

AGENDA
December 17, 2018
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 December 3, 2018
 - 2. Approve Minutes/Special Meeting held December 3, 2018 re: Flood Litigation
 - 3. Accept Minutes/Study Session/Justice Center Study held December 3, 2018
 - 4. Accept Election Results/Certified by County
 - 5. Approve “Jack Frost Jamboree”/Feb 1 & 2

- VIII. **Audit Presentation**

- IX. **Action Items**
 - 1. Schedule Study Session/Road Bond Project
 - 2. Schedule Study Session/Joint Court Facility Location
 - 3. Approve MDOT Right of Way Permit
 - 4. Approve Wayne County Right of Way Permit/Maintenance
 - 5. Approve Wayne County Right of Way Permit/Concrete Restoration
 - 6. Award Bid/Planning Services
 - 7. Approve 2019 Road Project Engineering Services

- X. **Accounts & Claims Payable**
- XI. **City Manager Report**
- XII. **Department Head Report – Library**
- XIII. **Citizens Communications**
- XIV. **Oral Reports of the Mayor and Council**
- XV. **Adjourn**

THOMAS E. KARNES, MAYOR

KERRY KEHRER, CITY CLERK

DEADLINE FOR SUBMISSION OF AGENDA ITEMS IS TWO (2) FRIDAYS PRIOR TO THE NEXT REGULAR COUNCIL MEETING

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/2018

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

PLEDGE OF ALLEGIANCE TO THE FLAG.

INVOCATION by Doug Wells of Lincoln Park Church of Christ

ROLL CALL

MAYOR'S REMARKS

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/2018

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, 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 December 3, 2018
2. Approve Minutes/Special Meeting held December 3, 2018 re: Flood Litigation
3. Accept Minutes/Study Session/Justice Center Study held December 3, 2018
4. Accept Election Results/Certified by County
5. Approve "Jack Frost Jamboree"/Feb 1 & 2, 2019

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/18

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

RESOLVED, that the minutes of the Regular Meeting held under the date of December 3, 2018 be approved as recorded.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

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 Donna Breeding, Michael Higgins, Larry Kelsey, Thomas Parkinson, Lylian Ross and Carlos Salcido

ALSO PRESENT: City Manager Matt Coppler, Asst. City Attorney Amy Higgins and City Clerk Kerry A. Kehrer

Mayor's remarks

Proclamation presented to Detroit Audubon Society declaring 2018 as "Year of the Bird"

RESOLUTION 2018-355 Approve Consent Agenda

By Councilman Kelsey, supported by Councilman Higgins

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 November 19, 2018
2. Approve Minutes/Special Meeting held November 26, 2018 re: Retiree Healthcare
3. Accept Minutes/Study Session Rental Program held November 28, 2018
4. Schedule Public Hearing/2019-20 CDBG Budget
5. Solicit Bids for Comprehensive Assessing Services

Motion unanimously carried

ca-1 **RESOLUTION 2018-356 Approve Minutes/Regular Meeting**

RESOLVED, that the minutes of the Regular Meeting held under the date of November 19, 2018 be approved as recorded.

Approved.

ca-2 **RESOLUTION 2018-357 Approve Minutes/Special Meeting**

RESOLVED, that the minutes of the Special Meeting regarding Retiree Healthcare, held under the date of November 26, 2018 at 6:30pm be approved as recorded.

ABSTAINED: Councilpersons Breeding and Parkinson

Approved.

ca-3 **RESOLUTION 2018-358 Accept Minutes/Study Session/Rentals**
 RESOLVED, that the minutes of the Study Session regarding Rental Registration Program, held under the date of November 28, 2018 at 6:30pm be accepted as recorded.
 Approved.

ca-4 **RESOLUTION 2018-359 Schedule Public Hearing/CDBG Budget**
 RESOLVED, that a Public CDBG Budget Hearing is hereby scheduled for Tuesday, January 22, 2019, starting at 6:30 pm to be held in the John A. Aloisi City Council Chambers of City Hall. The public is invited to attend and give testimony as to how the upcoming fiscal year CDBG budget should be allocated and a notice shall be placed in the official newspaper for the city and posted in City owned buildings.
 BE IT FURTHER RESOLVED, that Doreen Christian, Director of Community Planning & Development is authorized and directed to have prepared the Annual Action Plan and Environmental Review Record and submit same to HUD for review and approval.
 Approved.

ca-5 **RESOLUTION 2018-360 Solicit Bids/Assessing Services**
 WHEREAS, the Comprehensive Assessing Services Contract with Anthony Fuoco Assessing Inc., will expire on April 30, 2019; 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 to be provided to the City.
 Approved.

RESOLUTION 2018-361 Award Bid/Backflow Preventers

By Council President Breeding, supported by Councilman Kelsey
 RESOLVED, that the Mayor and City Council award the bid for the ¾” Lead Free, Frost Free Hose Bib Backflow Prevention Devices to Ambient Floor Heat, LLC in the amount of \$28,800 for the year 2019, \$11,520 for the year 2020 and \$11,520 for the year 2021 to come from an account to be determined at a later date.
 BE IT RESOLVED, that the Mayor and City Council authorize the Mayor and City Clerk to sign all pertinent contract documents.
 Motion unanimously carried.

RESOLUTION 2018-362 Approve Installation/Backflow Preventers

By Councilman Higgins, supported by Council President Breeding
 RESOLVED, that the Mayor and City Council accept the quote from HydroCorp to install the Hose Bib Backflow Prevention Devices on the residential dwellings that were non-compliant during the first round of inspections at a cost of \$26,675.00 to come from an account to be determined at a later date.
 BE IT RESOLVED, that the Mayor and City Council authorize the Mayor and City Clerk to sign all pertinent contract documents.
 Motion unanimously carried.

RESOLUTION 2018-363 Waive Bid/Purchase/2 Police Car Cameras

By Councilman Kelsey, supported by Councilwoman Ross

WHEREAS, the Lincoln Park Police Department is requesting to purchase two L3 in car cameras. BE IT RESOLVED, that the Mayor and Council authorize the Lincoln Park Police Department to waive the bidding process and purchase two L3 in car cameras for a total cost of \$10,342.00 which includes shipping from L3 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 2018-364 Waive Bid/Purchase/2 Vehicle Computers

By Council President Breeding, supported by Councilman Parkinson

WHEREAS, the Lincoln Park Police Department is requesting to purchase two Panasonic Toughbook in car computers.

BE IT RESOLVED, that the Mayor and Council authorize the Lincoln Park Police Department to waive the bidding process and purchase two Panasonic Toughbook in car computers for a total cost of \$7,893.10 which includes shipping from CDW-G, a qualifying State bid 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 2018-365 Waive Bid/Outfit 2 Police Vehicles

By Councilman Kelsey, supported by Councilwoman Ross

WHEREAS, the Lincoln Park Police Department is requesting to have two new patrol vehicles, 2019 Ford Explorers, outfitted.

BE IT RESOLVED, that the Mayor and Council authorize the Lincoln Park Police Department to waive the bidding process and have Herkimer Radio Service outfit two new patrol vehicles, 2019 Ford Explorers, as they provided the lowest qualified quote that meets all of the Police Department's specifications. Total cost for outfitting the two Ford Explorers is \$23,727.54.

BE IT FURTHER RESOLVED, funds to come from the Police Department Forfeiture Capital Account-265.320.983.

Motion unanimously carried.

RESOLUTION 2018-366 Approve Recommendation/Litigation

By Councilman Kelsey, supported by Councilwoman Ross

RESOLVED, that the Mayor & Council approve the recommendation of Counsel during Closed Session concerning pending litigation regarding Tipper vs City of Lincoln Park.

ABSTAINED: Council President Breeding

Motion carried.

RESOLUTION 2018-367 Accounts & Claims Payable

By Councilman Kelsey, supported by Councilman Higgins

RESOLVED, that the Accounts and Claims Payable for those items greater than \$25,000 be approved as follows:

25 th District Court	Dec 2018	\$ 49,059.34
Downriver Utility Wastewater Auth.	Oct & Nov 2018 Excess Flow	\$147,528.00
DTE Energy	Oct 2018 Streetlights	\$ 43,394.06
GFL	Nov 2018 Curbside Collection	\$127,718.71
GV Cement Contracting Co.	2018 Concrete Sectioning	\$194,366.40

By Councilman Kelsey, supported by Councilman Parkinson that the above resolution be amended to reflect an additional \$881.82 charge by GFL.

Motion unanimously carried.

RESOLVED, that the Accounts and Claims Payable for those items greater than \$25,000 be approved as follows:

25 th District Court	Dec 2018	\$ 49,059.34
Downriver Utility Wastewater Auth.	Oct & Nov 2018 Excess Flow	\$147,528.00
DTE Energy	Oct 2018 Streetlights	\$ 43,394.06
GFL	Nov 2018 Curbside Collection	\$128,600.53
GV Cement Contracting Co.	2018 Concrete Sectioning	\$194,366.40

Roll Call Vote on amended resolution

Motion unanimously carried.

CITY MANAGER REPORT

City Attorney Ed Zelenak entered the meeting at 8:07 p.m.

CITIZEN COMMUNICATIONS (City related matters only.)

ORAL REPORTS OF THE MAYOR AND COUNCIL

RESOLUTION 2018-368 Adjournment

By Council President Breeding, supported by Councilman Salcido

RESOLVED, that the meeting be adjourned at 8:44 p.m.

Motion unanimously carried.

THOMAS E. KARNES, MAYOR

KERRY A. KEHRER, CITY CLERK

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/18

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

RESOLVED, that the minutes of the Special Meeting held under the date of December 3, 2018 re: Flood Litigation be approved as recorded.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

Lincoln Park, Michigan
December 3, 2018

SPECIAL MEETING
Recess to Closed Session re: Pending Flood Litigation

The meeting was called to order at 7:03 p.m., Mayor Thomas E. Karnes presiding

PRESENT: Councilpersons Donna Breeding, Michael Higgins, Larry Kelsey, Thomas Parkinson, Lylian Ross and Carlos Salcido

ALSO PRESENT: City Manager Matt Coppler, and City Clerk Kerry Kehrer

RESOLUTION 2018-353 Recess into Closed Session

By Council President Breeding, supported by Councilman Higgins

RESOLVED, that the Mayor and Council recess into Closed Session to discuss pending litigation: Tipper vs Lincoln Park.

Motion unanimously carried.

RECONVENE Special Meeting at 7:17 p.m.

RESOLUTION 2018-354 Adjournment

By Council President Breeding, supported by Councilman Kelsey

RESOLVED, that the Special Meeting be adjourned at 7:18 p.m.

Motion unanimously carried.

THOMAS E. KARNES, MAYOR

KERRY A. KEHRER, CITY CLERK

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/18

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

RESOLVED, that the minutes of the Study Session held under the date of December 3, 2018 re: Preliminary Joint Criminal Justice Center Study be accepted as recorded.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

Lincoln Park, Michigan
December 3, 2018

STUDY SESSION
Joint Criminal Justice Center Preliminary Study

The meeting was called to order at 6:00 p.m., Mayor Thomas E. Karnes presiding

Pledge of Allegiance

PRESENT: Councilpersons Donna Breeding, Michael Higgins, Larry Kelsey, Thomas
Parkinson, Lylian Ross and Carlos Salcido

ALSO PRESENT: City Manager Matt Coppler, Redstone Architects, Judge Gregory A. Clifton
and City Clerk Kerry Kehrer

Daniel Redstone of Redstone Architects gave a report on the study done to determine the size and scope of a new Joint Criminal Justice Center to house the Lincoln Park Police Department and the 25th District Court.

Costs for the Court facility would be shared by the three communities served by the Court, River Rouge, Ecorse and Lincoln Park. The 25th District court has established a Building Fund that will lessen the cost to those communities. The cost for the Police Department would be the sole responsibility of Lincoln Park.

It is estimated that the facility would need approximately a 9-acre site. Three possible locations have been discussed.

Public Comment

There being no further discussion, the Study Session adjourned at 6:59 p.m.

THOMAS E. KARNES, MAYOR

KERRY A. KEHRER, CITY CLERK

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/18

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

RESOLVED, that the results of the General Election held under the date of Tuesday, November 6, 2018 be accepted as certified by the Wayne County Board of Canvassers on November 20, 2018.
BE IT FURTHER RESOLVED, that the following results be recorded as follows:

Mayor	Thomas E. Karnes	8,568
City Clerk	Kerry Kehrer	5,523
	Frank Vaslo	4,142
Treasurer	Patricia Lulko	8,031
	Donna Breeding	5,866
City Council	Carlos Salcido	4,942
	Lillian Ross	4,637
	Michael S. Higgins	4,545
	Larry F. Kelsey	3,728
	Tom Parkinson	3,457
	Eric Szor	3,275
	Sean Stansberry	2,831
	Rikki Varieur	2,123
	Michelle Roberts	3

Per the recommendation of the City Clerk.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes




Office of the County Clerk

Elections Division

Cathy M. Garrett
Wayne County Clerk

DATE: November 27, 2018

TO: Secretary of the School Board
Local City/Township Clerks
Library Districts

FROM: Jennifer M. Redmond, Deputy Director 
Wayne County Elections Division

RE: Certified Results of the November 6, 2018 General Election

The Wayne County Board of Canvassers certified the results of the November 6, 2018 General Election on Tuesday, November 20, 2018.

Attached is a copy of the certified results for your information and file.

Attachment

	The whole number of votes given for candidates for the office of		Put figures in this column
	MAYOR - CITY OF LINCOLN PARK - 2 YEAR TERM - (1) POSITION		
	was	Eight thousand Five hundred Sixty Eight	8,568
	and they were given for the following persons:		
Party	PERSONS RECEIVING THE VOTES	NUMBER OF VOTES WRITTEN IN WORDS	
NON	Thomas E. Karnes	Eight thousand Five hundred Sixty Eight	8,568
	TOTAL		8,568

	The whole number of votes given for candidates for the office of		Put figures in this column
	CLERK - CITY OF LINCOLN PARK - 2 YEAR TERM - (1) POSITION		
	was	Nine thousand Six hundred Sixty Five	9,665
	and they were given for the following persons:		
Party	PERSONS RECEIVING THE VOTES	NUMBER OF VOTES WRITTEN IN WORDS	
NON	Kerry Kehrer	Five thousand Five hundred Twenty Three	5,523
NON	Frank Vaslo	Four thousand One hundred Forty Two	4,142
	TOTAL		9,665

	The whole number of votes given for candidates for the office of		Put figures in this column
	TREASURER - CITY OF LINCOLN PARK - 2 YEAR TERM - (1) POSITION		
	was	Eight thousand Thirty One	8,031
	and they were given for the following persons:		
Party	PERSONS RECEIVING THE VOTES	NUMBER OF VOTES WRITTEN IN WORDS	
NON	Patricia Lulko	Eight thousand Thirty One	8,031
	TOTAL		8,031

	The whole number of votes given for candidates for the office of		Put figures in this column
	CITY OF LINCOLN PARK CITY COUNCIL - 2 YEAR TERM - (6) POSITIONS		
	was	Thirty Five thousand Four hundred Seven	35,407
	and they were given for the following persons:		
Party	PERSONS RECEIVING THE VOTES	NUMBER OF VOTES WRITTEN IN WORDS	
NON	Donna Breeding	Five thousand Eight hundred Sixty Six	5,866
NON	Michael S. Higgins	Four thousand Five hundred Forty Five	4,545
NON	Larry F. Kelsey	Three thousand Seven hundred Twenty Eight	3,728
NON	Tom Parkinson	Three thousand Four hundred Fifty Seven	3,457
NON	Lyllian Ross	Four thousand Six hundred Thirty Seven	4,637
NON	Carlos Salcido	Four thousand Nine hundred Forty Two	4,942
NON	Sean Stansberry	Two thousand Eight hundred Thirty One	2,831
NON	Eric Szor	Three thousand Two hundred Seventy Five	3,275
NON	Rikki Varieur	Two thousand One hundred Twenty Three	2,123
W/I	Michelle Roberts	Three	3
	TOTAL		35,407

STATE OF MICHIGAN,
CHARTER COUNTY }
OF WAYNE } ss.

The Board of Canvassers of the Charter County of Wayne, having Ascertained and Canvassed the votes of said CHARTER COUNTY OF WAYNE at the General Election, held on the 6th day of November, 2018.

Do Herby Certify and Determine

That THOMAS E. KARNES having received a sufficient number of votes is elected CITY OF LINCOLN PARK MAYOR - 2 YEAR TERM (1) POSITION

That KERRY KEHRER having received a sufficient number of votes is elected CITY OF LINCOLN PARK CLERK - 2 YEAR TERM (1) POSITION

That PATRICIA LULKO having received a sufficient number of votes is elected CITY OF LINCOLN PARK TREASURER - 2 YEAR TERM (1) POSITION

That DONNA BREEDING having received a sufficient number of votes is elected CITY OF LINCOLN PARK CITY COUNCIL - 2 YEAR TERM (6) POSITIONS

That CARLOS SALCIDO having received a sufficient number of votes is elected CITY OF LINCOLN PARK CITY COUNCIL - 2 YEAR TERM (6) POSITIONS

That MICHAEL S. HIGGINS having received a sufficient number of votes is elected CITY OF LINCOLN PARK CITY COUNCIL - 2 YEAR TERM (6) POSITIONS

That LYLIAN ROSS having received a sufficient number of votes is elected CITY OF LINCOLN PARK CITY COUNCIL - 2 YEAR TERM (6) POSITIONS

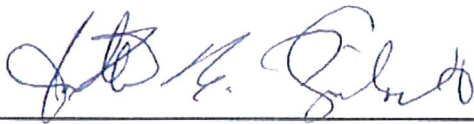
That LARRY F. KELSEY having received a sufficient number of votes is elected CITY OF LINCOLN PARK CITY COUNCIL - 2 YEAR TERM (6) POSITIONS

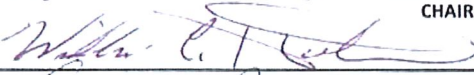
That TOM PARKINSON having received a sufficient number of votes is elected CITY OF LINCOLN PARK CITY COUNCIL - 2 YEAR TERM (6) POSITIONS

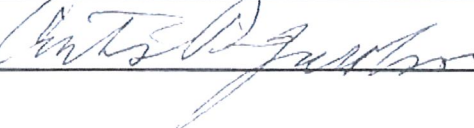


In Witness Whereof, We have hereunto set our hands and affixed the Seal
of the Charter County of Wayne
this 20th day of November in the year 2018.

ATTEST:



CHAIRPERSON






Board of
County
Canvassers



CLERK OF BOARD OF CANVASSERS



CHAIRPERSON OF BOARD OF CANVASSERS

	The whole number of votes given for candidates for the office of		Put figures in this column
	LINCOLN PARK PUBLIC SCHOOL BOARD MEMBER - 6 YEAR TERM - (2) POSITIONS		
	was	Thirteen thousand Four hundred Eighty Four	13,484
	and they were given for the following persons:		
Party	PERSONS RECEIVING THE VOTES	NUMBER OF VOTES WRITTEN IN WORDS	
NON	Kathy M. Carter	Five thousand Three hundred Eight	5,308
NON	Branden Henderson	Three thousand Three hundred Sixty Nine	3,369
NON	Dawn M. Johnson	Four thousand Eight hundred Seven	4,807
	TOTAL	Thirteen thousand Four hundred Eighty Four	13,484

	The whole number of votes given for candidates for the office of		Put figures in this column
	LINCOLN PARK PUBLIC SCHOOL BOARD MEMBER - PARTIAL TERM ENDING 12/31/2020 - (1) POSITION		
	was	Six thousand Nine hundred Twenty Six	6,926
	and they were given for the following persons:		
Party	PERSONS RECEIVING THE VOTES	NUMBER OF VOTES WRITTEN IN WORDS	
NON	Nadalie Sciantarelli	Six thousand Nine hundred Twenty Six	6,926
	TOTAL	Six thousand Nine hundred Twenty Six	6,926

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/2018

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

RESOLVED, that the Mayor and Council hereby authorize the use of Memorial Park for the “Annual Jack Frost Jamboree” event sponsored by the City of Lincoln Park. The family event and craft show will be held on February 1, 2019 from 4:00p.m. - 9:00 p.m. & February 2, 2019 from 12:00 p.m. - 7:00 p.m. at the Lincoln Park Bandshell and Memorial Park.

FURTHER, BE IT RESOLVED, that the event shall comply with Ordinance 666.04(a) 2-NOISE.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

DATE OF EVENT: 2-1-2, 2018 FORM MUST BE SUBMITTED 21 DAYS PRIOR TO EVENT. APPLICATION FEE IS NON-REFUNDABLE.

COST RECOVERY MUST BE PAID PRIOR TO SUBMISSION FOR MAYOR & COUNCIL APPROVAL.

Permit # _____

Date: 12-10-18

SPECIAL EVENT APPLICATION

APPLICANT INFORMATION:

Name: Maureen Tobin Phone #: 313-386-1800 Ext. 1400
Address: 1355 Southfield Rd Lincoln Park, MI 48146

ORGANIZATION/BUSINESS SPONSORING EVENT:

Name: City of Lincoln Park Phone#: 313-386-1800 Ext. 1400
Address: 1355 Southfield Rd, Lincoln Park, MI

Description of Event: Jack Frost Jamboree

Location of Event: Kennedy Memorial Building

Permission for: Craft + vendor show, Food Sales, Sled race (cardboard toboggan)
(food/beer/alcohol sales, etc.)

Number of Participants: 50 Estimated Attendance: 500

Date(s) of Event: February 1, 2, 2018 Hours of Event/Start Time: February 1 4:00pm February 2, 12-7:00pm UNTIL: 9:00 pm
(See Ordinance 666.04 (a)2 Noise)

Estimated Time for Set-Up: 2 hours Clean-Up: 2 hours

Proposed Plans Attached for:

- Security
- Crowd Control
- Insurance (naming City as additional insured)
- Traffic Control
- Parking for Participants
- Sanitation Facilities
- Noise Control
- Clean-Up Procedures

Impact on adjacent commercial, industrial and residential property: No

Will Music be Provided? Yes No
 Live Amplification Recorded Loudspeakers

It is understood that this Special Event will (will not) involve our establishment/premises

Municipal Code 878.06: It is understood that the organization/business sponsoring this event IS RESPONSIBLE FOR ESTIMATED COST RECOVERY PRIOR TO APPROVAL OF MAYOR AND COUNCIL. YOUR FINAL BILLING WILL BE ADJUSTED TO REFLECT THE ACTUAL COST TO THE CITY.

Maureen Tobin 12-10-18
Authorized Signature Date

THIS FORM WILL BE CIRCULATED TO THE PARKS AND RECREATION DEPARTMENT, POLICE DEPT., DEPT. OF PUBLIC SERVICES AND FIRE DEPT. FOR ESTIMATED COST RECOVERY. ALL BUSINESSES MUST BE CURRENT ON ALL TAXES AND REGISTRATIONS. PLEASE CONTACT THE CITY CLERK'S OFFICE ON THE WEDNESDAY PRIOR TO YOUR SCHEDULED EVENT FOR FINALIZATION AND PAYMENT ON YOUR ESTIMATED COSTS.

Application Fee: \$50.00 w/o food or beverages
\$100.00 w/food or beverages

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/2018

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

WHEREAS, the Mayor and City Council wish to schedule a study session to discuss the Road Bond Project that was adopted by voters in 2013.

NOW, THEREFORE, BE IT RESOLVED, that Mayor and Council schedule a Study Session to discuss the Road Bond Project for Monday, January 7, 2019 at 6:30 PM in the John A. Aloisi Council Chamber, 1355 Southfield Rd., Lincoln Park, MI.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/2018

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

WHEREAS, the Mayor and City Council wish to schedule a study session to get input from citizens on the proposed joint court and police facility and its proposed location at Quandt Park.

NOW, THEREFORE, BE IT RESOLVED, that Mayor and Council schedule a Study Session to discuss the proposed joint court and police facility and its proposed location at Quandt Park for January 3, 2019 at 6:30 PM in the John A. Aloisi Council Chamber, 1355 Southfield Rd., Lincoln Park, MI.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes



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

December 17, 2018

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

Background:

The State of Michigan Department of Transportation requires Communities that have utilities in the State of Michigan right-of-way to apply for an annual permit to make emergency repairs in those right-of-ways. When an emergency repair is needed, the City of Lincoln Park is still required to make contact with the MDOT representative and provide notice that the emergency repair is needed and the nature of the work. This annual permit is for emergency work only and does not cover any other projects that would require an individual application.

Budget Impact:

There is no budgetary impact for this permit as there is no cost associated with it.

Recommendation:

The City should proceed with approving the annual permit application.

Respectfully Submitted,

John Kozuh, Director of Public Services

Attachments:

1) Resolution

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE:

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

RESOLVED WHEREAS, the City of Lincoln Park, hereinafter referred to as the "GOVERNMENTAL AGENCY", periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT", for permits, referred to as "PERMIT", to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;
NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of the Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employees's against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor of subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.

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

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

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

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

D.P.S. Superintendent – John Kozuh
City Manager – Matthew Coppler

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

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

RESOLVED WHEREAS, the City of Lincoln Park
(city, village, township, etc.)

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

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

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

- 5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
- 6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

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

Title and/or Name:

John Kozuh, Director of Public Services

Matthew Coppler, City Manager

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the Mayor and City Council

(Name of Board, etc)

of the City of Lincoln Park

(Name of GOVERNMENTAL AGENCY)

of Wayne County

(County)

at a City Council Meeting

meeting held on the 17th day

of December

A.D. 2018

Signed

Title



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

December 17, 2018

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

Background:

The Wayne County Department of Public Services requires Communities that have utilities in the Wayne County right-of-way to apply for an annual permit to make emergency utility repairs in the Wayne County right-of-way. When an emergency repair is needed, the City of Lincoln Park is still required to make contact with Wayne County and provide notice that the emergency repair is needed and the nature of the work. This annual permit is for emergency utility work only and does not cover any other projects that would require a separate individual application.

Budget Impact:

There is no budgetary impact for these permits as there is no cost associated with it.

Recommendation:

The City should proceed with approving the annual permit application.

Respectfully Submitted,

John Kozuh, Director of Public Services

Attachments:

- 1) Resolution
- 2) Permit Package

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/18

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

WHEREAS, the City of Lincoln Park (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel, and WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor of subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractor.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents, and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the

provisions of any and all permits applied for to the County of Wayne, Department of Public Service Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

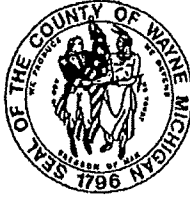
John Kozuh Director of Public Services
Matthew Coppler City Manager

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION, CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No. <h1 align="center">A-19060</h1>	
ISSUE DATE <h2 align="center">1/1/2019</h2>	EXPIRES <h2 align="center">12/31/2019</h2>
REVIEW No.	WORK ORDER <h2 align="center">79642</h2>

PROJECT NAME
 LINCOLN PARK - MAINTENANCE

LOCATION: VARIOUS ROADS () CITY/TWP: LINCOLN PARK

PERMIT HOLDER CITY OF LINCOLN PARK 1355 SOUTHFIELD RD LINCOLN PARK, MI 48146-2380	CONTRACTOR
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CONTACT JOHN KOZUH (313) 386-9000	CONTACT <BLANK>
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DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

- SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
- WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
- DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
- SIDEWALK REPAIR AND REPLACEMENT.
- TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
 ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

FINANCIAL SUMMARY PERMIT FEE \$0.00 PLAN REVIEW FEE..... \$0.00 PARK FEE..... \$0.00 OTHER FEE..... \$0.00 BOND..... \$0.00 INSPECTION DEPOSIT..... \$0.00 OTHER BOND \$0.00 TOTAL COSTS \$0.00 TOTAL CHECK AMOUNT \$0.00	DEPOSITOR 	APPROVED PLANS PREPARED BY
	LETTER OF CREDIT DEPOSITOR 	PLANS APPROVED BY DATE PLANS APPROVED <h2 align="right">1/1/2019</h2>
CASHIER DATE <h2 align="center">1/1/2019</h2>		REQUIRED ATTACHMENTS GENERAL CONDITIONS SCOPE OF WORK AND CONDITIONS FOR MUNICIPAL MAINTENANCE PERMITS INDEMNITY AND INSURANCE ATTACHMENT SAMPLE COMMUNITY RESOLUTION RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT www.waynecounty.com/dps_engineering_cpoffice.htm

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are Integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JOHN KOZUH PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY DATE



Wayne County Department of Public Services
Engineering Division – Permit Office
**Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and Installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

Permit Conditions

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices* (MUTCD). The Permit Holder shall conduct all activities and maintain all safety as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____ (name of Community), County of Wayne, Michigan, on _____.



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

December 17, 2018

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

Background:

The Wayne County Department of Public Services requires Communities that have utilities in the Wayne County right-of-way to apply for an annual permit to make Pavement Restoration repairs in those right-of-ways. When an emergency repair is needed, the City of Lincoln Park is still required to make contact with Wayne County and provide notice that the emergency repair is needed and the nature of the work. This annual permit is for pavement restoration only and does not cover any other projects that would require an individual application.

Budget Impact:

There is no budgetary impact for the permit itself. There are costs for Wayne County to inspect the area once pavement restorations are made. There is no way to calculate what the inspection costs will be because it is unknown if there will be any pavement restoration needed in the Wayne County right-of-way in the year 2019 and if there are restorations made, how many there will be.

Recommendation:

The City should proceed with approving the annual permit application.

Respectfully Submitted,

John Kozuh, Director of Public Services

Attachments:

- 1) Resolution
- 2) Permit Package

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/18

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

WHEREAS, the City of Lincoln Park (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel, and WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractor.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages. With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents, and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit I signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the

provisions of any and all permits applied for to the County of Wayne, Department of Public Service Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

John Kozuh Director of Public Services
Matthew Coppler City Manager

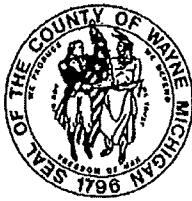
YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

PERMIT OFFICE
 33809 MICHIGAN AVE
 WAYNE, MI 48184,
 PHONE (734) 595-6504
 FAX (734) 595-6356

72 HOURS BEFORE ANY
 CONSTRUCTION. CALL
 Various Staff
 (734) 595-6504, Ext: 2009
 FOR INSPECTION



PERMIT No. A-19115	
ISSUE DATE 1/1/2019	EXPIRES 12/31/2019
REVIEW No.	WORK ORDER 79355

WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PROJECT NAME
 LINCOLN PARK - PAVEMENT RESTORATION

LOCATION
 VARIOUS

CITY/TWP
 LINCOLN PARK

PERMIT HOLDER CITY OF LINCOLN PARK 1355 SOUTHFIELD RD LINCOLN PARK, MI 48146-2380	CONTRACTOR
CONTACT JOHN KOZUH (313) 386-9000	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00	LETTER OF CREDIT DEPOSITOR	PLANS APPROVED BY
PLAN REVIEW FEE.....	\$0.00		DATE PLANS APPROVED
PARK FEE.....	\$0.00		1/1/2019
OTHER FEE.....	\$0.00		REQUIRED ATTACHMENTS
BOND.....	\$0.00		GENERAL CONDITIONS
INSPECTION DEPOSIT.....	\$0.00		INDEMNITY AND INSURANCE ATTACHMENT
OTHER BOND	\$0.00		RULES, SPECIFICATIONS AND PROCEDURES
TOTAL COSTS	\$0.00	FOR PERMIT CONSTRUCTION - AVAILABLE	
TOTAL CHECK AMOUNT	\$0.00	ONLINE AT	
CASHIER	DATE		www.waynecounty.com/dps_engineering_cpoffice.htm
	1/1/2019		(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are Integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

JOHN KOZUH PERMIT HOLDER / AUTHORIZED AGENT	DATE	PREPARED BY
<BLANK> CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY
		DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Conditions & Limitations of Permits**

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

**MODEL COMMUNITY RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS**

Resolution No. _____

At a Regular Meeting of the _____ (Name of
Community Governing Board) on _____ (date), the following
resolution was offered:

WHEREAS, the _____ (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that:

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary

signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individual(s) is/are authorized in their official capacity as the Community's authorized representative to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

Name	Title
_____	_____
_____	_____

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the [Board of Trustees/City Council] of the _____ (name of Community), County of Wayne, Michigan, on _____.



CITY OF LINCOLN PARK

December 12, 2018

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

Subject: Resolution to Approve Agreement for Planning and Economic Development Services with Beckett & Raeder, Inc.

As Mayor and Council is aware, the City recently asked for proposals from firms to provide Planning and Economic Development Services to the City. Three companies, Beckett & Raeder, McKenna and Associates, and SafeBuilt, submitted proposals. A management team of myself, DDA/EDC Director Giles Tucker, Building Manager John Meyer, and City Management Coordinator James Gallagher, conducted interviews of the three firms to determine their qualifications, abilities, and their fit with our community.

Following the interviews, staff believed that staying with Beckett & Raeder would be in the best interest for the City of Lincoln Park.

Budget Impact:

The FY 2018-19 Budget has sufficient funds absorb the cost of this service.

Recommendation:

It is recommended that the Mayor and Council adopt the attached resolution to approve the professional services agreement with Beckett & Raeder, Inc., and authorize the Mayor and City Clerk to execute the same.

Respectfully submitted,

Matthew W. Coppler
City Manager

Attachment(s):

1. Resolution
2. Agreement
3. Services Cost Tab

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/2018

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

WHEREAS, the City of Lincoln Park recently competitively bid the provision of Planning and Economic Development Services; and

WHEREAS, the City received three proposals from firms capable of providing Planning and Economic Development Services; each firm was interviewed by staff to determine their abilities relative to the needs of the City of Lincoln Park.

WHEREAS, following the consultant interview, staff reached the consensus that Beckett & Raeder, Inc., should continue as the City's planning and economic development consultant and hereby make that recommendation to Mayor and City Council.

NOW, THEREFORE, BE IT RESOLVED, that Mayor and Council approve the agreement for professional services with Beckett & Raeder, Inc. of Ann Arbor, Michigan to provide Planning and Economic Development Services; and

BE IT FURTHER RESOLVED, that Mayor Thomas E. Karnes and City Clerk Kerry Kehrer are authorized to execute said agreement on behalf of the City of Lincoln Park.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

Planning Services
Bid Tabulations

		McKenna	SafeBuilt	Beckett Raeder
Professional Charges				
President	104.5			
Executive or Senior VP	101			
Vice President	97			
Director	97	195		
Senior Principal	97		140	
Principal	85	150		
Planning Manager		145		
Senior Planner	71.5	115	115	
Project Planner		85		
Associate	58			90
Assistant	55			100
Administrative Assistant	44			60
Intern				45
Flat Fees				
Non-residential site plan review	550	525	#	
Special approval review	363	375	#	
Conditional rezoning review	573	800	300	
Traditional rezoning review	523	800	300	
Variance review	357	525	400	
Meeting with applicants	150*	160*	300	
Dedicated Office Hours				
1 day/4 hours per week**	300	276.25	500	
1 day/8 hours per week**	600	552.5	900	

*minimum 1 hour then hourly

**The City has never invoked this provision

#This will be billed based upon actual time spent on review



CITY OF LINCOLN PARK

December 13, 2018

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

Subject: Resolution Authorizing Hennessey Engineering Inc., to Proceed with the Design and Bidding Services for the Roads 2019 Program

Mayor and City Council met in a special session in November to discuss the proposed 2019 Road Improvement Program. Hennessey Engineers presented different proposals and the recommended program totaled approximately \$1.7 million to complete. The rationale for the recommended option is that it provides the best mix of road reconstruction and road maintenance to improve and stabilize the street network in Lincoln Park.

The recommended option provides for the following work to be completed:

Asphalt Milling and Resurfacing Total Estimate: \$795,130

Lafayette Avenue	Champaign to Southfield
Champaign Avenue	Fort to Fort Park
Buckingham Avenue	Dix to Porter
Wilson Avenue	Russell to Montie

Concrete Sectioning Total Estimate: \$313,890

Philomene Avenue	Riopelle to Dix
Riverbank Avenue	Lafayette to Fort
Emmons Avenue	Dox to Winchester

Road Reconstruction Total Estimate: \$602,045 (\$185,664 Water Main Replacement)

New York Avenue	Hazel to Helen
Howard Avenue	Old Goddard Road to Ford Blvd

Design engineering and bidding services for this project is estimated to not exceed \$103,700. These services will be performed by Hennessey Engineers as part of their general engineering services contract with the City of Lincoln Park, in which all general engineering work must be offered to them first and can only be offered to a secondary engineer by mutual consent.

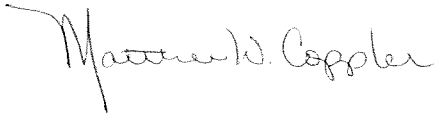
Budget Impact:

The design engineering and bidding service fees of \$103,700 will come from the Major and Local Road Capital Improvement Fund.

Recommendation:

It is recommended that the Mayor and City Council adopt the attached resolution to authorize Hennessey Engineers to complete design engineering and bidding services for the Asphalt Milling/Resurfacing as well as the Concrete Sectioning and Road Reconstruction projects for 2019.

Respectfully submitted,

A handwritten signature in black ink that reads "Matthew W. Coppler". The signature is written in a cursive style with a large initial 'M'.

Matthew W. Coppler
City Manager

Attachment(s):

1. Resolution
2. Hennessey Engineering Proposal
3. 2019 Road Improvement Program

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/2018

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

WHEREAS, the Mayor and City Council met in a study session to discuss the options for the 2019 Road Improvement Program; and

WHEREAS, the Mayor and Council select the recommended Option presented for the 2019 Road Improvement Program; and

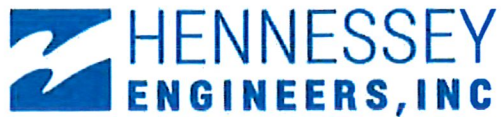
WHEREAS, Hennessey Engineering Inc., is the City of Lincoln Park's contracted Engineering Firm and will provide design and bidding services for the Asphalt Milling and Resurfacing Program as well the Concrete Section and Road Reconstruction Programs.

NOW, THEREFORE, BE IT RESOLVED, the Mayor and City Council authorize Hennessey Engineering Inc., to proceed with the design and bidding services for the 2019 Roads Improvement Program at a cost not to exceed \$103,700 to come from account number 450-000-821000, Road Capital Engineering.

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes



November 13, 2018

Mr. Matt Coppler, City Manager
City of Lincoln Park
1355 Southfield Road
Lincoln Park, Michigan 48146

**Re: 2019 Road Improvements Program
Proposal for Design and Bidding Services
City of Lincoln Park**

Dear Mr. Coppler:

At the October 24, 2018 Special City Council meeting, two (2) alternatives were provided for a road improvements program to be completed for the 2019 construction season with the recommended alternative to be completed being Alternative 1. Alternative 1 consists of completing the following streets:

Concrete Reconstruction Program

- New York Avenue – Hazel to Helen
- Howard Avenue – Old Goddard to Ford Boulevard

Asphalt Resurfacing Program

- Lafayette Avenue – Champaign to Southfield
- Champaign Avenue – Fort to Fort Park
- Buckingham Avenue – Dix to Porter
- Wilson Avenue – Russell to Montie

Concrete Sectioning Program

- Emmons Avenue – Dix to Winchester
- Riverbank Avenue – Lafayette to Fort
- Philomene Avenue – Riopelle to Dix

In addition, if bids are received lower than expected, the concrete sectioning of Alard Avenue from Dix to Winchester would be added to the program.

The total cost for all three (3) programs is estimated at approximately \$1,700,000. Preliminary engineer's estimates have been attached hereto of the road projects being considered. Based upon the estimates prepared, our office proposes the following costs to complete the design of these projects, prepare detailed plans and specifications and bid out the project to prospective bidders. Note for the reconstruction projects, the replacement of the water main is included in the cost and the water main replacement portion of the project would be completed through the water and sewer fund.



Mr. Matt Coppler
2019 Road Improvements Program
Proposal for Design and Bidding Services
City of Lincoln Park

November 13, 2018
Page 2

<u>New York Avenue Reconstruction – Hazel to Helen</u>		
• Engineering Design		\$ 24,270.00
• Project Bidding Services		<u>\$ 2,000.00</u>
	TOTAL	\$ 26,270.00
 <u>Howard Avenue Reconstruction – Old Goddard to Ford</u>		
• Engineering Design		\$ 24,260.00
• Project Bidding Services		<u>\$ 2,000.00</u>
	TOTAL	\$ 26,260.00
 <u>Asphalt Resurfacing Program</u>		
• Engineering Design		\$ 33,430.00
• Project Bidding Services		<u>\$ 2,000.00</u>
	TOTAL	\$ 35,430.00
 <u>Concrete Sectioning Program</u>		
• Engineering Design		\$ 13,740.00
• Project Bidding Services		<u>\$ 2,000.00</u>
	TOTAL	\$ 15,740.00

Therefore, at this time, to proceed with these projects and bid out for construction during the Winter months to start construction in the Spring-Summer of 2019, we recommend the City of Lincoln Park approve the engineering design and project bidding services for all road projects outlined above at a **not to exceed cost of \$103,700.00**.

If you have any questions or comments, please feel free to call me at any time.

Very Truly Yours,

HENNESSEY ENGINEERS, INC

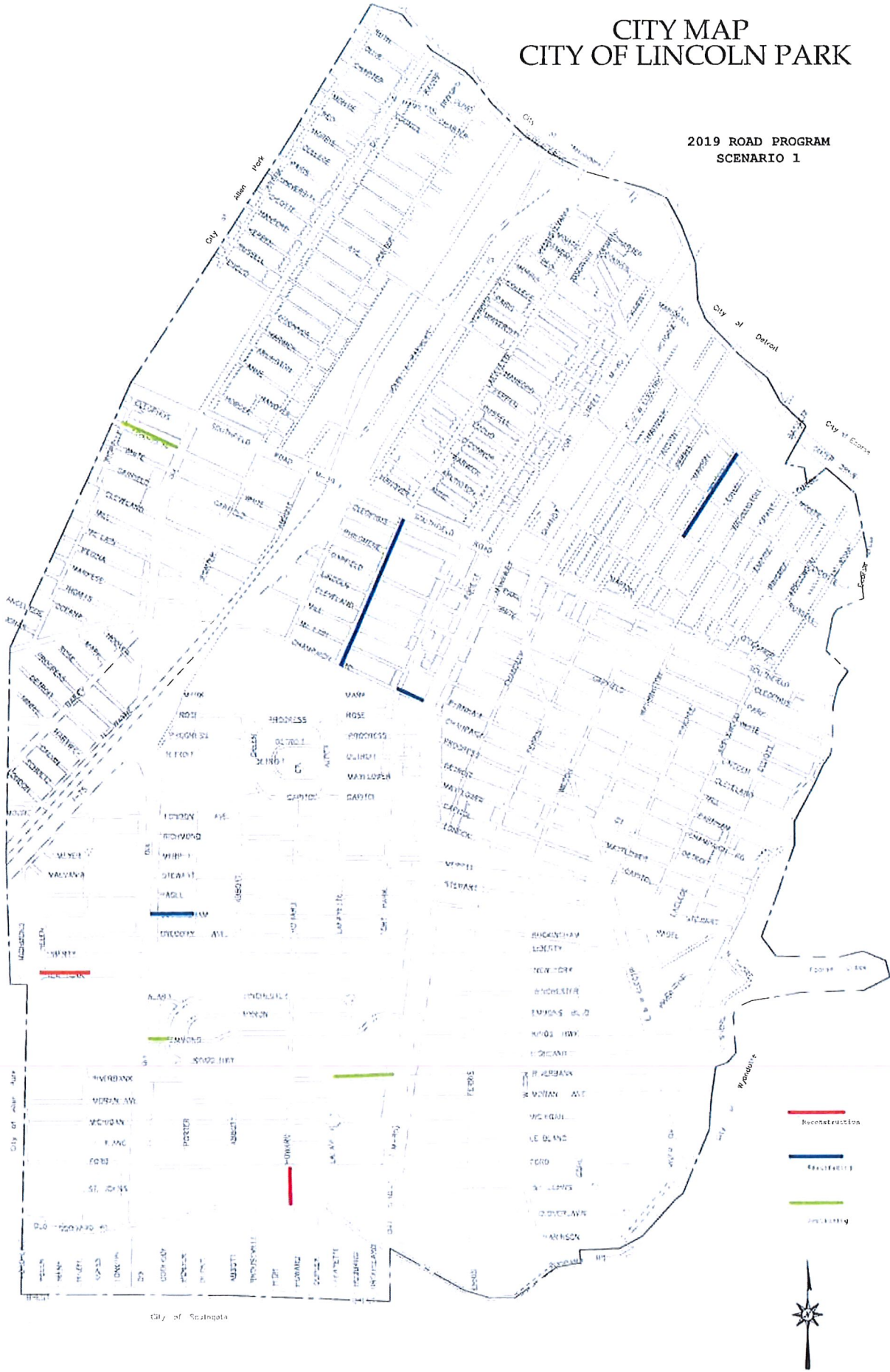
R. Ryan Kern, P.E.
Project Manager

cc: John Kozuh, Director of Public Services, City of Lincoln Park
James D. Hollandsworth, P.E., P.S., Vice-President, Hennessey Engineers, Inc.

File B.4

CITY MAP CITY OF LINCOLN PARK

2019 ROAD PROGRAM
SCENARIO 1



- Reconstruction
- Resurfacing
- Paving



CITY OF LINCOLN PARK
NEW YORK AVENUE RECONSTRUCTION
HAZEL AVENUE TO HELEN AVENUE
PRELIMINARY ENGINEERS ESTIMATE

November 12, 2018

ROAD RECONSTRUCTION				
Item	Quantity	Unit	Unit Price	Total
Audio-Visual Record Prior to Construction	1	LS	\$ 2,000.00	\$ 2,000.00
Traffic Maintenance and Control	1	LS	\$ 10,000.00	\$ 10,000.00
Remove Concrete Pavement	1500	SY	\$ 7.50	\$ 11,250.00
Remove Concrete Driveway	300	SY	\$ 7.00	\$ 2,100.00
Remove Concrete Sidewalk	1000	SF	\$ 1.50	\$ 1,500.00
Maintenance Aggregate	500	CY	\$ 15.00	\$ 7,500.00
Sewer, Concrete, 12 Inch	30	LF	\$ 60.00	\$ 1,800.00
4' Diameter Catch Basin	2	EA	\$ 2,400.00	\$ 4,800.00
Drainage Structure Tap	1	EA	\$ 350.00	\$ 350.00
Roadway Station Grading	4.6	STA	\$ 3,000.00	\$ 13,800.00
Subgrade Undercutting	300	CY	\$ 30.00	\$ 9,000.00
Subgrade Underdrain, 6 Inch	1100	LF	\$ 12.00	\$ 13,200.00
Aggregate Base, 6 Inch	1600	SY	\$ 8.00	\$ 12,800.00
Concrete Pavement, 7" with Integral Curb	1500	SY	\$ 50.00	\$ 75,000.00
Concrete Sidewalk, 4"	1000	SF	\$ 6.00	\$ 6,000.00
Driveway, Concrete 6 Inch	300	SY	\$ 48.50	\$ 14,550.00
Restoration and Sprinkler Repairs	4.6	STA	\$ 2,500.00	\$ 11,500.00
ROAD RECONSTRUCTION TOTAL				\$ 197,150.00
CONTINGENCY (10%)				\$ 19,715.00
ENGINEERING AND DESIGN (9%)				\$ 17,740.00
CONSTRUCTION STAKING AND LAYOUT (2%)				\$ 3,940.00
CONSTRUCTION OBSERVATION AND TESTING (30 DAYS AT \$528/DAY)				\$ 15,840.00
CONSTRUCTION TESTING (1.5%)				\$ 2,960.00
CONSTRUCTION ADMINISTRATION (2%)				\$ 3,940.00
GRAND TOTAL				\$ 261,285.00

WATER MAIN REPLACEMENT				
Item	Quantity	Unit	Unit Price	Total
Remove Fire Hydrant Assembly	1	EA	\$ 800.00	\$ 800.00
8" PVC, C909, PC235 Water Main	500	LF	\$ 80.00	\$ 40,000.00
8" Gate Valve in Well	1	EA	\$ 8,000.00	\$ 8,000.00
Fire Hydrant Assembly	1	EA	\$ 6,000.00	\$ 6,000.00
1" Long Side Water Service	10	EA	\$ 1,500.00	\$ 15,000.00
1" Short Side Water Service	10	EA	\$ 1,000.00	\$ 10,000.00
8" Water Main Connection to Existing Mains	2	EA	\$ 5,000.00	\$ 10,000.00
Abandon Existing Water Main	1	LS	\$ 5,000.00	\$ 5,000.00
WATER MAIN REPLACEMENT TOTAL				\$ 94,800.00
CONTINGENCY (10%)				\$ 9,480.00
ENGINEERING AND DESIGN (9%)				\$ 8,530.00
CONSTRUCTION STAKING AND LAYOUT (2%)				\$ 1,900.00
CONSTRUCTION OBSERVATION AND TESTING (8 DAYS AT \$528/DAY)				\$ 4,224.00
CONSTRUCTION TESTING (1.5%)				\$ 1,420.00
CONSTRUCTION ADMINISTRATION (2%)				\$ 1,900.00
GRAND TOTAL				\$ 122,254.00

CITY OF LINCOLN PARK
HOWARD AVENUE RECONSTRUCTION
OLD GODDARD ROAD TO FORD BOULEVARD
PRELIMINARY ENGINEERS ESTIMATE
November 12, 2018

ROAD RECONSTRUCTION				
Item	Quantity	Unit	Unit Price	Total
Audio-Visual Record Prior to Construction	1	LS	\$ 2,000.00	\$ 2,000.00
Traffic Maintenance and Control	1	LS	\$ 10,000.00	\$ 10,000.00
Remove Concrete Pavement	2250	SY	\$ 7.50	\$ 16,880.00
Remove Concrete Driveway	75	SY	\$ 7.00	\$ 530.00
Remove Concrete Sidewalk	1500	SF	\$ 1.50	\$ 2,250.00
Maintenance Aggregate	500	CY	\$ 15.00	\$ 7,500.00
Sewer, Concrete, 12 Inch	30	LF	\$ 60.00	\$ 1,800.00
4' Diameter Catch Basin	2	EA	\$ 2,400.00	\$ 4,800.00
Drainage Structure Tap	1	EA	\$ 350.00	\$ 350.00
Adjust Drainage Structure	10	EA	\$ 500.00	\$ 5,000.00
Reconstruct Drainage Structure	15	VF	\$ 400.00	\$ 6,000.00
Roadway Station Grading	5.6	STA	\$ 3,000.00	\$ 16,800.00
Subgrade Undercutting	300	CY	\$ 30.00	\$ 9,000.00
Subgrade Underdrain, 6 Inch	1250	LF	\$ 12.00	\$ 15,000.00
Aggregate Base, 6 Inch	2450	SY	\$ 8.00	\$ 19,600.00
Concrete Pavement, 7" with Integral Curb	2250	SY	\$ 50.00	\$ 112,500.00
Concrete Sidewalk, 4"	1000	SF	\$ 6.00	\$ 6,000.00
Concrete Handicap Ramp, 7"	500	SF	\$ 12.50	\$ 6,250.00
Driveway, Concrete 6 Inch	75	SY	\$ 48.50	\$ 3,640.00
Restoration and Sprinkler Repairs	5.6	STA	\$ 2,500.00	\$ 14,000.00
ROAD RECONSTRUCTION TOTAL				\$ 259,900.00
CONTINGENCY (10%)				\$ 25,990.00
ENGINEERING AND DESIGN (8.5%)				\$ 22,090.00
CONSTRUCTION STAKING AND LAYOUT (2%)				\$ 5,200.00
CONSTRUCTION OBSERVATION AND TESTING (35 DAYS AT \$528/DAY)				\$ 18,480.00
CONSTRUCTION TESTING (1.5%)				\$ 3,900.00
CONSTRUCTION ADMINISTRATION (2%)				\$ 5,200.00
GRAND TOTAL				\$ 340,760.00

WATER MAIN REPLACEMENT				
Item	Quantity	Unit	Unit Price	Total
Remove Gate Valve in Well	1	EA	\$ 1,000.00	\$ 1,000.00
8" PVC, C909, PC235 Water Main	250	LF	\$ 80.00	\$ 20,000.00
8" Gate Valve in Well	1	EA	\$ 8,000.00	\$ 8,000.00
8" Water Main Connection to Existing Mains	3	EA	\$ 5,000.00	\$ 15,000.00
Abandon Existing Water Main	1	LS	\$ 5,000.00	\$ 5,000.00
WATER MAIN REPLACEMENT TOTAL				\$ 49,000.00
CONTINGENCY (10%)				\$ 4,900.00
ENGINEERING AND DESIGN (8.5%)				\$ 4,170.00
CONSTRUCTION STAKING AND LAYOUT (2%)				\$ 980.00
CONSTRUCTION OBSERVATION AND TESTING (5 DAYS AT \$528/DAY)				\$ 2,640.00
CONSTRUCTION TESTING (1.5%)				\$ 740.00
CONSTRUCTION ADMINISTRATION (2%)				\$ 980.00
GRAND TOTAL				\$ 63,410.00

CITY OF LINCOLN PARK
2019 ASPHALT RESURFACING PROGRAM
LAFAYETTE AVENUE - CHAMPAIGN TO SOUTHFIELD
CHAMPAIGN AVENUE - FORT TO FORT PARK
BUCKINGHAM AVENUE - DIX TO PORTER
WILSON AVENUE - RUSSELL TO MONTIE
PRELIMINARY ENGINEERS ESTIMATE
ASPHALT MILL AND FILL REHABILITATION

November 12, 2018

Item	Quantity	Unit	Unit Price	Total
Audio-Visual Record Prior to Construction	1	LS	\$ 2,500.00	\$ 2,500.00
Traffic Maintenance and Control	1	LS	\$ 20,000.00	\$ 20,000.00
Cold Mill Existing HMA Surface	16800	SY	\$ 2.50	\$ 42,000.00
Remove Concrete Pavement	3000	SY	\$ 17.50	\$ 52,500.00
Remove Concrete Sidewalk	7500	SF	\$ 1.50	\$ 11,250.00
Aggregate Base, 8 Inch	3000	SY	\$ 12.00	\$ 36,000.00
Concrete Pavement, 8" Base Repair	3000	SY	\$ 52.00	\$ 156,000.00
Remove and Replace Concrete Curb	1500	LF	\$ 40.00	\$ 60,000.00
Concrete Sidewalk, 4 Inch	3500	SF	\$ 6.50	\$ 22,750.00
Concrete Handicap Ramp, 7 Inch	4000	SF	\$ 15.00	\$ 60,000.00
2" HMA Wearing Course	1850	TONS	\$ 100.00	\$ 185,000.00
Adjust Existing Structure	40	EACH	\$ 550.00	\$ 22,000.00
Reconstruct Existing Structure	60	VF	\$ 350.00	\$ 21,000.00
Pavement Striping	1	LSUM	\$ 7,500.00	\$ 7,500.00
Restoration and Sprinkler Repairs	1	LSUM	\$ 10,000.00	\$ 10,000.00
ROAD RECONSTRUCTION TOTAL				\$ 708,500.00
ENGINEERING AND DESIGN (5%)				\$ 35,430.00
CONSTRUCTION OBSERVATION AND TESTING (50 DAYS AT \$528/DAY)				\$ 26,400.00
CONSTRUCTION TESTING (1.5%)				\$ 10,630.00
CONSTRUCTION ADMINISTRATION (2%)				\$ 14,170.00
GRAND TOTAL				\$ 795,130.00

CITY OF LINCOLN PARK
2019 CONCRETE SECTIONING PROGRAM
PHILOMENE AVENUE - RIOPELLE TO DIX
RIVERBANK AVENUE - LAFAYETTE TO FORT
EMMONS AVENUE - DIX TO WINCHESTER
PRELIMINARY ENGINEERS ESTIMATE
CONCRETE SECTIONING PROGRAM

November 12, 2018

Item	Quantity	Unit	Unit Price	Total
Audio-Visual Record Prior to Construction	1	LS	\$ 2,000.00	\$ 2,000.00
Traffic Maintenance and Control	1	LS	\$ 10,000.00	\$ 10,000.00
Sawcut Pavement	2500	LF	\$ 3.00	\$ 7,500.00
Remove Concrete Pavement	3200	SY	\$ 8.00	\$ 25,600.00
Epoxy Coated Dowel Bars, 5/8" Diameter	1000	EACH	\$ 3.00	\$ 3,000.00
Structure Frame and Cover	12	EACH	\$ 500.00	\$ 6,000.00
Drainage Structure Wrap	12	EACH	\$ 500.00	\$ 6,000.00
Reconstruct Existing Structure	20	VF	\$ 400.00	\$ 8,000.00
Aggregate Base, 8 Inch	3200	SY	\$ 8.00	\$ 25,600.00
Concrete Pavement, 8" Base Repair	3200	SY	\$ 55.00	\$ 176,000.00
Restoration and Sprinkler Repairs	1	LSUM	\$ 5,000.00	\$ 5,000.00
ROAD RECONSTRUCTION TOTAL				\$ 274,700.00
ENGINEERING AND DESIGN (5%)				\$ 13,740.00
CONSTRUCTION OBSERVATION AND TESTING (30 DAYS AT \$528/DAY)				\$ 15,840.00
CONSTRUCTION TESTING (1.5%)				\$ 4,120.00
CONSTRUCTION ADMINISTRATION (2%)				\$ 5,490.00
GRAND TOTAL				\$ 313,890.00



December 17, 2018

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

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

Background:

All purchases of goods or services with a value exceeding \$25,000.00 are subject to approval. A resolution has been prepared with the vendor name, a brief description and the amount of payment for your consideration.

The proposed payments are for the dates of December 4, 2018, through December 17, 2018. 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 2018/2019 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: December 17, 2018

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes
SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

RESOLVED, that the Accounts and Claims Payable for those items greater than \$25,000 be approved as follows:

BS & A Software	Annual Support/Service Fees	\$ 35,803.00
DVM Utilities Inc	SAW Grant Sanitary Sewer Cleaning & Television Investigating	\$ 25,436.29
GV Cement Contracting	Dog Pound Foundation	\$ 43,606.50
Gorno Ford Inc	(2) 2019 Ford F-550 (2) 2019 Ford F-250	\$235,852.00
Great Lakes Water Auth.	Oct 2018 Water	\$199,494.31
Hard Rock Concrete	2018 Road Reconstruction & Water main Replacement	\$243,276.51
Hennessey Engineers	General Consulting	\$ 300.08
	DSWD TAC & AWG Consulting	\$ 37.84
	SAW Grant	\$ 1,833.48
	SAW Grant Cleaning & Utilities	\$ 774.40
	Kennedy Memorial Roof	\$ 158.40
	Gohl Ave & Montie Ave	\$ 10,176.54
	Concrete Sectioning	\$ 8,522.58
	Lafayette Ave Intersection	\$ 10,127.50
	123 Net Underground	\$ 454.08
	Comcast Cable Plan Review	\$ 400.00
	Auto Repair Plan Review	\$ 250.00
		\$ 33,034.90
KS Statebank	Annual Debt Payment for Freightliner, Gap Vax Truck and Water Repair Truck	\$109,248.24
MERS	Nov 2018 Defined Benefit	\$206,503.02
City of Riverview	Oct 2018 Dumping Service	\$ 28,535.58

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/18

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

CITY MANAGER REPORT

DEPARTMENT HEAD REPORT – Library

CITIZENS COMMUNICATIONS (City related matters only.)

ORAL REPORTS OF THE MAYOR AND COUNCIL

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

**PROPOSED RESOLUTION
LINCOLN PARK CITY COUNCIL**

DATE: 12/17/18

MOVED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

SUPPORTED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

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

YES: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

NO: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes

ABSTAINED: Breeding, Higgins, Kelsey, Parkinson, Ross, Salcido, Mayor Karnes