517
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TRAFFIC SERVICES	72,934
WINTER MAINTENANCE	303,362
TRANSFER TO CAPITAL ROAD FUND	1,485,000
TOTAL EXPENDITURES	2,513,813
USE OF FUND BALANCE	(925,311)
TOTAL LOCAL ROADS	<u>2,513,813</u>

Section 5. That for the said fiscal year there is hereby appropriated out of the Drug and Forfeiture Fund on an activity basis, the following

DRUG/FORFEITURE REVENUES	302,500
DRUG/FORFEITURE EXPENDITURES	442,720

Section 6. That for the said fiscal year there is hereby appropriated out of the Road Construction Fund on an activity basis, the following

ROAD CONSTRUCTION REVENUES	4,071,000
ROAD CONSTRUCTION EXPENDITURES	1,385,000

Section 7. That for the said fiscal year there is hereby appropriated out of the Water and Sewer Fund on an activity basis, the following

WATER AND SEWER REVENUES	10,983,303
WATER AND SEWER EXPENDITURES	11,239,696

Section 8. That for the said fiscal year there is hereby appropriated out of the Vehicle and Equipment Fund on an activity basis, the following

VEHICLE AND EQUIPMENT REVENUES	940,144
VEHICLE AND EQUIPMENT EXPENDITURES	940,144

Motion unanimously carried.

RESOLUTION 2017-52 Special Event/McCaffery's St. Patrick's Day

By Councilman Kelsey, supported by Council President Murphy

RESOLVED, that Special Event Permit #1 be approved for McCaffery's Bar to hold a St Patrick's Day Party at 4210 Fort St., Lincoln Park, Michigan on March 17, 2017 from 7:00 a.m. to 11:00 p.m. under the following conditions:

1. Tent to be inspected by the Fire Department prior to use.
2. Special Event to cease at 11:00 p.m. per Municipal Code 666.04
3. Applicant shall be responsible for clean-up of all debris associated with event from surrounding properties.

BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Receivership Transition Advisory Board.

Motion unanimously carried.

RESOLUTION 2017-53 Special Event/LP School Foundation/5K Run

By Councilman Dardzinski, supported by Councilman Higgins

RESOLVED, that Special Event Permit #2 be approved for the LP Schools Education Foundation 5K – Run/walk to be held in the City of Lincoln Park on June 10, 2016 from 9:00 a.m. to 11:00 a.m. at Council Point Park & adjacent streets under the following condition:

1. Cost Recovery fees (if any) to be paid prior to event

BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Receivership Transition Advisory Board.
Motion unanimously carried.

RESOLUTION 2017-54 Renew MABAS Agreement

By Councilman Kelsey, supported by Councilman Dardzinski
WHEREAS, in 2015 the Emergency Manager signed the Michigan Mutual Aid Box Alarm System (MABAS) Agreement that was a joint effort by Downriver Communities to secure shared resources and emergency support in times of serious incidents and major emergencies; and
WHEREAS, the MABAS Executive Board and the Michigan Association of Fire Chiefs have adopted an updated agreement, requiring an amendment to the agreement signed by the Emergency Manager in 2015.
NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council hereby approve the Fire amendment of the Mutual Aid Box Alarm System Agreement.
BE IT FURTHER RESOLVED, The Mayor is authorized to execute the amended MABAS Agreement.
Motion unanimously carried.

RESOLUTION 2017-55 Award Bid/Demo 1737 & 1738 Garfield

By Councilman Kelsey, supported by Councilman DiSanto
RESOLVED, that the Mayor and City Council hereby award the Demolitions of 1737 Garfield and 1738 Garfield to Direct Construction Services, LLC, as submitted, for any/all work not to exceed \$21,125.00 Funds to be taken from Account 101-380-962D00 (Demolition).
ALSO, BE IT RESOLVED, that the Mayor and City Council authorize the Mayor and City Clerk to sign all pertinent contract documents.
BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Receivership Transition Advisory Board.
Motion unanimously carried.

RESOLUTION 2017-56 Accounts & Claims Payable

By Councilman Kelsey, supported by Councilman Dardzinski
RESOLVED, that the Accounts and Claims Payable for those items greater than \$25,000 pursuant to Emergency Manager Order 60 be approved as follows:

25 th District Court	Feb'17 payment	\$ 34,575.00
City of Wyandotte	Oct'16-Dec'16 Downriver Dispatch	\$ 72,640.92
City of Riverview	Jan'17 Dumping	\$ 27,936.12
Gorno Ford	2016 Ford F150	\$ 26,790.00
	Purchase approved by Resolution #2016-337	
Lincoln Park Board of Ed	PILOT payment FY 2014	\$ 37,085.69
Rizzo Environmental Svc	Jan'17 Rubbish Collection	\$ 107,565.21
Wayne County	Jan'17 Excess Flow	\$ 70,161.00
Wayne County	PILOT payment FY 2014	\$ 31,564.00

BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Transition Advisory Board
Motion unanimously carried.

CITY MANAGER REPORT

DEPARTMENT HEAD REPORT – Police Dept.

CITIZEN COMMUNICATIONS

ORAL REPORTS OF THE MAYOR AND COUNCIL

RESOLUTION 2017-57 Adjournment

By Council President Murphy, supported by Councilman Kelsey

RESOLVED, that the meeting be adjourned at 9:42 p.m.

Motion unanimously carried.

THOMAS E. KARNES, MAYOR

DONNA BREEDING, CITY CLERK

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor

Karnes

WHEREAS, the Hearing Board on **Dangerous Buildings** has made a finding and determination that the structure located at **653 LeBlanc, Case #DBB 17-01** is a dangerous building under Ordinance 1444, and issued its ORDER that the structure **be demolished immediately**, and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take the necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFORE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 6, 2017**, at 7:30 p.m. or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearing the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor

Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor

Karnes

WHEREAS, the Hearing Board on **Dangerous Buildings** has made a finding and determination that the structure located at **1544 Arlington, Case #DBB 17-02** is a dangerous building under Ordinance 1444, and issued its ORDER that the structure **be demolished immediately**, and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take the necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFORE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 6, 2017**, at 7:30 p.m. or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearing the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor

Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor
Karnes

WHEREAS, the Hearing Board on **Dangerous Buildings** has made a finding and determination that the structure located at **625 Cleophus, Case #DBB 17-03** is a dangerous building under Ordinance 1444, and issued its ORDER that the structure **be demolished immediately**, and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take the necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFORE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 6, 2017**, at 7:30 p.m. or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearing the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor

Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor

Karnes

WHEREAS, the Hearing Board on **Dangerous Buildings** has made a finding and determination that the structure located at **1580 Fort St, Case #DBB 17-04** is a dangerous building under Ordinance 1444, and issued its ORDER that the structure **be demolished immediately**, and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take the necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFORE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 6, 2017**, at 7:30 p.m. or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearing the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor

Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor
Karnes

WHEREAS, the Hearing Board on **Dangerous Buildings** has made a finding and determination that the structure located at **1359 Riverbank – Garage Only, Case #DBB 17-05** is a dangerous building under Ordinance 1444, and issued its ORDER that the structure **be demolished immediately**, and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take the necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFORE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 6, 2017**, at 7:30 p.m. or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearing the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor

Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor

Karnes

WHEREAS, the Hearing Board on **Dangerous Buildings** has made a finding and determination that the structure located at **1628 Chandler, Case #DBB 17-07** is a dangerous building under Ordinance 1444, and issued its ORDER that the structure **be demolished immediately**, and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take the necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFORE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 6, 2017**, at 7:30 p.m. or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearing the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor

Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor
Karnes

WHEREAS, the Hearing Board on **Dangerous Buildings** has made a finding and determination that the structure located at **762 Ford, Case #DBB 17-08** is a dangerous building under Ordinance 1444, and issued its ORDER that the structure **be demolished immediately**, and

WHEREAS, pursuant to Chapter 1444 of the Lincoln Park Municipal Code, the Hearing Board on Dangerous Buildings has filed a report of its findings and a copy of its ORDER with the Council and has requested the Council to take the necessary action to demolish the structure, and

WHEREAS, the owners and/or other parties of interest have neglected to comply with said order and the subject structure has not been made safe or demolished

NOW, THEREFORE BE IT RESOLVED, that pursuant to Sections 1444.08 of the Lincoln Park Municipal Code, the Council hereby establishes the date of **March 6, 2017**, at 7:30 p.m. or as soon thereafter as the ordinary order of Council business shall permit as the date and time for a hearing to review the findings and order of the said Hearing Board, at which hearing the owners, or parties of interest shall be given the opportunity to show cause why the building should not be demolished. The Building Superintendent is directed to give notice as required by Ordinance to the owner or parties of interest of such hearing date.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor

Karnes



Office of Community Planning & Development

3240 Ferris

Lincoln Park, MI 48146

(313) 386-3100

Fax: (313) 381-3202

AGENDA STATEMENT

February 21, 2017

Honorable Mayor and City Council

Subject: Authorization to sign Sub Recipient Agreements for the HOME Program.

Purpose: To authorize the Mayor to sign the Sub Recipient agreement between the Charter County of Wayne and the City of Lincoln Park in accordance with the Inter Local Agreement dated October 1, 2015 through September 30, 2019 and appoint Doreen Christian as the designee representative.

Budget Impact: None

Background: The City will be receiving Sub Recipient agreements yearly from the County. The 2016 allocation amount is \$109,856.00.

Recommendation: It is recommended that the Mayor be authorized as the proper authority to sign all Sub Recipient Agreements and documents relating to the Inter Local Agreement for the HOME Consortia.

Respectfully Submitted,

Doreen P. Christian
Director

Attachment: Proposed Resolution

PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

WHEREAS, the Emergency Manager for the City of Lincoln Park, Brad Coulter, executed the agreement to continue participation in the Wayne County Home Consortium for the term of October 1, 2015 through September 30, 2019,

THEREFORE BE IT RESOLVED, that the Mayor of the City of Lincoln Park is hereby authorized as the proper authority to sign all the subsequent Sub Recipient Agreements between the Charter County of Wayne and the City of Lincoln Park to ensure the city's participation in said HOME Consortium.

BE IT FURTHER RESOLVED, that Doreen Christian, Community Development Director, is hereby appointed as the HOME Consortium designee representative.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 2/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

RESOLVED, that permission be granted to the Robert H. Jones Knights of Columbus, Council No. 3078, 25160 Outer Drive, Lincoln Park, to conduct their Annual "Tootsie Roll Drive" on the street corners of Lincoln Park on April 8, 9 & 10, 2017. All reporting provisions of the local ordinance to be timely observed.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

APPLICATION FOR PERMIT TO SOLICIT

FOR ALL CHARITABLE, EDUCATIONAL, PATRIOTIC OR PHILANTHROPIC PURPOSES UNDER THE TERMS OF THE LINCOLN PARK MUNICIPAL CODE #812.

CITY OF LINCOLN PARK

DATE: 2/13/17

JAMES E. SALLIOTTE being Duly sworn deposes and says that (Name) he/she is M.I. CHAHEMAN (Office/Title) of ROBERT H. JONES KNIGHTS OF COLUMBUS (Organization)

named in this application for permit to solicit under the terms of the Code of the City of Lincoln Park #812 CHARITABLE SOLICITATION; that he/she has knowledge of the facts and that the facts set forth in said application are complete and that the proposed solicitation is to be conducted in accordance with the methods outlined in the application and none other, and that he/she is authorized to execute the application and affidavit and that he/she has acknowledged same in good faith for the purpose therein set forth.

J.E. Salliotte Authorized Officer

Application accepted by: Karyn A. ... City Clerk's Office

INSTRUCTIONS

- A. Applications to solicit shall be filed at least 3 weeks prior to proposed date of beginning solicitation.
B. Adequate books and records must be maintained.
C. Financial statement must be submitted within 30 days after end of solicitation period.
D. Attach to application, permission in writing of parent body, if applicant is a Veteran's Organization.

INFORMATION CONCERNING SOLICITING ORGANIZATION:

E. NAME OF ORGANIZATION ROBERT H. JONES KNIGHTS OF COLUMBUS
ADDRESS: 25160 W. OUTER DRIVE
TYPE OF ORGANIZATION: PROFIT X NON-PROFIT
OTHER (Describe) (Date incorporated or formed)

F. PRINCIPAL OFFICERS AND MANAGEMENT:

Table with 4 columns: NAME, ADDRESS, TITLE, PHONE. Row 1: GERRY SPINDLEMAN, 25160 W. OUTER DRIVE L.P., GRAND KNIGHT (313) 352-3431

G. Make a complete statement of the character and extent of the work of a charitable nature being done by the applicant organization seeking a permit. This also applies to organizations participating in the receipts of the solicitations:

TOOTSIE ROLL DRIVE FUNDRAISER FOR MENTALLY IMPAIRED STREET CORNER DONATION SOLICITATION

Name of specific purpose of this solicitation: RAISING MONEY FOR LOCAL MENTALLY IMPAIRED Non-Profit ORGANIZATIONS

Disposition of receipts as follows:

Purchase and distribution of American Flags: \$ 0 N/A

Aid of war vets (including small necessities & entertainment): \$ 0 N/A

Education including Christmas Parties \$ 0 N/A

Junior or amateur baseball or youth programs \$ 0 N/A

Organized Charities including local, national, foreign (list)

S.T.E.P. \$ _____

ARC DOWNRIVER \$ _____

ST LOUIS CENTER \$ _____

All other purposes not listed herein (list)

(If a Benefit, Dance, Entertainment, Sale, etc. please state)

Location STREET CORNERS WITHIN CITY LIMITS

Date APRIL 8, 9, 10, 2017

If solicitation is to be conducted on behalf of another organization, give name and address and attach letter authorizing solicitation or use of name

(Name) N/A

(Address) _____

Solicitation is to be conducted by the following method(s):

Box Office Sales	_____	Radio or TV	_____	Direct Mail	_____
Door to Door	_____	Paid Workers	_____	Volunteers	_____
Newspaper	_____	Sporting Event	_____	Contribution	_____
Admission Ticket	_____	Number Printed	_____	Price/ticket	_____
Invitation	_____	Invitation No.	_____	Contribution	_____

Other: DONATIONS

Is something to be sold, subscription taken, given away or otherwise disposed of as part of this solicitation? If yes - describe

TOOTSIE ROLLS.

H. Signature and address of persons making disbursements during period of the solicitation

[Signature]
(Signature)

[Redacted Address]
(Address)

[Redacted Phone]
(Phone)



February 13, 2017

Honorable Mayor and Council Members
City of Lincoln Park
Lincoln Park, Michigan

Subject: Resolution to establish License Fees Pursuant to Section 853.03 License Fees in Chapter 853 Medical Marihuana License

Mayor and Council has not yet established license fees, pursuant to Section 853.03 License Fees in Chapter 853 Medical Marihuana License for facilities and care givers. After reviewing the cost of services associated with providing the license and adequate review, as well as the necessary future inspections for these licenses, the following fee schedule is being proposed:

Medical Marihuana Facilities;	\$1,000.00
Medical Marihuana Care Givers:	\$ 500.00

Budget Impact:

Presently there is only one facility that has been approved through the Planning and Zoning process. Therefore, the impact to the budget would be at the maximum \$1,500.

Recommendation:

It is recommended that the Mayor and City Council adopt the attached resolution to establish the license fee for Medical Marihuana Facilities and Care Givers.

Respectfully submitted,

Matthew W. Coppler
City Manager

Attachment(s):

1. Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

WHEREAS, Section 209.01 of the City of Lincoln Park Codified Codes states, “Council may, by Resolution, from time to time, adopt service, fee, license, permit, application and user fee charges for its agencies and departments, said charges to be paid forthwith by the individual or business against whom or which said charges are assessed.”; and

WHEREAS, a license fee has never been established by the Mayor and City Council pursuant to Section 853.03 License Fees in Chapter 853 Medical Marihuana License.

NOW, THEREFORE, BE IT RESOLVED, the Lincoln Park Mayor and Council does hereby adopt license fees for Medical Marihuana Facilities and Medical Marihuana Care Givers:

Medical Marihuana Facilities;	\$1,000.00
Medical Marihuana Care Givers:	\$ 500.00

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

WHEREAS, 1955 PA 233, as amended ("Act 233") authorizes an authority to acquire sewage disposal systems as defined within said act and to improve, enlarge, expand, and operate such systems; and

WHEREAS, by the terms of Act 233, the Downriver Utility Wastewater Authority (DUWA), and the cities of Belleville, Ecorse, Lincoln Park, River Rouge, Southgate, Wyandotte, Allen Park, Taylor, Dearborn Heights, Romulus, Riverview, and the Charter Townships of Van Buren and Brownstown ("Communities") are authorized to enter into a contract for the acquisition; improvement, enlargement or extension of a sewage disposal system and for the payment of the cost thereof by the Communities, with interest; and

WHEREAS, the Parties have jointly agreed to allow the DUWA to operate the System and to acquire the System from the County of Wayne, a Michigan county corporation (the "County"); and

WHEREAS, the System has undergone a major expansion and renovation as a result of U.S. Environmental Protection Agency ("EPA") and Michigan Department of Environmental Quality ("MDEQ") mandates which were set forth in a Consent Decree dated May 24, 1994 in the matter of *USA, et al vs Wayne County Michigan, et al*, Civil Action No. 87-70992, filed in the U.S. District Court – Eastern District of Michigan, Southern Division; and

WHEREAS, as a result of said renovation and expansion, the County issued bonds in the aggregate amount of approximately \$285 million pursuant to a Financing Plan and Final Judgment entered in the above referenced matter on March 14, 1994; and the County and the Communities have pledged their full faith and credit in the support and payment of those bonds as provided for in the 1962 Contract; and

WHEREAS, the Consent Decree was terminated by Court Order on November 28, 2005; and

WHEREAS, subsequent to the acquisition of the System, the Parties have agreed to enter into a new service agreement, a copy of which is attached hereto as Exhibit A, for the management, operation and, if necessary, the expansion of a System, to transport, treat, and dispose of Wastewater; and

WHEREAS, the Parties agree that certain responsibilities and functions regarding overall management of the System as specified in the service agreement shall be transferred from the County to the DUWA and the Parties agree that the DUWA Board of Commissioners shall supervise implementation of this Agreement, through which the Parties will exercise their shared decision making authority over the specified matters;

NOW THEREFORE, be it resolved that the City of Lincoln Park (municipality) hereby agrees that the Service Agreement between the DUWA, the municipality and the Communities, Exhibit A, is hereby approved, and the Mayor is hereby authorized to execute the agreement.

BE IT FURTHER RESOVLED, that this resolution is expressly limited to the purpose of adopting a service agreement, which shall become effective only upon the transfer of title and all system assets to DUWA and no other governmental agency;

BE IT FURTHER RESOVLED that this Resolution does not in any way confer an obligation upon the City of Lincoln Park to participate in the purchase of the Downriver Wastewater Disposal System or serve as a waiver or prejudice to a claim of ownership pertaining to the system;

BE IT FURTHER RESOLVED, should DUWA not obtain management and/or ownership of the System then this Resolution shall immediately become null and void.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes **ABSTAINED:**
Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes



February 21, 2017

Honorable Mayor and City Council
City of Lincoln Park
Lincoln Park, Michigan

Subject: Waive Bidding Process for Purchase or Lease of New Computers

Background:

The City is in great need of updating our current computer inventory. Many of the computers used by staff are barely operational and cannot support the advanced software used by the City which causes a direct impact to the service provided to our residents. Current issues faced by employees on an almost daily basis include slowness and constant breakdowns of their machines.

The City currently has approximately 90 machines in its various buildings that are in operation. Nearly all of these machines will need to be replaced in the coming months. Administration has determined that the best course of action is to move to a regular replacement cycle going forward to ensure staff has the technology needed to be efficient. We are requesting that the Mayor and City Council waive the bidding process so that we may utilize the State bid for either the purchase or lease of the replacement computers.

The State bid pricing for the purchase of computers ranges from approximately \$680 to \$790 per machine. The State bid also allows for a computer leasing option and the annual cost will vary depending on the finance terms as well as the number of computers received. The City budgeted \$10,000 in 2016/17 in anticipation of the leasing option as well as \$10,000 in the capital account for the needed replacements.

Budget Impact:

There is no change to the Adopted Budget for the Fiscal Year 2016/2017.

Recommendation:

It is recommended that the Mayor and Council approve the resolution to waive the bidding process and utilize the state bid.

Respectfully Submitted,

Lisa Griggs
Director of Finance and Operations

Attached: Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE:

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

WHEREAS, the City's computer inventory is very old and in need of replacement;

WHEREAS, the City has reviewed many options for the replacement and payment of said computers and feels that using the State bidding process through MIDEal will provide the most efficient and cost effective means for the replacement process;

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council waive the City's bid requirements and authorize the Finance and Operations Director to utilize the State of Michigan's bidding process to purchase or lease new computers for City Staff. The approximate cost per computer is \$680 to \$790 for a purchase and may vary depending on the individual need of the department. The cost for the lease option will be based on the numbers of computers included. The funds for this expenditure will come from 664-915-946000 Information Technology Lease Expense and/or 664-915-983000 Information Technology Capital Expenditures.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes



City of Lincoln Park
Department of Public Services
& Engineering
500 Southfield Rd.
Lincoln Park, MI 48146
(313) 386-9000

February 13, 2017

Honorable Mayor and City Councilors
City of Lincoln Park
Lincoln Park, MI

Subject: Execute a 7 year sanitation services contract extension with the City of Riverview

Background:

The City's present sanitation services contract with the City of Riverview will terminate August 31, 2017 at present. The Downriver Communities negotiation team (Lincoln Park, Southgate, Taylor, Wyandotte, and Ecorse) met with the representatives from the City of Riverview for months and finally have reached acceptable prices. Simultaneously I asked our present waste hauler GLF (Green For Life) formally Rizzo Services for a price to incur our landfill tipping fees, but Riverview still had better tipping fees.

Fiscal Impact:

Presently our Sanitation Contractual Services is a budgeted item and will be for year to come. The City has north of \$1.7 million dollars in annual tipping fees with Riverview at present to dispose of our garbage and the like. With the proposed 7 year contract extension, the first 3 years will be at no additional costs increase, year 4, 5, and 6 at a 2.5% increase and year 7 at 2.0 % increase.

Recommendation:

To execute a 7 year contract extension with City of Riverview for Sanitation Services.

John Kozuh
DPS Director
500 Southfield Rd
Lincoln Park, MI 48146

Attachments:

1. Resolution
2. Riverview Contract

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 2/13/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor
Karnes

WHEREAS, the Department of Public Services requests the Mayor and City Council to approve and execute a New 7 Year Extension Agreement for Landfill Disposal Services with the City of Riverview.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council authorize these expenditure to come out of account number 226-531-818000, Sanitation Fund, Contractual Services.

BE IT FURTHER RESOLVED, that the Mayor and City Council authorize the Mayor and City Clerk to sign all pertinent contract documents.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor
Karnes



City of Riverview

14100 Civic Park Drive
Riverview, MI 48193-7600

(734) 281-4200 • Fax (734) 281-4228

February 6, 2017

Mr. John Kozuh, Director
Department of Public Services
City of Lincoln Park
500 Southfield
Lincoln Park, MI 48146

Subject: Landfill Disposal Agreement

Dear Mr. Kozuh:

Thank you for your participation and help in developing the disposal options that were agreed upon in our January 25, 2017 meeting. The disposal options for residential waste disposal, along with other waste types, were incorporated into an agreement with the City of Riverview which is enclosed for the City of Lincoln Park's review and acceptance.

The proposed agreement currently does not have a commencement date inserted. As we discussed, the commencement date will be the first of the month that the agreement is approved for execution by the Lincoln Park City Council. We understand that additional administrative steps will follow the Council approval. Please let me know the date the agreement will be considered by the City Council and I will provide a revised page one denoting the date in the agreement.

Riverview appreciates the long term relationship we have enjoyed together with the City of Lincoln Park while providing disposal services for the City's solid waste. We look forward to continuing to work with you and the City of Lincoln Park.

CITY OF RIVERVIEW
RIVERVIEW LAND PRESERVE
Solid Waste. Solid Service.

Douglas Drysdale
City Manager

Enclosure

c. Randall A. Pentiuik
R. Bobeck
file

MUNICONSORagreecov.docx



CITY OF LINCOLN PARK - CITY OF RIVERVIEW

**AGREEMENT FOR SOLID WASTE MANAGEMENT SERVICES
FOR DOWNRIVER MUNICIPALITIES**

AN AGREEMENT MADE this _____, 2017, between the City of Riverview, located at 14100 Civic Park Drive, Riverview, Michigan 48193-7600, doing business as Riverview Land Preserve [hereinafter "Riverview"] and the City of Lincoln Park, 1355 Southfield Road, Lincoln Park, MI 48146 [hereinafter "the Municipality"] all of which are [collectively referred to as the "Parties," or singularly referred to as "Party"].

WITNESSETH

WHEREAS, Riverview is the owner and operator of a type two sanitary landfill (the "Landfill") licensed under the provisions of the Public Acts of the State of Michigan; and

WHEREAS, Riverview and the Municipality, desire to enter into this Agreement to prescribe their respective rights and obligations and to protect the public health and general welfare of the people of the Municipality and Riverview as required and authorized by the constitution and the statutes of the State of Michigan and the rules, regulations and plans promulgated thereunder; and

WHEREAS, the Parties are empowered pursuant to the provisions of the Public Acts of the State of Michigan to enter into a contract with a person or a municipality providing for the use of the services of a waste management project;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged by each Party, Riverview and the Municipality agree as follows:

ARTICLE I. DISPOSAL SERVICES:

1.01: QUANTITY: Municipality shall be entitled to deliver Municipal Solid Waste to Riverview for disposal at Riverview's Landfill ("the Landfill"), for which it shall pay in accordance with the fee schedule attached hereto.

Commencing on the date of this Agreement, and continuing through the entire term of the Agreement, the Municipality shall collect and deliver, all Contract Waste (as defined herein) within the Municipality's boundaries to the Landfill.

If a contractor is used by the Municipality to collect and deliver waste, such contractor shall, for purposes of this Agreement, be treated as the Municipality's agent while performing under this Agreement on behalf of the Municipality and the acts or omissions of such contractor shall be imputed to the Municipality. The Municipality shall identify to Riverview any and all subcontractors, if any, or any other business entity it utilizes during the course of this Agreement.

1.02: QUALITY: The Parties expressly acknowledge and agree that delivery of Unacceptable Waste (as defined herein) may have a material adverse effect upon the Landfill and the operation thereof. The Municipality shall deliver only Municipal Solid Waste as defined in Exhibit A to this Agreement, and shall not deliver any material which is a Regulated Hazardous Waste or toxic waste, or which is prohibited for disposal at Riverview's Landfill by any federal, state, county or local law, rule, ordinance or regulation.

The Municipality or its contractor shall furnish documentation immediately upon the request of Riverview identifying the source and nature of each load on a form satisfactory to Riverview. Riverview shall have the right to test any material delivered to it and, pending the outcome of such test, suspend or reject acceptance of any deliveries. If the test indicates that material has been delivered that is not acceptable under this Agreement, Municipality shall reimburse Riverview for the cost of the test together with the costs of removal, remediation and restoration, including any actual penalties, fines, attorney fees, damages and other consequential expenses incurred as a direct or indirect result of Municipality's breach of this section.

In the event of the rejection of any delivery or portion thereof, the Municipality and its contractor shall be solely responsible for removal of any Unacceptable Waste and the balance of the load. The Municipality and its contractor shall promptly remove or cause to be removed the rejected waste and shall transport and dispose of same in accordance with applicable laws and regulations; provided, however, that the Municipality and its contractor shall not conduct or cause to be conducted any operations at the Landfill facility except as expressly permitted by Riverview.

Riverview's only obligations with regard to Unacceptable Waste delivered by the Municipality or its contractor are:

- (1) Upon discovery of Unacceptable Waste, Riverview shall notify the Municipality;
- (2) Riverview shall take such action as it deems necessary and consistent with its permits and licenses, the directives of any regulatory agency with jurisdiction, and the requirements of law regarding the segregation and removal of Unacceptable Waste; provided that Riverview may, but shall not be obligated to, transport or dispose of such waste;
- (3) Riverview shall cooperate with the Municipality with regard to the Municipality's obligations to promptly remove and dispose of Unacceptable Waste;
- (4) All activities of Riverview with respect to Unacceptable Waste shall be as the Municipality's agent;

- (5) The Municipality shall reimburse Riverview on demand for any costs incurred for The performance of Riverview's obligations as a result of the delivery of Unacceptable Waste by the Municipality or its contractor.

1.03: NORMAL HOURS AND DAYS OF OPERATION: Riverview shall make its Landfill available for delivery on weekdays, except for days declared to be federal holidays, between the hours of 7:00 a.m. and 4:30 p.m., local time. Weekend and other days or times outside of normal operations may be made available for delivery by special prior arrangement, in which case an additional fee may be charged. Riverview may adjust days and hours of operation from time to time and will advise the Municipality of same in advance.

1.04: OPERATIONAL RULES: The Municipality and its contractors shall comply with all rules and regulations promulgated by Riverview from time to time, governing the delivery of material to the Landfill, including speed limits, the level of skill and experience of Municipality and its contractors' drivers, and other safety concerns. A copy of the current Operational Rules is attached to this Agreement as Exhibit B. It is understood and agreed that these Operational Rules may be modified by Riverview from time to time, and shall become effective immediately upon dissemination to the Municipality. It is further understood and agreed that the Municipality and its drivers shall comply with any orders issued by Riverview during any time that exigent conditions at the Landfill warrant the issuance of such orders in the sole discretion of Riverview. Municipality and its contractors shall inform its drivers, agents, contractors and subcontractors, if any, of the then-current rules prior to entry into the Landfill.

The Municipality's contractor(s) shall assist in the weighing of the vehicle, either empty or when containing Solid Waste. It is mutually agreed that the weights determined by use of Riverview's scales shall be deemed accurate and binding upon the parties subject to Sec. 3.04.

ARTICLE II. TERM OF AGREEMENT:

2.01: TERM: Unless this Agreement is terminated for any of the reasons contained within, the term of this Agreement shall commence on the date of this Agreement and shall be for the period selected below as indicated by the Municipality's affixing with an "X" and initialing the selected option:

_____ Option 1—Five (5) Years, ending _____, 2022
_____ Option 2—Seven (7) Years, ending _____, 2024

2.02: EXTENSIONS: The Parties may extend the term of this Agreement only by mutual written consent.

2.03: EARLY TERMINATION AND/OR SUSPENSION OF DISPOSAL PRIVILEGES: The breach of any provision of this Agreement by a Party shall be grounds for early termination or suspension of disposal privileges under this Agreement upon written

notification to the other Party and, subject to the procedure outlined next, in addition to any other remedy available in law or equity. A breaching Party shall be allowed up to fifteen (15) days from receipt of written notification to cure the breach in its entirety. The non-breaching Party may provide additional time to cure breach.

2.04: SURVIVAL AFTER TERMINATION: Any obligation for the payment of money, indemnification or otherwise, which shall have arisen from the conduct of the Parties pursuant to this Agreement prior to any termination of this Agreement shall survive termination of this Agreement and shall remain in full force and effect until discharged, satisfied or waived.

ARTICLE III. FEES AND CHARGES:

3.01: SCHEDULE OF DISPOSAL RATES, FEES AND CHARGES: The Municipality shall pay Riverview for disposal privileges granted under this Agreement and services performed by Riverview for or on behalf of the Municipality in accordance with the Schedule of Disposal Rates, Fees and Charges set forth in Exhibit E, which is attached hereto and incorporated herein by reference.

3.02: ADJUSTMENTS OF SCHEDULE OF FEES AND CHARGES: Riverview may adjust the Schedule of Fees and Charges in accordance with the Schedule. The Municipality will be provided notice prior to implementation of adjustments to fees and charges.

3.03: ADDITIONAL CHARGES: The Municipality shall pay Riverview any surcharges for testing costs provided by Section 1.02; any taxes, fees or surcharges imposed upon the disposal of Solid Waste by any governmental authority; any additional costs charged to the Municipality under this Agreement, including special arrangements made for deliveries when the Landfill is ordinarily closed; and any additional charges to the Municipality under this Agreement, including the then-current fee established by Riverview for unloading Acceptable Waste out of the Municipality's vehicle at the Municipality's request. In the event that Riverview incurs legal fees or costs in enforcing any provision of this Agreement, such actual legal fees or costs shall be paid by the Municipality.

3.04: FINALITY: All invoices and quantities contained therein shall be final and binding upon the Parties unless challenged in writing within forty five (45) days from the date of the invoice.

3.05: PAYMENT DUE: Payment is due in full within thirty (30) days of the date of invoice.

3.06: LATE PAYMENT: The Municipality shall pay interest on any principal amount that is unpaid after sixty (60) days of the invoice date. The monthly interest rate shall be one/twelfth (1/12) of the annual interest rate, and shall be calculated as simple interest. The annual interest rate shall be calculated as follows: the sum of the prime rate, as established by the Federal Reserve Board, as it exists on the first day of the calendar quarter, plus five (5) per cent. The calculated annual interest rate shall not exceed eighteen (18) per cent nor be less than five (5) per cent.

ARTICLE IV. INSURANCE, INDEMNITY AND REPRESENTATIONS:

4.01: INSURANCES: The Municipality shall obtain and maintain the insurance coverage set forth below for itself and all contractors and subcontractors:

- (i) Comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000), combined single limit, covering claims for bodily injury (including death) and property damage, including a contractual liability endorsement;
- (ii) Worker's Compensation, as required by law;
- (iii) Employer's liability in the amount of Five Hundred Thousand Dollars (\$500,000) per occurrence;
- (iv) Comprehensive automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence, covering all vehicles used to deliver waste to the Landfill on behalf of the Authority.

The City of Riverview Land Preserve shall be named as an additional insured to the comprehensive general liability policy. The policy shall contain a clause or endorsement that at least thirty (30) days' prior notice shall be given to Riverview before any policy is terminated. Each contract of insurance and certificate of insurance shall provide that said insurance shall not be canceled until at least ten (10) days after written notice is received by Riverview. The Municipality shall provide the Riverview Land Preserve with certificates evidencing such insurance for itself and subcontractors, if any, prior to the initial delivery, and thereafter prior to any change in coverage. The Municipality shall ensure that it and its' contractors and subcontractors, if any, remain properly insured during the term of this Agreement and any extension thereof. Riverview, at its sole discretion, may require increased and/or reduced insurance coverage.

4.02: INDEMNITY: The Municipality agrees that it shall protect, indemnify, and hold harmless Riverview Indemnified Parties from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, penalties, or actions and attorneys' fees, and shall defend Riverview Indemnified Parties in any suit, including appeals, for personal injury to, or death, of any person or persons, or loss or damage to property arising out of (i) the negligence or willful misconduct of the Municipality or any of its agents or employees, contractors and subcontractors, if any, in any way connected with the obligations, rights, acts or omissions of the Municipality under this Agreement; and (ii) Unacceptable Waste delivered by the Municipality. Riverview, may, in its sole discretion, elect to retain its own counsel for its defense. The Municipality is not required to reimburse or indemnify any Riverview Indemnified Party for loss or claim due to the negligence or willful misconduct of any Riverview Indemnified Party.

4.03: RELEASE AND FURTHER INDEMNITY: The Riverview Indemnified Parties assume no responsibility or liability for injury or death to any employee, agents, contractors or

persons acting on behalf of the Municipality in delivering Solid Waste to Riverview. In addition, it is expressly agreed by the Municipality that the Municipality does hereby indemnify the Riverview Indemnified Parties and will hold the Riverview Indemnified Parties harmless from any damage claim presented by the Municipality's employees, agents, drivers, contractors and subcontractors, if any, in relation to their presence and activities at Riverview, and the Municipality hereby warrants that its employees and agents are at all times fully insured by Workers Compensation coverage when entering the Landfill, and also that all of its contractors and drivers have been individually instructed as to the unique and hazardous nature of Landfill operations. The Riverview Indemnified Parties shall not be liable for personal or property damage to the Municipality, its employees, agents, drivers or subcontractors, and the Municipality accepts the risk involved in driving such equipment on the changing terrain, slopes and contours of the Landfill.

4.04: REPRESENTATIONS: The Municipality covenants and warrants that it will perform all of its obligations, including payment, under this Agreement.

Further, the Municipality represents that it shall use its best efforts to obtain such consents, approvals, licenses, permits authorizations and the like as may be necessary and appropriate in connection with the design, financing, construction and operation of the Landfill facility, any Landfill expansion, or any other type of waste management facility Riverview may add, or as may be necessary and appropriate to implement this Agreement.

4.05: ENVIRONMENTAL COMPLIANCE ESCROW ACCOUNT: Riverview shall maintain dedicated funds to be used only for compliance with applicable environmental laws and regulations related to the landfill. The amount of funds shall, at a minimum, meet regulatory requirements established for closure and post-closure care costs. Riverview may, at its discretion, maintain funds in excess of regulatory requirements. The determination of whether an expenditure is made from this account, and the amount and manner of expenditure shall be within Riverview's sole discretion, subject to the restrictions identified above. The restrictions of this Agreement shall not terminate until the termination of this Agreement. The funds shall remain the exclusive property of Riverview throughout the term of this Agreement and upon termination of same.

ARTICLE V. CONSTRUCTION OF AGREEMENT:

5.01: RELATIONSHIP OF PARTIES: Except as otherwise explicitly provided herein, nothing in this Agreement shall be deemed to constitute any Party as a partner, agent or legal representative of any other Party or to create any fiduciary relationship between or among the Parties.

5.02: NOTICES: Any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by mail, together with facsimile at the addresses of Riverview and the Municipality set forth below. Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party.

If to Riverview: Attention: City Manager
14100 Civic Park Drive
Riverview, Michigan 48193-7600
With a copy to: Landfill Director

If to Municipality: City Clerk
1355 Southfield Road
Lincoln Park, MI 48146
With a copy to: DPS Director

5.03: ASSIGNMENTS: This Agreement may not be assigned by any Party without the prior consent of the other Party. In the event the Municipality utilizes other agents to transport and deliver waste to Riverview, all such agents shall be subject to Riverview's written approval prior to entry to the Landfill and all such agents shall have, at all times relevant hereto, proper insurances as required by this Agreement and provide proof thereof to Riverview, and shall have agreed to be bound to all the terms of this Agreement for the same extent as the Municipality. In the event that all or any part of the Municipality is incorporated as a new city or is annexed to or becomes a part of a territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed shall assume the Municipality's obligations under this Agreement as it relates to such territory. The Municipality is expressly prohibited from assigning, transferring, or allowing others to use any capacity rights that exist under this Agreement. The Municipality hereby consents to the assignment by Riverview of such of Riverview's rights and obligations under this Agreement as Riverview shall determine to be desirable to provide for the acquisition, construction, operation, maintenance and financing of the Landfill facility.

5.04: ENTIRE AGREEMENT: The provisions of this Agreement shall constitute the entire Agreement between the Party, superseding all prior Agreements and negotiations.

5.05: MODIFICATIONS: This Agreement shall not be modified, unless provided herein to the contrary, except by written agreement duly executed by all the Parties.

5.06: WAIVERS: The waiver by any Party of a default or a breach of any provision of this Agreement by the other Parties shall not operate or be construed to operate as a waiver of any subsequent default or breach.

5.07: SEVERABILITY: In the event that any provision of this Agreement or the application of such provision to any person or circumstance shall, for any person, be determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Agreement, or the application of the provision to any person or circumstance other than those as to which the provision was held invalid, illegal or unenforceable, shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law.

5.08: JURISDICTION AND VENUE: The Municipality and Riverview hereby agree that any action, suit or proceeding arising out of this Agreement or any transaction contemplated

hereby shall be brought in the State of Michigan courts located in Wayne County, unless a Federal court has exclusive jurisdiction over any claim in which case, said action, suit or proceeding shall be brought in the United States District Court for the Eastern District of Michigan, Southern Division. The Parties hereby consent to service of process at the address provided in the preamble of this Agreement.

5.09: GOVERNING LAW: This Agreement shall be governed by the laws of the State of Michigan, irrespective of the place of execution.

5.10: BREACH OF CONTRACT: The Parties agree that each obligation set forth in this Agreement constitutes a material term, the breach of which shall be a basis for early termination and/or suspension of disposal privileges of this Agreement in accordance with section 2.03 above, and the exercise of any other remedy available in law or equity by the non-breaching Party.

5.11: DEFINITIONS: Each of the terms used in this Agreement, unless otherwise expressly defined in this Agreement, shall have the meaning set forth in Exhibit A. Such meaning shall apply equally to all forms of such term.

5.12: WAIVER OF JURY TRIAL: The Parties expressly, knowingly and voluntarily agree to waive their rights to trial by jury.

5.13: CAPTIONS: Captions and headings used in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

5.14: COUNTERPARTS: This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

5.15: FORCE MAJEURE: In the event either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than a payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, riot, terrorism, insurrection, or any other cause beyond the reasonable control of the Party ("Force Majeure") invoking this section and if such Party shall have used its commercially reasonable efforts to mitigate its effects, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences. Regardless of the excuse of Force Majeure, if such Party is not able to perform within one hundred eighty (180) days after such event, the other Party may terminate the Agreement. Termination of this Agreement shall not affect the obligations of either Party that exist as of the date of termination. Neither Party shall be required to settle a labor dispute, strike or lockout in order to mitigate or remedy a condition of Force Majeure.

5.16: REPLACEMENT OF EXISTING AGREEMENT: This Agreement replaces and supercedes any existing Agreement between the parties; however any financial obligations or invoice payments due under an existing Agreement shall survive.

IN WITNESS WHEREOF, Riverview and the City of Lincoln Park have signed this Agreement on the day and year first above written.

WITNESSES:	CITY OF LINCOLN PARK:
_____ Signature	_____ By: Thomas E. Karnes Its: Mayor
_____ Printed Name	
_____ Signature	_____ By: Donna Breeding Its: City Clerk
_____ Printed Name	

WITNESSES:	CITY OF RIVERVIEW:
_____ Signature	_____ By: Andrew M. Swift Its: Mayor
_____ Printed Name	
_____ Signature	_____ By: Cynthia M. Hutchison Its: City Clerk
_____ Printed Name	

EXHIBIT A

DEFINITIONS

"Acceptable Waste" means Municipal Solid Waste, but excluding Unacceptable Waste.

"Business Day" means any weekday (Monday through Friday), excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, and such other holidays as may be observed, notice of which shall be given by Riverview to the Authority at least thirty (30) days in advance. "Business Day" also includes Saturday following a weekday holiday, between the hours of 7:00 a.m. and 12:00 p.m. and any other day established by Riverview.

"Commercial Waste" means waste generated from non-household buildings serviced by front end containers as of the date of this Agreement, such as city-owned office buildings, parks, golf courses, cemetery, and certain apartments and condominiums.

"Contract Year" means a period commencing on the date of this Agreement and continuing for 365 consecutive days and each ensuing period of 365 days thereafter during the term of the Agreement, excepting Leap Years shall be 366 days.

"Construction and Demolition Waste" means solid waste generated during building or demolition of a structure. Construction and demolition waste specifically excludes special waste and soil.

"Contract Waste" means Residential Waste, Transfer Facility Waste, Commercial Waste, Construction and Demolition Waste, Rubbish, and Special Waste generated within the boundaries of the Municipality that is under the ownership, management or control of the Authority, whether directly or by contract to another party, unless specifically exempted by this

Agreement. Demolition waste generated from the demolition of houses and buildings is exempted.

"Landfill" means the sanitary landfill owned and operated by the City of Riverview, Michigan.

"Municipal Solid Waste" means waste which may be disposed of in a Type II sanitary landfill pursuant to Part 115 of Act 451 of the Public Acts of 1994, as amended, being MCLA 324.101, *et seq.*, and known as the Natural Resources and Environmental Protection Act, or any successor law but excluding Unacceptable Waste.

"Regulated Hazardous Waste" means:

(a) any material or substance which, by reason of its composition or characteristics, is (1) toxic or hazardous waste as defined in (A) either the Solid Waste Disposal Act, 42 U.S.C. Sec 6901 *et seq.*, or Section 6(e) of the Toxic Substances Control Act, 15 U.S.C. Sec 2605(e), or any laws of similar purposes or effect, and any rules, regulations or policies promulgated thereunder, or (B) any laws of similar purpose or effect, and any rules, regulations or policies promulgated thereunder, or (2) special nuclear or by-products materials within the meaning of the Atomic Energy Act of 1954;

(b) any waste managed as hazardous waste as regulated under Act 451 of the Public Acts of 1994, as amended, being MCLA 324.101, *et seq.*, and known as the Natural Resources and Environmental Protection Act, or any successor law,

(c) any other materials which the Michigan Department of Environmental Quality or any governmental agency or unit having appropriate jurisdiction shall determine from time to time is ineligible for disposal in the Landfill, whether by reasons of being harmful, toxic or dangerous or

otherwise.

“Residential Waste” means material generated by and collected from a domicile in which the material is not sorted for recycling by the domicile.

“Riverview Indemnified Parties” means the City of Riverview, its elected officials, administrators, employees, agents and contractors.

“Rubbish” means nonputrescible solid waste, such as paper, metal, cardboard, wood or glass, generated from activities other than those from a residence.

“Special Waste” means non-hazardous, non-toxic solid waste generated by a commercial or industrial source, and excluding a household source, that has characteristics or a waste generation process that requires evaluation to determine its acceptability for disposal at the landfill. Special waste is subject to characterization and certification by the waste generator as determined by the landfill, and approval for disposal by the landfill prior to disposal. The designation of any waste as a Special Waste is at the sole discretion of the landfill.

“Transfer Facility” means a tract of land, a building and any appurtenances, or a container, or any combination thereof, that is used in the rehandling of solid waste incidental to the transportation of the waste.

“Unacceptable Waste” means:

- (a) Regulated Hazardous Waste as defined above; and
- (b) any other material or substance which, in the reasonable judgment of Riverview which will be specifically communicated to Authority (1) may present a substantial endangerment to health, safety or the environment, or (2) contains less than thirty percent (30%) solids, as established by an applicable Federal, State or County regulation, (3) may affect the

integrity of the Landfill's liner or other aspects of the Landfill's construction, (4) may adversely affect the ability of the Landfill's leachate treatment facility to treat leachate to a quality required by any applicable law or permit requirements, (5) may cause sludge generated by the Landfill's leachate treatment facility to become a Regulated Hazardous Waste, or (6) has a reasonable possibility of otherwise adversely affecting the operation of the Landfill. Unacceptable Waste includes, by way of example and not limitation; certain uncrushed barrels; explosives, including but not limited to dynamite, hand grenades, blasting caps, shotgun shells, fireworks, gasoline; kerosene; turpentine; waste oil; ether; naphtha; acetone; solvents; certain paints; alcohol; hydraulic oil; petroleum; caustics; sewage or process waste waters; contaminated soil in excess of the limits established pursuant to Act 451 of the Public Acts of 1994, as amended, being MCLA 324.101, *et seq.*, and known as the Natural Resources and Environmental Protection Act, or any successor law Remediation Criteria and Acceptable Method Detection Limits for Soil, as amended; dusty type material; flammable or volatile liquids; any other liquids; or chemical liquid wastes; friable asbestos; infectious, pathological, chemotherapeutic, biological and other regulated medical waste; municipal solid waste incinerator ash; radioactive materials; human or animal remains; lead-acid batteries, except household batteries; and any other material determined from time to time to be unacceptable by the Riverview Landfill Director;

(c) yard waste prohibited by Part 115 of Act 451 of the Public Acts of 1994, as amended, being MCLA 324.101, *et seq.*, and known as the "Natural Resources and Environmental Protection Act", or any successor law; and

(d) All waste prohibited by 1994 PA 451, as amended, being MCLA 324.11503, 324.11514, and 324.11545, and entitled "Natural Resources and Environmental Protection Act"

as amended by 1998 PA 466 and section 11514 as amended by 2004 PA 34, or any successor law; and

(e) All waste prohibited by 1994 PA 451, as amended, being MCLA 324.20129(a), and entitled "Natural Resources and Environmental Protection Act" as amended by 2004 PA 34, or any successor law; and

(f) All waste prohibited by 1994 PA 451, as amended, being MCLA 324.11502, and entitled "Natural Resources and Environmental Protection Act" as amended by 2004 PA 35, or any successor law; and

(g) Any other waste prohibited by Riverview Ordinance 557, as amended.

"Utility Spoils" means solid waste generated from the repair or installation of water or storm water pipes and accessories. Utility Spoils specifically excludes waste generated from the repair or installation of sanitary sewer pipes and accessories.

EXHIBIT B

1. All waste delivery vehicles are to be cleaned in the area designated by the landfill after completing waste delivery. Vehicles cleaned in non-designated areas will be required to clean up the area or, if the clean-up is performed by landfill personnel, subject the Municipality to an additional fee for clean-up.
2. The landfill speed limit is 15 miles per hour. Drivers shall reduce speed based on specific traffic and road conditions.
3. Drivers shall yield to landfill equipment.
4. Vehicle shall be backed up to dump area as far as safely possible. Driver shall not spread load away from the dump area. Vehicle is to be pulled far enough ahead after discharger load to allow landfill equipment adequate area to push load.
5. Drivers shall not pass other moving vehicles and exercise caution when passing stopped vehicles.
6. Drivers shall wait their designated turn to discharge load.
7. Waste container doors are to be secured prior to discharging load.
8. Drivers shall operate vehicles only in/on designated site entrance and exit roads.
9. No loitering or scavenging.
10. Drivers shall follow directions of landfill equipment operators and management at all times.
11. Drivers are to advise landfill upon arrival of "hot loads" with visible smoke or fire wait for landfill direction before discharging load.
12. Loads must be covered with a tarpaulin or similar upon arrival at the landfill. Loads are to be untarped in designated areas only.
13. Trucks are to be outfitted adequate equipment for pulling.
14. All trucks must pass over scales before proceeding to landfill dump area and upon exiting if so directed by landfill.

15. The designated truck route is King Road to Grange Road.
16. Drivers may access communication with landfill operators via channel 20 on citizen's band radio.
17. No smoking or open flame on landfill premises.
18. Waste delivery truck occupants are to use only designated toilet facilities.
19. All waste delivery vehicles, trailers and containers are to have a clearly visible and unique identification number permanently placed on them.

EXHIBIT C
MUNICIPALITY INFORMATION

NAME: _____

ADDRESS: _____

CITY: _____

STATE/ZIP: _____

PHONE: _____

FACSIMILE: _____

AFTER HOURS PHONE: _____

DESIGNATED CONTACT: _____

EXHIBIT D

CITY OF RIVERVIEW
AUTHORITY CERTIFICATE OF COMPLIANCE WITH
SECTION 16-1 OF THE CITY CODE - ETHICAL STANDARDS
FOR ELECTED OFFICIALS, THE CITY MANAGER AND
CITY OFFICERS AND EMPLOYEES

CERTIFICATION

The City of Lincoln Park, to the best of my knowledge, has not offered or delivered any gifts, favors, gratuities or special consideration to an elected official of the City of Riverview, the City Manager, City Officials or employees.

I further certify that I have received a copy of and have read the Ethics Ordinance of the Riverview City Code and I understand it and agree to fully abide by its provisions. I further am aware that failure of a party to comply with this Ordinance may result in debarment or termination of a pending or existing contract by the City Council.

City of Lincoln Park

Signature

Please Print Name

Date: _____

EXHIBIT E

SCHEDULE OF DISPOSAL RATES, FEES AND CHARGES FOR RESIDENTIAL WASTE

BASE ANNUAL DISPOSAL TONNAGE INTERVAL

The Base Annual Disposal Tonnage Interval is calculated as follows: the average of the annual residential waste tonnage delivered to the Landfill during calendar years 2012, 2013, 2014, 2015 and 2015, excluding the highest and lowest years' tonnages, rounded to the near hundred and then plus and minus 200 tons.

The average tonnage of residential waste delivered by the City of Lincoln Park was 15,800 tons, resulting in a Base Annual Disposal Tonnage Interval of 15,600 – 16,000 tons for the term of the Agreement.

CREDIT AND DEBIT

The tonnage of residential waste delivered to Riverview's landfill will be summed at the end of each contract year and a determination made as to the application of a credit or debit based on the Credit/Debit Schedule. No credit or debit will be applied if the summed tonnage equals the Base Annual Disposal Tonnage Interval amount.

The credit amount will be determined by the quantity of residential waste delivered during a contract year that exceeds the Base Annual Disposal Tonnage Interval of 15,600 - 16,000 tons in the intervals established in the Credit/Debit Schedule. The credit shall be applied to each ton of waste delivered during the contract year.

The debit amount will be determined by the quantity of residential waste delivered during a contract year that is below the Base Annual Disposal Tonnage Interval of 15,600 - 16,000 tons in the intervals established in the Credit/Debit Schedule. The debit shall be applied to each ton of residential waste delivered during a contract year.

The maximum credit each contract year shall be five (5) per cent and the maximum debit each contract year shall be three and nine-tenths (3.9) per cent.

BASE DISPOSAL RATE

The Base Disposal Rate is the disposal rate charged during a contract year for residential waste tonnage within the Base Annual Disposal Tonnage Interval.

EXHIBIT E

SCHEDULE OF DISPOSAL RATES, FEES AND CHARGES FOR RESIDENTIAL WASTE

OPTION 1—FIVE YEAR WASTE DISPOSAL AND CREDIT/DEBIT SCHEDULES

RESIDENTIAL WASTE—BASE ANNUAL DISPOSAL RATES AND CREDIT/DEBIT

Delivered Tons	Base Disposal Rate Contract Year 1 (\$/ton)	Base Disposal Rate Contract Year 2 (\$/ton)	Base Disposal Rate Contract Year 3 (\$/ton)	Base Disposal Rate Contract Year 4 (\$/ton)	Base Disposal Rate Contract Year 5 (\$/ton)	Credit Each Delivered Ton Each Contract Year	Debit Each Delivered Ton Each Contract Year
More than 16,800						5%	
16,601 – 16,800						4%	
16,401 – 16,600						3%	
16,201 – 16,400						2%	
16,001 – 16,200						1%	
Base 15,600 – 16,000	\$17.72	\$17.72	\$17.72	\$18.34	\$18.98	0%	0%
15,400 – 15,599							1.3%
15,200 – 15,399							2.6%
Less than 15,200							3.9%

No credit or debit shall be applied for delivery of residential waste within the Base Annual Disposal Tonnage Interval. The maximum credit in any contract year shall be five (5) per cent and the maximum debit in any contract year shall be three and nine-tenths (3.9) per cent.

Credit and Debit Example

If the City of Lincoln Park delivers 16,200 tons of residential waste during contract year 1 charged at the base disposal rate of \$17.72 per ton, then the total disposal charges invoiced would be \$287,064. The credit applied to each ton of delivered residential waste at the end of contract year 1, from the schedule range of 16,001 – 16,200 tons, would be 1% resulting in a credit per ton of \$0.18. The total credit would be \$2,916 (\$0.18/ton X 16,200 tons).

If the City of Lincoln Park delivers 15,500 tons of residential waste during contract year 1 charged at the base disposal rate of \$17.72 per ton, then the total disposal charges invoiced would be \$274,660. The debit applied to each ton of delivered residential waste at the end of contract year 1, from the schedule range of 15,400 – 15,599 tons, would be 1.3% resulting in a debit per ton of \$0.23. The total debit would be \$3,565 (\$0.23/ton X 15,500 tons).

EXHIBIT E – CONTINUED

SCHEDULE OF DISPOSAL RATES, FEES AND CHARGES FOR NONRESIDENTIAL WASTE

OPTION 1—FIVE YEAR PLAN

TRANSFER STATION WASTE, RUBBISH & CONSTRUCTION AND DEMOLITION WASTE

Contract Year 1 Disposal Rate per ton	Contract Year 2 Disposal Rate per ton	Contract Year 3 Disposal Rate per ton	Contract Year 4 Disposal Rate per ton	Contract Year 5 Disposal Rate per ton
\$17.72	\$17.72	\$17.72	\$18.34	\$18.98

OPTION 1—FIVE YEAR PLAN

SPECIAL WASTE

Contract Year 1 Disposal Rate per ton	Contract Year 2 Disposal Rate per ton	Contract Year 3 Disposal Rate per ton	Contract Year 4 Disposal Rate per ton	Contract Year 5 Disposal Rate per ton
\$11.00	\$11.00	\$11.00	\$11.38	\$11.78

OPTION 1 - FIVE YEAR PLAN

CLEAN UTILITY SPOILS SUITABLE FOR LANDFILL DAILY COVER

Contract year 1 Disposal Rate per ton	Contract year 2 Disposal Rate per ton	Contract year 3 Disposal Rate per ton	Contract year 4 Disposal Rate per ton	Contract year 5 Disposal Rate per ton
\$4.00	\$4.00	\$4.00	\$4.14	\$4.28

OPTION 1 - FIVE YEAR PLAN

UTILITY SPOILS UNSUITABLE FOR LANDFILL DAILY COVER

Contract year 1 Disposal Rate per ton	Contract year 2 Disposal Rate per ton	Contract year 3 Disposal Rate per ton	Contract year 4 Disposal Rate per ton	Contract year 5 Disposal Rate per ton
\$10.00	\$10.00	\$10.00	\$10.35	\$10.71

The disposal rates shown in Option 1 include governmental landfill fees, taxes and surcharges in effect as of the commencement date of this Agreement. Any increases in governmental fees, taxes and surcharges thereafter will be added to the disposal rates as they become effective.

EXHIBIT E – CONTINUED

SCHEDULE OF DISPOSAL RATES, FEES AND CHARGES FOR RESIDENTIAL WASTE

OPTION 2—SEVEN YEAR WASTE DISPOSAL AND CREDIT/DEBIT SCHEDULES

RESIDENTIAL WASTE—BASE ANNUAL DISPOSAL RATES AND CREDIT/DEBIT

Delivered Tons	Base Disposal Rate Contract Year 1 (\$/ton)	Base Disposal Rate Contract Year 2 (\$/ton)	Base Disposal Rate Contract Year 3 (\$/ton)	Base Disposal Rate Contract Year 4 (\$/ton)	Base Disposal Rate Contract Year 5 (\$/ton)	Base Disposal Rate Contract Year 6 (\$/ton)	Base Disposal Rate Contract Year 7 (\$/ton)	Credit Each Delivered Ton Each Contract Year	Debit Each Delivered Ton Each Contract Year
More than 17,000								5%	
16,801 – 17,000								4%	
16,401 – 16,800								3%	
16,201 – 16,400								2%	
16,001 – 16,200								1%	
Base 15,600 – 16,000	\$17.72	\$17.72	\$17.72	\$18.16	\$18.61	19.07	\$19.45	0%	0%
15,400 – 15,599									0.65%
15,200 – 15,399									1.3%
Less than 15,200									1.95%

No credit or debit shall be applied for delivery of residential waste within the Base Annual Disposal Tonnage Interval. The maximum credit in any contract year shall be five (5) per cent and the maximum debit in any contract year shall be three and nine-tenths (3.9) per cent.

Credit and Debit Example

If the City of Lincoln Park delivers 16,200 tons of residential waste during contract year 1 charged at the base disposal rate of \$17.72 per ton, then the total disposal charges invoiced would be \$287,064. The credit applied to each ton of delivered residential waste at the end of contract year 1, from the schedule range of 16,001 – 16,200 tons, would be 1% resulting in a credit per ton of \$0.18. The total credit would be \$2,916 (\$0.18/ton X 16,200 tons).

If the City of Lincoln Park delivers 15,500 tons of residential waste during contract year 1 charged at the base disposal rate of \$17.72 per ton, then the total disposal charges invoiced would be \$274,660. The debit applied to each ton of delivered residential waste at the end of contract year 1, from the schedule range of 15,400 – 15,599 tons, would be 1.3% resulting in a debit per ton of \$0.23. The total debit would be \$3,565 (\$0.23/ton X 15,500 tons).

EXHIBIT E – CONTINUED

SCHEDULE OF DISPOSAL RATES, FEES AND CHARGES FOR NONRESIDENTIAL WASTE

OPTION 2—SEVEN YEAR PLAN

TRANSFER STATION WASTE, RUBBISH & CONSTRUCTION AND DEMOLITION WASTE

Contract Year 1 Disposal Rate per ton	Contract Year 2 Disposal Rate per ton	Contract Year 3 Disposal Rate per ton	Contract Year 4 Disposal Rate per ton	Contract Year 5 Disposal Rate per ton	Contract Year 6 Disposal Rate per ton	Contract Year 7 Disposal Rate per ton
\$17.72	\$17.72	\$17.72	\$18.16	\$18.61	19.07	\$19.45

OPTION 2—SEVEN YEAR PLAN

SPECIAL WASTE

Contract Year 1 Disposal Rate per ton	Contract Year 2 Disposal Rate per ton	Contract Year 3 Disposal Rate per ton	Contract Year 4 Disposal Rate per ton	Contract Year 5 Disposal Rate per ton	Contract Year 6 Disposal Rate per ton	Contract Year 7 Disposal Rate per ton
\$11.00	\$11.00	\$11.00	\$11.28	\$11.56	\$11.85	\$12.09

OPTION 2 - SEVEN YEAR PLAN

CLEAN UTILITY SPOILS SUITABLE FOR LANDFILL DAILY COVER

Contract Year 1 Disposal Rate per ton	Contract Year 2 Disposal Rate per ton	Contract Year 3 Disposal Rate per ton	Contract Year 4 Disposal Rate per ton	Contract Year 5 Disposal Rate per ton	Contract Year 6 Disposal Rate per ton	Contract Year 7 Disposal Rate per ton
\$4.00	\$4.00	\$4.00	\$4.10	\$4.20	\$4.30	\$4.39

OPTION 2 - SEVEN YEAR PLAN

UTILITY SPOILS UNSUITABLE FOR LANDFILL DAILY COVER

Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5	Contract Year 6	Contract Year 7
Disposal Rate per ton	Disposal Rate per ton	Disposal Rate per ton	Disposal Rate per ton	Disposal Rate per ton	Disposal Rate per ton	Disposal Rate per ton
\$10.00	\$10.00	\$10.00	\$10.25	\$10.51	\$10.77	\$10.98

The disposal rates shown in Option 2 include governmental landfill fees, taxes and surcharges in effect as of the commencement date of this Agreement. Any increases in governmental fees, taxes and surcharges thereafter will be added to the disposal rates as they become effective.

EXHIBIT E - CONTINUED

FEEES AND CHARGES FOR RESIDENTIAL AND NONRESIDENTIAL WASTE

CHARGES AND FEES FOR RESIDENTIAL AND NONRESIDENTIAL WASTE:

Minimum charge per load is \$30.00 with same annual increases in each contract year as noted in Residential Base Tonnage Disposal Rate Schedule.

Unloading assistance charge is \$150.00 per hour with a minimum charge of \$18.00 per occurrence; charge subject to change.

Mattresses and box springs in excess of a total of two units per load will be charged at \$7.50 each; charge subject to change.

Returned check fee is \$38.00, subject to change.



February 13, 2017

Honorable Mayor and Council Members
City of Lincoln Park
Lincoln Park, Michigan

Subject: Resolution Authorizing the City Manager to Solicit Proposals for Leasing and Contract Operations of the Lincoln Park Community Center

You may recall at a previous meeting I recommended that the City consider soliciting proposals for either the lease of the Lincoln Park Community Center or the contract operations of the LPCC. I recommended this course of action so we can definitively conclude if operating the facility ourselves is the best option.

The Request for Proposal will contain two alternatives. The first alternative is for the outright lease of the facility. This alternative would place all the risk (and cost) of operating the facility on the lessee. This would be similar to the relationship the City had with Family Entertainment Properties Incorporated prior to that company pulling out of the lease. The second alternative turns only the operation and management of the facility over to a qualified vendor. The City would still absorb some financial risk (and cost) but this could be minimized due to the ability of a qualified vendor to maximize operational efficiency as well as sell the needed ice time to cover costs.

I don't know if there will be any qualified takers for this solicitation. However, this is necessary from the standpoint of showing a good faith attempt to find other ways to operate this facility.

Budget Impact:

The impact of this action is not yet known.

Recommendation:

It is recommended that the Mayor and City Council adopt the attached resolution to authorize the City Manager to solicit proposals for the either the lease or contract operations of the Lincoln Park Community Center.

Respectfully submitted,

Matthew W. Coppler
City Manager

Attachment(s):

1. Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

WHEREAS, the Mayor and Council of the City of Lincoln Park wish to solicit for competitive proposals from interested and qualified parties to either lease the Lincoln Park Community Center (LPCC) or provide contract operations of the LPCC; and

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Lincoln Park authorize the City Manager solicit proposals for both a lease of the LPCC and the contract operations of the LPCC.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes



February 13, 2017

Honorable Mayor and Council Members
City of Lincoln Park
Lincoln Park, Michigan

Subject: Resolution Authorizing the City Manager to Solicit Bids for Comprehensive Assessing Services for the City of Lincoln Park

The current contract with Anthony Fuoco Assessing Inc., for comprehensive Assessing Services will expire on April 30, 2017. As you may recall, the initial contract expired in 2014. At that time, the City could have extended the agreement for another three years pursuant to the agreement. However, no formal action was taken by either the Emergency Manager or the Mayor and City Council. In the spring of 2016 this oversight was noticed and an extension until April 30, 2017 was approved by Mayor and Council. The thought being this would get the City through the full assessment cycle with one assessing firm so as not to create confusion.

If this resolution is adopted, Staff will solicit from qualified firms for comprehensive assessing services. These services will include providing staffing for the Assessor's Office for residents that will walk in to City Hall. The current agreement costs the City \$8,857 per month or \$106,284 per year.

The current arrangement for comprehensive assessing services was entered into in 2011. The Cities of Southgate and Lincoln Park joined together to select a single firm to provide services for both communities. In 2015, the City of Southgate bid the service out and selected a different firm to provide comprehensive assessing services, thus ending the partnership for these services.

Budget Impact:

It is anticipated that the cost for comprehensive assessing services will increase with the award of this new contract. The current costs have not been adjusted since early 2014 when the contract price was adjusted due to additional staffing being supplied by the firm.

Recommendation:

It is recommended that the Mayor and City Council adopt the attached resolution to authorize the City Manager to solicit bids for comprehensive assessing services.

Respectfully submitted,

Matthew W. Coppler
City Manager

Attachment(s):

1. Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

WHEREAS, the Comprehensive Assessing Services Contract with Anthony Fuoco Assessing Inc., will expire on April 30, 2017; and

WHEREAS, it is the desire of the City to bid the Comprehensive Assessing Services out to make sure the City is paying an appropriate and competitive price for the level of services to be rendered.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and Council of the City of Lincoln Park authorize the City Manager solicit bids for the Assessing Services contract and that the results be presented, with a recommendation for award, to the Mayor and Council at a meeting prior to the expiration of the current contract.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes



City of Lincoln Park

FIRE DEPARTMENT



1355 Cleophas Parkway • Lincoln Park, Michigan 48146-9987 • (313) 381-1100

February 14th, 2017

Honorable Mayor and Councilors
City of Lincoln Park
Lincoln Park, MI

Subject: Staffing for Adequate Fire and Emergency Response (SAFER) Grant long term obligation letter.

Background: The SAFER grant “provides funding to fire departments to help them increase or maintain the number of trained, ‘front line’ firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, and response and operational standards established by NFPA 1710 and/or NFPA 1720”. If awarded this funding, the terms of the grant require grantees to maintain their staffing levels and acknowledge that there will be no lay-offs during the grant period of performance. At this time, the Fire Department is seeking funding to hire 6 full time firefighters for a period not to exceed three years. Safer funds will pay a portion of salary and benefits for these positions in the following increments: 75% for year 1, 75% for year 2, and 35% for year 3. Although there is a cost share requirement, waivers are available to eliminate this requirement for applicants with economic hardship. The Lincoln Park Fire Department would be best served to apply for both the Grant and the hardship waiver to help increase the staffing levels.

To complete the grant application, SAFER requests a letter from the Governing Body stating that the terms of the grant are understood and that the governing body is committed to fulfilling the requirements.

Budget Impact: The proposed resolution will cover the benefits and salaries for 6 firefighters at the current wage scale. The Fire Department would be responsible for uniforms, turnout gear, physical and psychological evaluations for the employees at a cost of approximately \$30,000, funds to come from accounts 101-340-768, 101-340-768.001 and 101-340-828.

Recommendation: It is recommended that Mayor and Council pass proposed resolution to prepare and sign a letter acknowledging their obligation under SAFER.

Respectfully Submitted,

Steve Martin
Fire Chief

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

WHEREAS, the Fire Chief is recommending that the City of Lincoln Park apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant to allow the City to supplement existing staffing of the Fire Department;

WHEREAS, the Mayor and Council are willing to allow for the submission of the SAFER Grant at this time and the Mayor and Council will make a final determination to accept the grant if awarded.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council authorize the Fire Chief to submit a SAFER Grant for 6 additional firefighters.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes



February 21, 2017

Honorable Mayor and Council Members
City of Lincoln Park
Lincoln Park, Michigan

Subject: An ordinance to amend part six of the codified ordinances for the city of Lincoln Park by incorporating an amendment to chapter 676 vegetation and noxious accumulations, snow, ice, property nuisances 676.07 (g) (h) and (j).

The legal staff has provided the following recommendation on the amendment of the chapter 676.07 (g) (h) and (j) vegetation and noxious accumulations, snow, ice, property nuisances. The recommendation come after legal and management staff reviewed other cities property nuisance penalties.

The proposed amendment to Chapter 676.07, vegetation and noxious accumulations, snow, ice, property nuisances will:

1. Shorten the time a repeat violator has to correct outstanding violations, thus, speeding up the cleanup time these violations take to be completed by the owner or the city contractor.

Staff believes the proposed amendment will help in the City's efforts to improve the quality of life within our neighborhoods by reducing the length of time these violations sit outstanding and will provide the City contractor a shorter time to correct cited violations.

Budget Impact:

There is no projected budget impact.

Recommendation:

It is recommended that the Mayor and City Council adopt the attached resolution amending part six of the codified ordinances for the city of Lincoln Park by incorporating an amendment to chapter 676 vegetation and noxious accumulations, snow, ice, property nuisances 676.07 (g) (h) and (j).

Respectfully submitted,

Adam R. Miller
City management coordinator

Attachment(s):

1. Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 2/21/2016

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

WHEREAS, the Mayor and City Council wish to promote the health, safety and welfare of the people of the Lincoln Park by enhancing the City Code that addresses the maintenance and safety of properties; and

NOW THERE BE IT RESOLVED, that ‘AN ORDINANCE TO AMEND PART SIX OF THE CODIFIED ORDINANCES FOR THE CITY OF LINCOLN PARK BY INCORPORATING AN AMENDMENT TO CHAPTER 676 VEGETATION AND NOXIOUS ACCUMULATIONS, SNOW, ICE, PROPERTY NUISANCES 676.07 (g) (h) and (j); be given it first and second reading by TITLE ONLY

THE CITY OF LINCOLN PARK ORDAINS:

That Part Fourteen of the Codified Ordinances for the City of Lincoln Park Title Six, Chapter 676.07 (g), (h) and (j); VEGETATION AND NOXIOUS ACCUMULATIONS, SNOW, ICE, PROPERTY NUISANCES be and is hereby amended by the following:

676.07 VEGETATION AND NOXIOUS ACCUMULATIONS, SNOW, ICE, PROPERTY NUISANCES.

(g) Penalties. Upon a finding of responsibility for the first offence violation of this chapter, the penalty shall be a fine in the amount of one hundred dollars (\$100.00) and abatement of the nuisance within seven days. For a second offense within a twelve-month period; a fine in the amount of two hundred fifty dollars (\$250.00) and abatement within seven **three** days shall be the penalty. Upon a finding of responsibility for a third and any subsequent violation of the Section, the fine shall be five hundred dollars (\$500.00) and immediate abatement by the City of Lincoln Park.

(h) Removal by City. If an owner, possessor, occupant or other person, upon notification of need to abate, or upon issuance of a citation, fails to comply with the removal, destruction or cutting required by this section within the prima facia indicated on the notice to abate or on the citation, the Police Chief or his/her designee shall cause the work to be done. The cost of abatement shall be charged against the premises and the owner in accordance with provisions of this Chapter and Section 44 of **Chapter IX** of the Charter. The City Treasurer shall collect such sums of money as are certified for the abatement thereof. The City may also file a “notice of furnishing” or “mechanic lien” when appropriate, against the title of said property, to assure collection for services performed.

(j) Date for Removal and Assessment of Costs for Removal. Removal and abatement shall occur on or after seven days notice as indicated on a notice of need to abate or remove said noxious accumulations **for a first offense**, or upon conviction for said offense in the District Court. **Removal and abatement shall occur on or after three days notice as indicated on a notice to abate or remove said noxious accumulations for a subsequent offense within a twelve month period, or upon conviction for said offense in the District Court.**

Addition

~~Deletion~~

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

AGENDA STATEMENT

To: Mayor Karnes and City Council
From: Raymond Watters, Chief of Police
Subject: Schoolcraft College Training Consortium
Date: February 10, 2017
cc: City Clerk, City Attorney, and City Manager

Purpose:

The Lincoln Park Police Department is requesting permission to join the Schoolcraft College training consortium. The consortium allows the Department to send Officers to multiple classes for a minimal member fee due to a grant the College received.

Fiscal Impact:

The cost to join the consortium is \$1,175.00. Meals will be subject to the City travel policy. A Police Department vehicle will be used. The funds will come from the Police Department's MCOLES Training Account 101-000-370PT.

Policy Changes:

N/A

Background:

N/A

Attachments:

Resolution, Cover Letter

PROPOSED RESOLUTION

LINCOLN PARK CITY COUNCIL

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

RESOLVED, that Mayor and Council authorize the Lincoln Park Police Department to join the Schoolcraft College training consortium for a cost of \$1,175.00. Classes will be held at the Wayne County Regional Police Training Center in Livonia, MI. Meals will be subject to the City travel policy. A Police Department vehicle will be used.

BE IT FURTHER RESOLVED, funds to come from the Police Department's MCOLES Training Account 101-000-370PT.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes



City of Lincoln Park
Department of Police
1427 Cleophus
Lincoln Park, Michigan 48146
313-381-1800

February 10, 2017

Honorable Mayor Karnes and Council
City of Lincoln Park
1355 Southfield
Lincoln Park MI 48146

Dear Mayor Karnes and members of Council:

The Lincoln Park Police Department is requesting permission to join the Schoolcraft College training consortium.

Joining the consortium will allow us to send each officer to a legal update class (a four hour class), a deadly force class (a two hour class) and a minimum of twenty officers to an emergency driving class (eight hour class). Each class is taught at The Wayne County Regional Police Training Center 31777 Industrial Road Livonia MI 48150.

The cost to join Schoolcraft's training consortium is \$1,175.00. Schoolcraft College has received a grant that allows them to discount these three classes to consortium members. If the police department were to send officers to these classes without being members the cost would be \$6,000.00 for the three classes. Joining the consortium saves the department \$4,825. The cost to join the consortium will come from the departments MCOLES account # 101-000-370PT. The officers will take a department car to each class and meals will be subject to the city travel policy.

A handwritten signature in black ink, appearing to read "R. Watters", written over a horizontal line.

Raymond Watters
Chief of Police

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

CITY MANAGER REPORT

DEPARTMENT HEAD REPORT – DDA/EDC Director

CITIZENS COMMUNICATIONS (City related matters only.)

ORAL REPORTS OF THE MAYOR AND COUNCIL

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 02/21/2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

RESOLVED, that the meeting be adjourned at _____ p.m.

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes
ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes



February 21, 2017

Honorable Mayor and City Council
City of Lincoln Park
Lincoln Park, Michigan

Subject: Approval of Accounts & Claims Payable Over \$25,000

Background:

Pursuant to Emergency Manager Order #60, all purchases of goods or services with a value exceeding \$25,000.00 is subject to approval. A resolution has been prepared with the vendor name, a brief description of payment and the amount of payment for your consideration.

The proposed payments are for the dates of February 7, 2017, through February 21, 2017. A full listing of the entire Accounts & Claims payable will continue to be provided to Mayor and Council for review.

Budget Impact:

The proposed items for payment are all budgeted in the Fiscal Year 2016/2017 budget.

Recommendation:

It is recommended that Mayor and Council adopt the attached resolution approving the Accounts & Claims Payable over \$25,000.00.

Respectfully Submitted,

Lisa Griggs
Director of Finance and Operations

Attached: Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: February 21, 2017

MOVED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes
SUPPORTED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson , Mayor Karnes

RESOLVED, that the Accounts and Claims Payable for those items greater than \$25,000 pursuant to Emergency Manager Order 60 be approved as follows:

Great Lakes Water Auth	Dec'16 Water	\$ 182,546.78
Hennessey Engineers	2016 Asphalt Resurfacing - \$466.84 Ret Basin Pond Protection Design-\$1432.20 Ret Basin Pond Protection Design-\$9033.45 Hazel Street Bridge-\$8121.24 Pagel St. Reconstruction-\$1307.68 2016 Concrete Sectioning-\$9809.80 Emmons Sewer Collapse-\$223.52	\$ 30,394.73
Safebuilt	Dec'16 Bldg. Svc-\$37,031.60 Jan'17 Bldg. Svc-\$41,241.20	\$ 78,272.80
Wayne County	Feb'17 Excess Flow	\$ 70,161.00

BE IT FURTHER RESOLVED, that the above resolution be implemented and given immediate effect upon the approval of the Lincoln Park Transition Advisory Board

YES: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

NO: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes

ABSTAINED: Dardzinski, DiSanto, Higgins, Kelsey, Murphy, Parkinson, Mayor Karnes