

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, APRIL 8 , 2013 , 7: 00 PM

PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR
CHAIRPERSON OF THE EVENING: THE HONORABLE JAMES R. DESANA

ROLL CALL: BROWNING, DESANA, FRICKE, GALESKI, SABUDA, STEC

PRESENTATIONS:

PRESENTATION BY SCOTT A. GALESKI
DOWNRIVER CADET PROGRAM
PRESENTATIONS AND AWARDS TO
INSTRUCTORS

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

1. Communication from Mayor Peterson submitting various appointments to Commissions and Boards.
2. Communication from Mayor Peterson regarding the placement of signs designating the City of Wyandotte as the home of Miss Jaelyn Schultz-Miss Michigan 2013.
3. Communication from the Director of Information Technology regarding a Maintenance Agreement for City Printing Devices.
4. Communication from the Special Events Coordinator regarding the Wyandotte Street Art Fair Marketing Contract.
5. Communication from the Special Events Coordinator submitting the 2012 Calendar Year Special Event Report.

6. Communication from the Special Events Coordinator submitting the Wyandotte Street Art Fair Sponsorship Contract.

7. Communication from the Special Events Coordinator submitting the Wyandotte Street Art Fair Merchant Applications.

8. Communication from the Special Event Coordinator submitting the WSAF Lemonade Agreement.

9. Communication from the Planning Commission relative to the rezoning of property within the City of Wyandotte.

10. Communication from the City Engineer regarding the CBS Outdoor Inc. sign lease.

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	March 28, 2013	\$2,273.94
Wyandotte Recreation Commission	March 12, 2013	
Fire Commission Meeting	February 26, 2013	
Special Fire Commission Meeting	March 21, 2013	
Fire Commission Meeting	March 26, 2013	
Police Commission Meeting	March 26, 2013	
Police Commission Meeting	February 26, 2013	
Municipal Service Commission	March 19, 2013	
Planning Commission	March 21, 2013	

* PRESENTATION *

OFFICIALS

Daniel Grant
CHIEF of POLICE

S. Galeski
DETECTIVE
2015 Biddle Ave.
Wyandotte MI. 48192



Maria,

I am requesting that the Downriver Cadet Program be put on the April 8th 2013 city council agenda for our annual presentation and awards to instructors.

Thanks,

A handwritten signature in blue ink, appearing to read "Scott A. Galeski".

Detective Scott A. Galeski (734)324-4434
20th March 2013

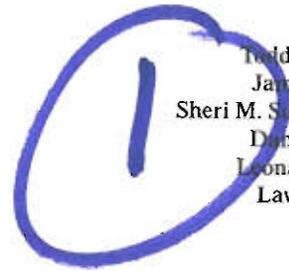
734-324-4568

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL
Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

JOSEPH R. PETERSON
MAYOR

April 4, 2013

The Honorable City Council
City of Wyandotte

Gentlemen and Madam:

I am writing to request your concurrence in the following appointments:

Beautification Commission (3 years) – Term to Expire 2016

Michael Bozymowski	859 Vinewood, Wyandotte
Denise Donlan	525 Orange, Wyandotte
Karen Tavernier	125 Vinewood, Wyandotte
Alice Ugljesa	2278 – 21 st Street, Wyandotte

Building Code Board of Appeals (2-year appointment) – Term to Expire 2015

**Greg Meyring	7958 Coventry, Grosse Ile 48138
*Jeffery Carley	604 Emmons Blvd., Wyandotte

**Engineering Department Representative *Fire Department Representative

Board of Examiners of Electricians (1 year) – Term to Expire 2014

Thomas Kaul	3115 Van Alstyne, Wyandotte
Louis Parker	518 Mulberry, Wyandotte
Mark Ramirez	2283 – 20 th Street, Wyandotte
Stanley Rutkowski	2508 – 19 th Street, Wyandotte

EDC/TIFA/BRDA (6 YEARS) – Term to Expire 2019

Stephanie Badalamente	451 Clinton, Wyandotte
Joseph Maher	326 Chestnut, Wyandotte

Municipal Service Commission (5 years) – Term to Expire 2018

Gerald Cole	424 Riverside Drive, Wyandotte
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Planning & Rehabilitation Commission (3 years) – Term to Expire 2016

Barbara Duran 3326 – 12th Street, Wyandotte
Elizabeth Krimmel 610 Highland, Wyandotte
Charles Lupo 459 Cedar, Wyandotte

Police & Fire Commission (3 years) – Term to Expire 2016

John Harris 1920 Davis Wyandotte

Recreation Commission (5 years) – Term to Expire 2018

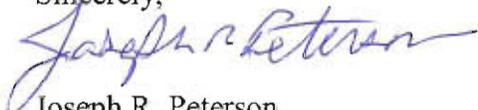
Margaret Loya 754 Riverbank, Wyandotte

Zoning Board of Appeals and Adjustment

Ted Wienclaw, 2627 – 11th Street, Wyandotte MI 48192, will replace Daniel Cusson who resigned from the Zoning Board last month. Mr. Wienclaw's term will expire May 2015.

Thanking you in advance for your support of these appointments, I remain

Sincerely,



Joseph R. Peterson
Mayor

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



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Leonard T. Sabuda
Lawrence S. Stec

JOSEPH R. PETERSON
MAYOR

April 4, 2013

The Honorable City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte MI 48192

Gentlemen and Madam:

As you are aware, one of Wyandotte's own, Miss Jaclyn Schultz, was crowned Miss Michigan 2013 last September in Port Huron.

I am asking for your support in approving the placement of signs at various entrances to our city stating that Wyandotte is "Home of 2013 Miss Michigan – Jaclyn Schultz". Once approved, the Department of Public Service will be directed to create and place the signs at designated locations in the city.

Thanking you in advance for your support, I remain

Sincerely,

A handwritten signature in black ink that reads "Joseph R. Peterson". The signature is written in a cursive, flowing style.

Joseph R. Peterson
Mayor
City of Wyandotte

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

③

MEETING DATE: April 8, 2013

AGENDA ITEM # _____

ITEM: Maintenance Agreement for City Printing Devices

PRESENTER: David Fuller, Director of Information Technology

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: A year-long audit of printing devices not under vendor maintenance agreements was conducted to determine their total cost of ownership. These devices are responsible for the majority of City printing, generate significant procurement activity, and need to be supported by technical resources. A solution to reduce actual printing cost, eliminate individual equipment purchasing, and reduce technical staffing to support these printers was sought. A strategic support strategy also allows business functions to understand the true cost of each of their printers and to realign printing activity to maximize existing investments.

STRATEGIC PLAN/GOALS: This action is in alignment with the goals of creating fiscal stability and streamlining government operations.

ACTION REQUESTED: Authorize Mayor and City Clerk to sign maintenance agreement with Michigan Office Supplies.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The maintenance agreement will begin at date of signing. Affected users will be notified on proper procedure to ensure success of the program. As printer needs change, devices can be added or removed from the agreement every 90 days.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation. *Dupdale*

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation

MAYOR'S RECOMMENDATION: Concur with recommendation. *JD*

LIST OF ATTACHMENTS: 1. Cost Comparison, 2. Maintenance Agreement 3. Printer List

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 8, 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Service Commission in the following resolution.

A Resolution authorizing the adoption of the Cable Fund Deficit Elimination Plan and that the Assistant General Manager be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

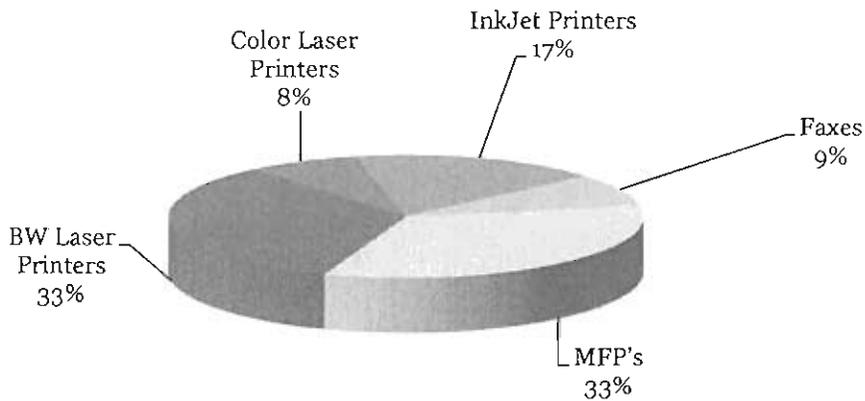
NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

Current Device Breakdown

Device Composition	
BW Laser Printers	31
Color Laser Printers	7
InkJet Printers	16
Faxes	8
MFP's	31

% of Device Composition



City of Wyandotte currently:

- The copiers are producing **45,744** black pages per month.
- The Color Copiers are producing **11,640** total pages per month

Knowing how your assets are being utilized uncovers inefficiencies and hidden costs as well as identifies cost-savings opportunities.

It maximizes human and technology resources.

Count on us.™

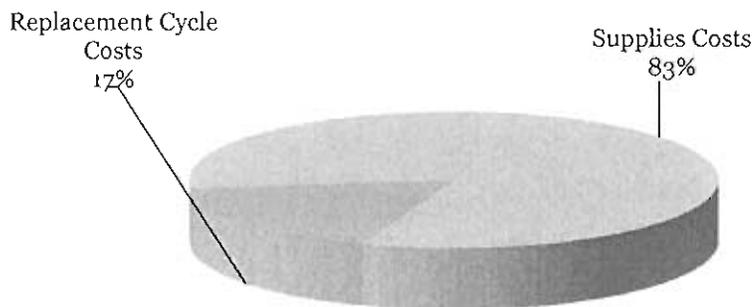


MOS
Michigan Office Solutions

A Xerox Company

Current Situation Cost Analysis	
Total Monthly Volume, per Analysis	85,839
Total Monthly Document Operating Costs	\$2,534.02
Total Cost Per Page, all inclusive	\$0.030
Equipment Leases	\$0.00
Depreciation Costs	\$0.00
Replacement Cycle Costs	\$439.07
Supply Costs	\$2,094.95
Other Costs	\$?

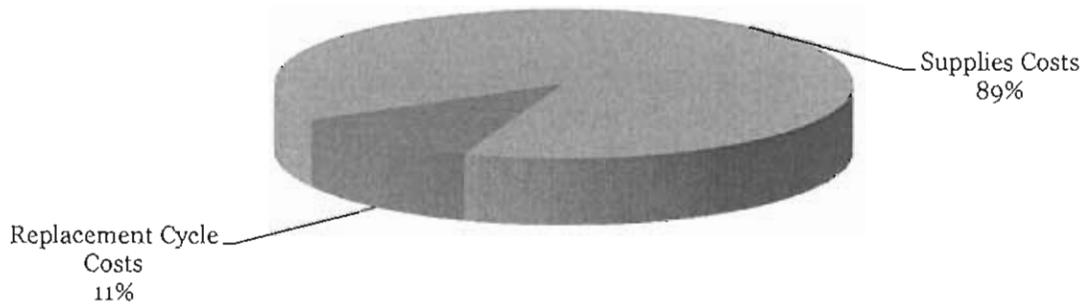
% of Document Operating Cost by Category



Current Situation Cost Analysis

Total Monthly Volume, per Analysis	2,714
Total Monthly Document Operating Costs	\$580.31
Total Cost Per Page, all inclusive	\$0.214
Replacement Cycle Costs	\$64.99
Supply Costs	\$515.32
Other Costs	\$?

% of Document Operating Cost by Category



Current Situation- LASER PRINTERS	Proposed Situation- LASER PRINTERS
Monthly B&W Laser Cost (85,839 X \$.03) \$ 2,575.17	Monthly B&W Laser Cost (85,839 X .0225) \$1,931.38
Monthly Color Cost (2,714 X \$.214) \$580.80	Monthly Color Laser Cost (2,714 X \$.18) \$488.52
Total Current Monthly Cost \$3,155.97	Total Proposed Monthly Cost \$2,419.90
Total Savings- \$736.07/month, \$8,832.84/year Total Savings- 23.3% Savings	

Understanding the total cost of ownership helps companies gain and sustain control of technology investments.

It identifies excess trouble spots and makes appropriate adjustments.

Count on us™



A Xerox Company

GMA TERMS AND CONDITIONS:

- 1 Covers all labor, parts (see front of this document for possible exclusions), travel, preventative maintenance (PM) and emergency calls at no charge. The MOS Customer Care Center is also available M-F 8-5 to assist with your equipment repairs. On site service calls, at your request, will be made during normal business hours 8:00 a.m. to 5:00 p.m. Monday thru Friday (excludes holidays). Service calls during other hours are subject to overtime charges at MOS current published rates. Only MOS's authorized personnel may perform repairs.
- 2 MOS agrees to maintain the equipment covered by this agreement in good operating condition, providing necessary maintenance, service and parts for routine repairs. MOS service representatives will perform the MOS Total Call process when providing on-site service.
- 3 A down machine is defined as any copier / fax / printer which cannot produce a copy when the start button is depressed. Failure of any accessory, i.e., Automatic Document Feeder, Finisher, ETC. shall not constitute a down machine.
- 4 Preventative Maintenance (PM) calls will not be treated as emergency calls and therefore service response time may be longer.
- 5 Availability of replacement parts and supplies shall be guaranteed for a minimum of seven (7) years from end date of production. In the event a manufacturer discontinues part or supplies for your machine this agreement will be terminated and the unused portion can be transferred to a new machine purchase from MOS.
- 6 The effective term of this contract is indicated on the front of the agreement, and is billed likewise. Pricing may change at each annual renewal, reflecting increases of not more than 15% annually. An additional aging factor may be applied to this agreement at MOS's discretion.
- 7 This contract will automatically renew each year on the anniversary date without written notice of termination from either party. 90 days written notification must be submitted by an authorized customer representative for termination of the agreement. Any charges accumulated during the 90 day period will be due upon receipt of invoice.
- 8 The minimum billing amount will be invoiced in advance. Actual copy usage over minimum will be billed in arrears.
- 9 This agreement shall be binding on and inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns.
- 10 Customer agrees to pay when due, all taxes, where applicable, relating to this agreement. If you fail to keep your account current (30 days) you will be in default and MOS may withhold service and supplies at its discretion.
- 11 Any transfer of equipment covered by this agreement to a customer other than listed in the equipment location automatically excludes such equipment from the terms of this agreement. Any damage caused by moving the equipment may be cause to void this agreement and repairs shall be at owner's expense.
- 12 This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, loss, neglect, acts of third parties, fire, water, environment, casualty or any other natural force.
- 13 Service calls determined by MOS to be the result of power fluctuations or improper power requirements will not be covered by this agreement. Also, power requirements must meet manufacturer's specifications. Charges will be on a "per call" basis.
- 14 MOS is not responsible for data or productivity which is lost due to servicing. Customer understands that MOS is not legally responsible for any damage caused by installation of computer software or peripheral computer equipment to their system. MOS will not be held liable or bear any expense for the restoration of data or necessary repairs.
- 15 Warranty - if a supply included GMA type is selected this agreement begins with the starting meter upon installation date. A GMA excluding supplies carries a 90 day warranty from date of installation. Refurbished equipment carries a 30 day warranty. All warranties exclude consumable items.
- 16 This agreement shall not cover service or maintenance necessitated by the use of supplies or peripheral equipment not approved by MOS.
- 17 The quantity of "included" supplies must be within 10% of manufacturer's yield. Any additional supplies needed will be billed at current MOS pricing.
- 18 Upon GMA cancellation, all supplies unused or unpaid for (per the conditions in 17) will be chargeable if not returned to MOS.
- 19 Consumable items include but are not limited to the following: lamps, imaging units/drums, starters/developers, EPC/OPC cartridges, black toner, color toner.
- 20 It is the customer's responsibility to provide a key operator. It is the assigned key operator's responsibility to purchase, order and install supplies. It is also the key operator's responsibility to remove misfeeds and used toner. MOS service representatives do not carry or deliver supplies (toner, staples, etc.).
- 21 For all GMA's including toner, a freight fee will be assessed based on volume of use.
- 22 Customer agrees to allow MOS to install our MOS Proactive Monitoring Software. This will be used to collect meter readings for devices on the customer's network. Should the customer elect to not have this software loaded and MOS needs to manually collect meter readings then a \$25.00 per month charge will be added to the agreement.
- 23 Submission of meter readings for devices not currently reporting to the Proactive Monitoring Software is the customer's responsibility and due upon request. Meters not provided within 5 days of the contract billing date will be estimated. No credits will be applied toward unused copy or print allowance.
- 24 Addition of Equipment - Customer is required to immediately notify MOS of any additional equipment at customer's site capable of using MOS supplied toner cartridges. This will include any new equipment added or existing equipment not included in the original contract due to errors or omissions. In the event such equipment is discovered, it will automatically be added to this agreement with the meter at the time of the discovery or as reported by our Proactive Monitoring software being used as the start for meter coverage, or be added at the current flat rate.

Bill to: City of Wyandotte Ship to: Same as Bill to
Customer Signature _____ Date _____

Schedule A of Printers Under Agreement

<u>Make</u>	<u>Model</u>	<u>Serial #</u>	<u>User</u>	<u>ID #</u>	<u>Start Meter B&W</u>	<u>Start Meter Color</u>	<u>IP Adress</u>
HP	2055dn	CNB9956037	2nd Floor side Office	A1927	43535		
HP	4240n	CNRX675749	2nd Floor engineering	A1928	98885		
Dell	1815dn	A3LFA04B5CX5530FN	2nd Floor Melanie	A1929	9007		192.168.200.212
HP	4350	USBXS27465	2nd Floor Hallway	A1930	579637		
HP	2100tn	U5GW168978	2nd Floor engineering	A1931	113240		
Lexmark	E260dn	72L590P	1st Floor Rose	A1932	24547		
HP	P3015	VNB3Y34127	1st Floor Elections	A1933	3980		
HP	5	JKHO37391	1st Floor Elections	A1934	213324		
HP	4240	CNRXR29899	1st Floor <i>DMS-Cus-Ser.</i>	A1935	523403		
HP	4240	CNRXG75446	1st Floor Janet	A1936	368823		
Lexmark	C544	9459X8K	1st Floor Cara	A1937	42597	1890	
Dell	2135cn	G3M12G1	1st Floor Valarie	A1938	42912	13926	
Xerox	3210	UAG558499	1st Floor Paula	A1939	28854		192.168.201.239
HP	4000	U5NC160200	2nd Floor Jim	A1940	955122		
HP	2840	CNJC83605N	3rd Floor Mayor	A1941	35222	26005	
HP	3550	CNBR527162	3rd Floor Mayor	A1942	25684	45997	
HP	P3015	VNBC8891LH	3rd Floor Mayor	A1943	165361		
HP	P3015	VNBC81F0YG	Biddle1 3005	A1944	75272		
Xerox	3220	UAK514533	Biddle1 3005	A1945	903		
Deil	3100cn	H5X6D41	Biddle1 3005	A1946	7295	18783	
HP	2605dn	CNHC82F3X3	Biddle1 3005	A1947	3164	6136	
HP	4550n	JPRCH33592	Biddle1 3005	A1948	17910	45170	
Xerox	3210	UAG555378	Biddle1 3005	A1949	18541		
HP	Cm2320fxi	CND998MB8L	Biddle Serge	A1950	65724	35470	
HP	2055	CNB9L09403	Records Court	A1951	25000		
HP	2015	CNB1N68682	Police Finger Print	A1952	68286		
Lexmark	T630	942K2YV	Police Booking	A1953	11495		
Dell	1710n	72BZ2CT	Court	A1954	64939		
HP	P4014n	CNDX341282	Court	A1955	3529		
HP	4240	CNRXK92189	Court	A1956	269642		
Brother	2920	000E2N369011	Court	A1957	2890		
Dell	1710n	72BZ29P	Court Admin	A1958	117290		
HP	4200tn	CNBX402691	Court Admin	A1959	389431		
Dell	1135	CWSX3M1	Judge Office	A1960	11		
Lexmark	544	94F76GT	Water Department	A1961	3157	3985	

Xerox	3210	UAG555368	Filter Plant	A1962	2977	
HP	CP3525	CNCCB170BF	Power Plant	A1963	14	576
Lexmark	E260dn	72BL27W	Power Plant	A1964	1567	
HP	3015(Fax)	MXBM154258	Power Plant	A1965	24669	
Lexmark	544	94F76CG	Power Plant-Gary	A1966	12347	8335
HP	P3015	VNBCC1F2MZ	Ford Ave Fire	00489	8032	
HP	3390	CNLJP82981	Fire 2 AC	00490	14969	
Brother	2820	000M0N687663	Fire 2 Secretary	00491	346	
HP	P3015	VNBCC1F2N0	Fire 2 Dispatch	00492	10486	
HP	2100	U5GZ293105	Fire 2 Dispatch	00493	286720	
HP	5500dn	JPHR005669	Electric	00494	80155	69255
Dell	1135	9C5X3M1	Warehouse	00495	18534	
HP	P3015	VNBCBDD261	DPS	00496	29477	
HP	2200dtn	JPGGN11664	DPS	00497	146884	
Dell	2330dn	72153XD	DPS	00498	1670	

192.168.90.51

Name _____ Title _____ Signature _____ Date _____

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- 9 This agreement shall be binding on and inure to the benefit of, the parties to it and their respective heir, legal representatives, successors and assigns.
- 10 Customer agrees to pay when due, all taxes, where applicable, relating to this agreement. If you fail to keep your account current (30 days) you will be in default and MOS may withhold service and supplies at its discretion.
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Bill to: City of Wyandotte Ship to: Same as Bill to

Customer Signature _____ Date _____

APPROVED FOR
William K. Smith

LIST OF ATTACHMENTS

2013 Drumbeaters Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 8th 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Matt Lee/Drumbeaters for marketing of the 2013 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

Drumbeaters Financial Agreement



Starting date We will begin work April 9th 2013 on behalf of The City of Wyandotte's 2013 Street Art Fair.

Project fee The project fee is \$3000 for approximately 30 hours of public relations counsel. The project fee covers the following services: general public relations strategy development and preparation; client contact and meetings; media relations and placement; editing of news releases; and general public relations counseling. While we will devise a public relations and communications strategy, we cannot guarantee media placements or any other tangible results. Please refer to addendum A. We will provide you with activity/work reports so you can track the results. We will bill you one-half of the project fee at the beginning of the engagement, which will be the starting date. Half of the agreed amount will be paid at the signing of this contract with the remaining fee paid at the conclusion of the project.

Modification of agreement This document is intended to be a full and complete agreement between us. This agreement may be modified only in writing signed by both parties. We are pleased to have the opportunity to work with you. If this proposal agrees with your expectations, please acknowledge this agreement by signing and returning the enclosed duplicate agreement.

Accepted for the City of Wyandotte

Name & signature of client _____ Date _____

Accepted for Drumbeaters

Matt Lee for Drumbeaters _____ Date _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: April 8, 2013

AGENDA ITEM #

ITEM: Special Event Office- 2012 CALENDAR YEAR SPECIAL EVENT REPORT

* on file in
City Clerk's
office.

PRESENTER: Heather A. Thiede, Special Event Coordinator

INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Event Coordinator

BACKGROUND: Herewith, please find an annual report on the 2012 calendar year events compiled by the staff of the Special Event Office. Contained therein is an overview of the City of Wyandotte's Special Events, including all marketing initiatives, individual event summaries and analysis, staff recommendations, a detailed breakdown of the Wyandotte Street Art Fair and financial information.

This is the first report of its kind from the Special Event Office. The same as with the Wyandotte Museum's Heritage Event Series Annual Report, this will become an annual account of those calendar years events.

The Special Event Office looks forward to continuing the many special events here in the city, and developing new public programs that enhance the quality of life for the citizens of our city and beyond. I submit this report for your collective review. Should you have any questions, please do not hesitate to contact me. **copy of the report is on file in the City Clerk's Office.*

STRATEGIC PLAN/GOALS: In accordance with the strategic plan; quality of life.

ACTION REQUESTED: Adopt a resolution to receive and place on file.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Receive and place on file.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: ok *S. Olydal*

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION *J. P.*

LIST OF ATTACHMENTS: 2012 Calendar Year Special Event Report

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 8, 2013

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the Special Event Coordinator in the following resolution.

A Resolution to receive and place on file the attached 2012 Calendar Year Special Event annual report.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS

2013 Integrity Show Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: March 25th 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Integrity Shows for sponsorship of the 2013 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

- Browning
- DeSana
- Fricke
- Galeski
- Sabuda
- Stec



This agreement is between Integrity Shows, 2103 Roosevelt, Ypsilanti, MI 48197 (contractor) and the City of Wyandotte, 3200 Biddle, Wyandotte, MI 48192 (city) and concerns producing the Wyandotte Street Art Fair (fair) July 10-13, 2013.

- 1) Contractor is responsible for finding family friendly sponsors for the fair.
- 2) City will pay contractor 30% of received gross sponsorship dollars for the fair. Sponsorship commission is due within seven days after the fair. City will also pay \$2500 for contractor's assistance in creating and updating the sponsorship program. This sum due upon signing of this agreement.
- 3) City will provide a list of current sponsors that are not to be approached. No commission will be paid on these sponsors. All others are to be commissioned as stated above. No sponsors may be added to this list without mutual agreement.
- 4) Due to the need to initiate sponsorship discussions as soon as practical each year, this contract will continue in force for future years until cancelled by either party by August 31 of the prior year. The contract continues into future years until such time.
- 5) Should the city choose to cancel this agreement prior to the 2014 Wyandotte Street Art Fair, city will still be responsible for paying commission on all contractor provided sponsors that renew for one additional year.
- 6) Contractor and city agree to indemnify and hold each other harmless from any and all liability, claims, demands or requirements imposed by federal or state law arising from this Agreement.
- 7) Contractor will make no representation, warranties or commitments binding the fair beyond the scale of this agreement, without the city's prior consent.
- 8) Both parties covenant, warrant and represent that they will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the each other with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, compilation processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever.
- 9) Any claim or controversy arising among or between the parties hereto and any claim or controversy arising out of or respecting any matter contained in this Agreement or any difference as to the interpretation of any of the provisions of this Agreement shall be settled by arbitration in Detroit, Michigan by an arbitrator(s) under the then prevailing rules of the American Arbitration Association. In any arbitration involving this Agreement, the arbitrator(s) shall not make any award which will alter, change, cancel or rescind any provision of the Agreement and their award shall be consistent

with the provisions of this Agreement. Any such arbitration must be commenced no later than one (1) year from the date such claim or controversy arose. The award of the arbitrator(s) shall be final and binding and judgment may be entered in any court of competent jurisdiction. In addition to the foregoing, the Company may apply to any court of appropriate jurisdiction for any of the provisional remedies it may be entitled to, including but not limited to injunction, attachment or replevin, pending the determination of any claim or controversy pursuant to the arbitration provisions of this Agreement.

- 10) Service of any and all documents and papers may be made either by Certified or Registered Mail, addressed to either party at the addresses listed in the Agreement.
- 11) The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.
- 12) This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.
- 13) There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.
- 14) If any provision of the Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- 15) This Agreement shall be governed by the laws of the State of Michigan.

Consented and Agreed to for Integrity Shows by Mark Loeb

DATE _____ SIGNATURE _____

Consented and Agreed to for City of Wyandotte by _____

DATE _____ SIGNATURE _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION



MEETING DATE: April 8th 2013

AGENDA ITEM # 7

ITEM: Wyandotte Street Art Fair Merchant Applications

PRESENTER: Heather A. Thiede, Special Events Coordinator

INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Events Coordinator

BACKGROUND: As one of the largest fine art fairs in the State of Michigan, the 52nd Annual Wyandotte Street Art Fair attracts fine artists from across the state, region and nation to showcase their work, and offers a platform to expand community awareness of the creative arts through a quality event that provides cultural enrichment to all ages in a fun and festive environment.

In an effort to maintain a high level of quality and public confidence the Wyandotte Street Art Fair (WSAF) Committee would like to implement simple rules that benefit both the public and participants alike. The below are the changes to the WSAF Merchant applications starting this year.

Merchant fees have been adjusted. Please see your attached application for relevant fees.

WBA Membership not applicable

Electrical procedure

Wyandotte Fire Department Vendor Regulations

Restaurant participation regulations

We will be allocating space using 3 selection criteria –

1. Merchants/restaurants within the art fair footprint will be given first priority,
2. Wyandotte businesses/restaurants who have commercial storefronts will be given second priority,
3. The remainder will be allocated to Wyandotte home-based businesses and outside of the city restaurants

Non-Wyandotte businesses that would like to participate as a sponsor of the Wyandotte Street Art Fair can contact my office. This would allow for acceptance into the WSAF without being subject to the progressive selection process outlined below.

With the increase in popularity over the years, the Fair is able to fund the multiple quality of life events that take place throughout the year here in the City of Wyandotte. We encourage businesses to join us and help continue the special events in our beautiful city.

STRATEGIC PLAN/GOALS: The City of Wyandotte hosts several quality of life events throughout the year. These events serve to purpose the goals of the City of Wyandotte by bringing our community together with citizen participation and supporting the local businesses and non-profit organizations.

ACTION REQUESTED: Adopt a resolution concurring with the recommendation of the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

We estimate with these application changes an estimated revenue increase at a minimum of \$5,000.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TD/ly

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: [Signature]

LIST OF ATTACHMENTS

- 2013 Wyandotte Street Art Fair Merchant Applications
- Electrical Form
- Food Criteria Form
- Wyandotte Fire Department Vendor Regulations

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 8th 2013

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the 2013 Wyandotte Street Art Fair Merchant Applications.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Browning	
	DeSana	
	Fricke	
	Galeski	
	Sabuda	
	Stec	

Wyandotte Street Art Fair Merchant Application

Round One

Merchant in the WSAF footprint

2013 Rules and Regulations: (Please keep this page for your records)

The Art Fair Committee/Staff are responsible for organizing and supervising the WSAF. Our goal is to maintain a high level of quality and public confidence by providing simple rules that benefit both the public and participants alike. Thank you for your continued efforts to make this event such a success!

ELIGIBILITY: Merchants whose brick and mortar business is within the WSAF footprint. Footprint: Eureka to Oak and Van Alstyne to the alley behind 1st Street.

SECURITY TEAM/ VIOLATION OFFICERS:

The Wyandotte Street Art Fair Committee/Staff provides the Security Team and Violation Officers to assist in maintaining the rules and safety of the fair.

DISMISSAL:

Any violation of these rules and regulations or other applicable city/state/county ordinances will result in immediate dismissal from the fair.

SPACE:

Sidewalk space in front of businesses: If your business is located in the Art Fair area, you must apply to use the sidewalk space in front by application date; if space is not applied for by date, space will then revert back to the WSAF Board/Staff.

Please see the below regulations:

- Exhibitor's booth must not interfere with adjacent exhibitors in any way
- All exhibitors are to stay within the overall family theme of the show
- You may not sell, divide/or otherwise subcontract space to another business
- No merchandise is allowed outside of booth area
- Booths must be kept neat and attractive at all times during the Fair

HOLD HARMLESS/INSURANCE:

You must file a Hold Harmless Agreement (attached) with the City of Wyandotte. The merchant shall procure and maintain (copy to be submitted to the Art Fair Committee by April 29, 2013) for the duration of the fair bodily injury and property damage liability insurance in the amount of no less than \$1,000,000 combined single limit. The City of Wyandotte, Wyandotte Art Fair Committee must be named as additional insured on the insurance policy. If you do not submit the requested insurance you will not be allowed to participate in the Wyandotte Street Art Fair.

HOW DO I APPLY?

- Complete and return the application form by the deadline
- Submit a completed Hold Harmless Agreement (see the backside of the application). Your application will NOT be accepted without a completed Hold Harmless
- Submit the requested Liability Insurance, Your application will NOT be accepted without a copy of your insurance with the requested information added
- Include your check or money order with your application
- Acceptance or denial of application notification will be mailed to you

WHAT CAN I SELL?

- Sell only items and offer services pertaining to your YEAR ROUND stock inventory and services.
- Items to be sold are subject to Art Fair Board/Staff approval before and during the fair.
- List items and/or services in the space provided with your application.
- Remove items upon request of any Art Fair Board representative or Staff member. NOTE: You may receive a violation notice for displaying items not listed on your application. If the problem is not resolved promptly, WSAF Security may ticket you AND you may forfeit the right to participate in next year's fair.

ELECTRICAL HOOK UP:

- Merchants must apply for electrical hook up in this application and fill out what it will be used for. Merchants will be charged a \$60 deposit for the electrical box. Please make this a separate check made payable to "The City of Wyandotte". This check will be returned to you once the box is returned to the Special Event Staff at the end of the fair. If this box is not returned by the time and date noted on your acceptance information, your \$60 deposit will be forfeit.
- If you have any questions about this new process you can contact the Special Event Coordinator, Heather Thiede at hthiede@wyan.org or 734-324-4502.

WHAT IS NOT ALLOWED?

You may NOT make private arrangements allowing others to use the sidewalk space in front of your business. *If you sell someone else's merchandise in your business, this does not make them eligible to participate in the fair.* All businesses that are granted space must have a legal business name and business location. Businesses that are provided Art Fair spaces must be the business that applied for the space.



Sidewalk Space Only!





If you have any questions or concerns, contact:
 Wyandotte Street Art Fair
 2624 Biddle Avenue
 Wyandotte, Michigan
 734.324.4502
 hthiede@wyan.org



Wyandotte Street Art Fair
 July 10, 11, 12 & 13th 2013

First Name: _____ Last Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

Website: _____

Would you like you entire store front for the 2013 Wyandotte Street Art Fair (WSAF) Yes: _____ No: _____

Would you like an additional 10 x 10 space (at a charge of \$75 per space) Yes: _____ No: _____

Does your booth require electrical hook up? Yes: _____ No: _____ If so, what will you be using the electrical hook up for? **Individual checks must be written for each fee. Make all checks payable to: City of Wyandotte**
 Please be specific: * *Please fill out attached electrical form as well as the below:*

Would you like a specific location in the fair?* If so, where? _____

**Staff will do their very best to accommodate every booth location request, but spaces are not guaranteed.*

Your signature below indicates that you have read and agreed to abide by City of Wyandotte Street Art Fair rules pertaining to sidewalk usage during the Wyandotte Street Art Fair, including Wyandotte Fire Department Vendor Regulations. I understand that if I am a participant, I agree that photographs, videos or slides of me or my merchandise may be used by the Wyandotte Street Art Fair Committee for promotional purposes. The Wyandotte Street Art Fair will not be responsible for any injury that may arise to exhibitors/merchants or to guests while they are within the space set aside for exhibitor/merchant, or for loss or damage to any property from any cause whatsoever during the period of the Art Fair. I agree to hold the Wyandotte Street Art Fair harmless in any such situation. I understand that violation of said rules will cause immediate dismissal without reimbursement of any paid fee.

Signature _____ Date _____ Time _____

Deadline - April 19th

Wyandotte Street Art Fair Merchant Application

Round One

Restaurant in WSAF footprint

2013 Rules and Regulations: (Please keep this page for your records)

The Art Fair Committee/Staff are responsible for organizing and supervising the WSAF. Our goal is to maintain a high level of quality and public confidence by providing simple rules that benefit both the public and participants alike. Thank you for your continued efforts to make this event such a success!

ELIGIBILITY: Merchants who's brick and mortar business is within the WSAF footprint. Footprint: Eureka to Oak and Van Alstyne to the alley behind 1st Street.

SECURITY TEAM/ VIOLATION OFFICERS:

The Wyandotte Street Art Fair Committee/Staff provides the Security Team and Violation Officers to assist in maintaining the rules and safety of the fair.

DISMISSAL: Any violation of these rules and regulations or other applicable city/state/county ordinances will result in immediate dismissal from the fair.

SPACE: Sidewalk space in front of businesses: If your business is located in the Art Fair area, you must apply to use the sidewalk space in front by application date; if space is not applied for by date, space will then revert back to the WSAF Board/Staff.

Please see the below regulations:

- Exhibitor's booth must not interfere with adjacent exhibitors in any way
- All exhibitors are to stay within the overall family theme of the show
- You may not sell, divide/or otherwise subcontract space to another business
- No merchandise is allowed outside of booth area
- Booths must be kept neat and attractive at all times during the Fair

HOLD HARMLESS/INSURANCE: You must file a Hold Harmless Agreement (attached) with the City of Wyandotte. The merchant shall procure and maintain (copy to be submitted to the Art Fair Committee by April 29, 2013) for the duration of the fair bodily injury and property damage liability insurance in the amount of no less than \$1,000,000 combined single limit. The City of Wyandotte and Wyandotte Art Fair Committee must be named as additional insured on the insurance policy. If you do not submit the requested insurance you will not be allowed to participate in the Wyandotte Street Art Fair.

HOW DO I APPLY?

- Complete and return the application form by the deadline
- Submit a completed Hold Harmless Agreement (see the backside of the application) Your application will NOT be accepted without a completed Hold Harmless
- Submit the requested Liability Insurance, Your application will NOT be accepted without a copy of your insurance with the requested information added
- Include your check or money order with your application
- Acceptance or denial of application notification will be mailed to you

WHAT CAN I SELL?

- Sell only items and offer services pertaining to your YEAR ROUND stock inventory and services
- Items to be sold are subject to Art Fair Board/Staff approval before and during the fair
- List items and/or services in the space provided with your application
- Remove items upon request if any Art Fair Board representative or Staff member. NOTE: You may receive a violation notice for displaying items not listed on your application. If the problem is not resolved promptly, WSAF Security may ticket you AND you may forfeit the right to participate in next year's fair

ELECTRICAL HOOK UP:

- Merchants must apply for electrical hook up in this application and fill out what it will be used for. Merchants will be charged a \$60 deposit for the electrical box. Please make this a separate check made payable to "The City of Wyandotte". This check will be returned to you once the box is returned to the Special Event Staff at the end of the fair. If this box is not returned by the time and date noted on your acceptance information, your \$60 deposit will be forfeit.
- If you have any questions about this new process you can contact the Special Event Coordinator, Heather Thiede at hthiede@wyan.org or 734-324-4502

MENU: A complete menu and price list must be submitted with your application

TRAILER DESIGN: Submit a sketch or photo including dimensions of your booth

WHAT IS NOT ALLOWED?

You may NOT make private arrangements allowing others to use the sidewalk space in front of your business. *If you sell someone else's merchandise in your business, this does not make them eligible to participate in the fair.* All businesses that are granted space must have a legal business name and business location. Businesses that are provided Art Fair spaces must be the business that applied for the space.

CLEAN UP: Food Vendors will be responsible for the periodic removal of their own trash during the event as well as the cleaning of their space at the close of the Art Fair on each day of the event. Vendors who do not meet cleanliness requirements will not be allowed to participate in any future event. All materials are to be removed at the end of the event. All materials, storage and operations, including prep and clean up, must remain within the booth space. Please remove grease containers from site after event. **DO NOT POOR GREASE DOWN THE SEWER DRAINS!** Merchants are also responsible for providing electrical cord and water hose covers (Rugs will not be accepted and will be checked throughout the fair.)



If you have any questions or concerns, contact:
 Wyandotte Street Art Fair
 2624 Biddle Avenue
 Wyandotte, Michigan
 734.324.4502
 hthiede@wyan.org



Wyandotte Street Art Fair
 July 10, 11, 12 & 13th 2013

First Name: _____ Last Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

Website: _____

Would you like your entire store front for the 2013 Wyandotte Street Art Fair (WSAF) Yes: _____ No: _____

Would you like an additional 10 x 10 space (at a charge of \$75 per space) Yes: _____ No: _____

Does your booth require electrical hook up? Yes: _____ No: _____ If so, what will you be using the electrical hook up for? **Individual checks must be written for each fee. Make all checks payable to: City of Wyandotte.**
Please fill out attached electrical form as well as the below:

Would you like a specific location in the fair?* If so, where? _____

**Staff will do their very best to accommodate every booth location request, but spaces are not guaranteed.*

Your signature below indicates that you have read and agreed to abide by City of Wyandotte Street Art Fair rules pertaining to sidewalk usage during the Wyandotte Street Art Fair, including Wyandotte Fire Department Vendor Regulations. I understand that if I am a participant, I agree that photographs, videos or slides of me or my merchandise may be used by the Wyandotte Street Art Fair Committee for promotional purposes. The Wyandotte Street Art Fair will not be responsible for any injury that may arise to exhibitors/merchants or to guests while they are within the space set aside for exhibitor/merchant, or for loss or damage to any property from any cause whatsoever during the period of the Art Fair. I agree to hold the Wyandotte Street Art Fair harmless in any such situation. I understand that violation of said rules will cause immediate dismissal without reimbursement of any paid fee.

Signature _____

Date _____

Time _____

Deadline - April 19th

Wyandotte Street Art Fair 2624 Biddle Avenue Wyandotte, Mi. 48192 734.324.4502 hthiede@wyan.org

Wyandotte Street Art Fair Merchant Application

Round Two

Wyandotte Businesses—Brick and Mortar

2013 Rules and Regulations: (Please keep this page for your records)

The Art Fair Committee/Staff are responsible for organizing and supervising the WSAF. Our goal is to maintain a high level of quality and public confidence by providing simple rules that benefit both the public and participants alike. Thank you for your continued efforts to make this event such a success!

ELIGIBILITY: Any brick and mortar business within the City of Wyandotte.

SECURITY TEAM/ VIOLATION OFFICERS:

The Wyandotte Street Art Fair Committee/Staff provides the Security Team and Violation Officers to assist in maintaining the rules and safety of the fair.

DISMISSAL:

Any violation of these rules and regulations or other applicable city/state/county ordinances will result in immediate dismissal from the fair.

SPACE:

Sidewalk space in the Wyandotte Street Art Fair is at a minimum and is first come first serve in the Round Two process. Space is not guaranteed.

Please see the below regulations:

- Exhibitor's booth must not interfere with adjacent exhibitors in any way
- All exhibitors are to stay with in the overall family theme of the show
- You may not sell, divide, or otherwise subcontract space to another business
- No merchandise is allowed outside of booth area.
- Booths must be kept neat and attractive at all times during the Fair

HOLD HARMLESS/INSURANCE:

You must file a Hold Harmless Agreement (attached) with the City of Wyandotte. The merchant shall procure and maintain (copy to be submitted to the Art Fair Committee by April 29, 2013) for the duration of the fair bodily injury and property damage liability insurance in the amount of no less than \$1,000,000 combined single limit. The City of Wyandotte and Wyandotte Art Fair Committee must be named as additional insured on the insurance policy. If you do not submit the requested insurance you will not be allowed to participate in the Wyandotte Street Art Fair.

HOW DO I APPLY?

- Complete and return the application form by the deadline
- Submit a completed Hold Harmless Agreement (see the backside of the application). Your application will NOT be accepted without a completed Hold Harmless
- Submit the requested Liability Insurance, Your application will NOT be accepted without a copy of your insurance with the requested information added
- Include your check or money order with your application
- Acceptance or denial of application notification will be mailed to you

WHAT CAN I SELL?

- Sell only items and offer services pertaining to your YEAR ROUND stock inventory and services
- Items to be sold are subject to Art Fair Board/Staff approval before and during the fair
- List items and/or services in the space provided with your application
- Remove items upon request of any Art Fair Board representative or Staff member. NOTE: You may receive a violation notice for displaying items not listed on your application. If the problem is not resolved promptly, WSAF Security may ticket you AND you may forfeit the right to participate in next year's fair

ELECTRICAL HOOK UP:

- Merchants must apply for electrical hook up in this application and fill out what it will be used for. Merchants will be charged a \$60 deposit for the electrical box. Please make this a separate check made payable to "The City of Wyandotte". This check will be returned to you once the box is returned to the Special Event Staff at the end of the fair. If this box is not returned by the time and date noted on your acceptance information, your \$60 deposit will be forfeit.
- If you have any questions about this new process you can contact the Special Event Coordinator, Heather Thiede, at bthiede@wyan.org or 734-324-4502.

WHAT IS NOT ALLOWED?

You may NOT make private arrangements allowing others to use the sidewalk space in front of your business. *If you sell someone else's merchandise in your business, this does not make them eligible to participate in the fair.* All businesses that are granted space must have a legal business name and business location. Businesses that are provided Art Fair spaces must be the business that applied for the space.



Sidewalk Space Only!





If you have any questions or concerns, contact:
 Wyandotte Street Art Fair
 2624 Biddle Avenue
 Wyandotte, Michigan
 734.324.4502
 hthiede@wyan.org



Wyandotte Street Art Fair
 July 10, 11, 12 & 13th 2013

First Name: _____ Last Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

Website: _____

A 10 x 10 space is a charge of \$150, please make your checks payable to the City of Wyandotte. # _____
 Round Two businesses receive a significant discount in booth fee during the WSAF. office use

Does your booth require electrical hook up? Yes: _____ No: _____ If so, what will you be using the electrical hook up for? **Individual checks must be written for each fee.** Please be specific: * *Please fill out attached electrical form as well as the below:*

Would you like a specific location in the fair?* If so, where? _____

**Staff will do their very best to accommodate every booth location request, but spaces are not guaranteed.*

Your signature below indicates that you have read and agreed to abide by City of Wyandotte Street Art Fair rules pertaining to sidewalk usage during the Wyandotte Street Art Fair, including Wyandotte Fire Department Vendor Regulations. I understand that if I am a participant, I agree that photographs, videos or slides of me or my merchandise may be used by the Wyandotte Street Art Fair Committee for promotional purposes. The Wyandotte Street Art Fair will not be responsible for any injury that may arise to exhibitors/merchants or to guests while they are within the space set aside for exhibitor/merchant, or for loss or damage to any property from any cause whatsoever during the period of the Art Fair. I agree to hold the Wyandotte Street Art Fair harmless in any such situation. I understand that violation of said rules will cause immediate dismissal without reimbursement of any paid fee.

Signature _____

Date _____

Time _____

Deadline—May 3rd

Wyandotte Street Art Fair Merchant Application

Round Two—Restaurant

Wyandotte Businesses—Brick and Mortar

2013 Rules and Regulations: (Please keep this page for your records)

The Art Fair Committee/Staff are responsible for organizing and supervising the WSAF. Our goal is to maintain a high level of quality and public confidence by providing simple rules that benefit both the public and participants alike. Thank you for your continued efforts to make this event such a success!

ELIGIBILITY: Any brick and mortar RESTAURANT within the City of Wyandotte.

SECURITY TEAM/ VIOLATION OFFICERS:

The Wyandotte Street Art Fair Committee/Staff provides the Security Team and Violation Officers to assist in maintaining the rules and safety of the fair.

DISMISSAL: Any violation of these rules and regulations or other applicable city/state/country ordinances will result in immediate dismissal from the fair.

SPACE: Sidewalk space in the Wyandotte Street Art Fair is at a minimum and is first come first serve in the Round Two process. Space is not guaranteed.

Please see the below regulations:

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- All exhibitors are to stay with in the overall family theme of the show
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- No merchandise is allowed outside of booth area
- Booths must be kept neat and attractive at all times during the Fair

HOLD HARMLESS/INSURANCE: You must file a Hold Harmless Agreement (attached) with the City of Wyandotte. The merchant shall procure and maintain (copy to be submitted to the Art Fair Committee by April 29, 2013) for the duration of the fair bodily injury and property damage liability insurance in the amount of no less than \$1,000,000 combined single limit. The City of Wyandotte and Wyandotte Art Fair Committee must be named as additional insured on the insurance policy. If you do not submit the requested insurance you will not be allowed to participate in the Wyandotte Street Art Fair.

HOW DO I APPLY?

- Complete and return the application form by the deadline
- Submit a completed Hold Harmless Agreement (see the backside of the application). Your application will NOT be accepted without a completed Hold Harmless
- Submit the requested Liability Insurance, Your application will NOT be accepted without a copy of your insurance with the requested information added
- Include your check or money order with your application
- Acceptance or denial of application notification will be mailed to you

WHAT CAN I SELL?

- Sell only items and offer services pertaining to your YEAR ROUND stock inventory and services
- Items to be sold are subject to Art Fair Board/Staff approval before and during the fair
- List items and/or services in the space provided with your application
- Remove items upon request of any Art Fair Board representative or Staff member. NOTE: You may receive a violation notice for displaying items not listed on your application. If the problem is not resolved promptly, WSAF Security may ticket you AND you may forfeit the right to participate in next year's fair

ELECTRICAL HOOK UP:

- Merchants must apply for electrical hook up in this application and fill out what it will be used for. Merchants will be charged a \$60 deposit for the electrical box. Please make this a separate check made payable to "The City of Wyandotte". This check will be returned to you once the box is returned to the Special Event Staff at the end of the fair. If this box is not returned by the time and date noted on your acceptance information, your \$60 deposit will be forfeit.
- If you have any questions about this new process you can contact the Special Event Coordinator, Heather Thiede, at hthiede@wyan.org or 734-324-4502

MENU: A complete menu and price list must be submitted with your application

TRAILER DESIGN: Submit a sketch or photo including dimensions of your booth

WHAT IS NOT ALLOWED?

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CLEAN UP: Food Vendors will be responsible for the periodic removal of their own trash during the event as well as the cleaning of their space at the close of the Art Fair on each day of the event. Vendors who do not meet cleanliness requirements will not be allowed to participate in any future event. All materials are to be removed at the end of the event. All materials, storage and operations, including prep and clean up, must remain within the booth space. Please remove grease containers from site after event. DO NOT POOR GREASE DOWN THE SEWER DRAINS! Merchants are also responsible for providing electrical cord and water hose covers (Rugs will not be accepted and will be checked throughout the fair.)



If you have any questions or concerns, contact:
 Wyandotte Street Art Fair
 2624 Biddle Avenue
 Wyandotte, Michigan
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 hthiede@wyan.org



Wyandotte Street Art Fair
 July 10, 11, 12 & 13th 2013

First Name: _____ Last Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

Website: _____

A 10 x 10 space is a charge of \$150, please make your checks payable to the City of Wyandotte. # _____

Round Two businesses receive a significant discount in booth fee during the WSAF *For office use*

Does your booth require electrical hook up? Yes: _____ No: _____ If so, what will you be using the electrical hook up for? **Individual checks must be written for each fee. Make all checks payable to: City of Wyandotte.**
Please fill out attached electrical form as well as the below:

Would you like a specific location in the fair?* If so, where? _____

**Staff will do their very best to accommodate every booth location request, but spaces are not guaranteed.*

Your signature below indicates that you have read and agreed to abide by City of Wyandotte Street Art Fair rules pertaining to sidewalk usage during the Wyandotte Street Art Fair, including Wyandotte Fire Department Vendor Regulations. I understand that if I am a participant, I agree that photographs, videos or slides of me or my merchandise may be used by the Wyandotte Street Art Fair Committee for promotional purposes. The Wyandotte Street Art Fair will not be responsible for any injury that may arise to exhibitors/merchants or to guests while they are within the space set aside for exhibitor/merchant, or for loss or damage to any property from any cause whatsoever during the period of the Art Fair. I agree to hold the Wyandotte Street Art Fair harmless in any such situation. I understand that violation of said rules will cause immediate dismissal without reimbursement of any paid fee.

Signature _____ Date _____ Time _____

Deadline - May 3rd

Wyandotte Street Art Fair Merchant Application

Round Three

Wyandotte Home-based businesses

2013 Rules and Regulations: (Please keep this page for your records)

The Art Fair Committee/Staff are responsible for organizing and supervising the WSAF. Our goal is to maintain a high level of quality and public confidence by providing simple rules that benefit both the public and participants alike. Thank you for your continued efforts to make this event such a success!

ELIGIBILITY: Any City of Wyandotte Home based business.

SECURITY TEAM/ VIOLATION OFFICERS:

The Wyandotte Street Art Fair Committee/Staff provides the Security Team and Violation Officers to assist in maintaining the rules and safety of the fair.

DISMISSAL:

Any violation of these rules and regulations or other applicable city/state/county ordinances will result in immediate dismissal from the fair.

SPACE:

Sidewalk space in the Wyandotte Street Art Fair is at a minimum and is first come first serve in the Round Two and Three processes. Space is not guaranteed.

Please see the below regulations:

- Exhibitor's booth must not interfere with adjacent exhibitors in any way
- All exhibitors are to stay with in the overall family theme of the show
- You may not sell, divide, or otherwise subcontract space to another business
- No merchandise is allowed outside of booth area
- Booths must be kept neat and attractive at all times during the Fair

HOLD HARMLESS/INSURANCE:

You must file a Hold Harmless Agreement (attached) with the City of Wyandotte. The merchant shall procure and maintain (copy to be submitted to the Art Fair Committee by April 29, 2013) for the duration of the fair bodily injury and property damage liability insurance in the amount of no less than \$1,000,000 combined single limit. The City of Wyandotte and Wyandotte Art Fair Committee must be named as additional insured on the insurance policy. If you do not submit the requested insurance you will not be allowed to participate in the Wyandotte Street Art Fair.

HOW DO I APPLY?

- Complete and return the application form by the deadline
- Submit a completed Hold Harmless Agreement (see the backside of the application) Your application will NOT be accepted without a completed Hold Harmless
- Submit the requested Liability Insurance. Your application will NOT be accepted without a copy of your insurance with the requested information added
- Include your check or money order with your application
- Acceptance or denial of application notification will be mailed to you

WHAT CAN I SELL?

- Sell only items and offer services pertaining to your YEAR ROUND stock inventory and services
- Items to be sold are subject to Art Fair Board/Staff approval before and during the fair
- List items and/or services in the space provided with your application
- Remove items upon request if any Art Fair Board representative or Staff member. NOTE: You may receive a violation notice for displaying items not listed on your application. If the problem is not resolved promptly, WSAF Security may ticket you AND you may forfeit the right to participate in next year's fair

ELECTRICAL HOOK UP:

- Merchants must apply for electrical hook up in this application and fill out what it will be used for. Merchants will be charged a \$60 deposit for the electrical box. Please make this a separate check made payable to "The City of Wyandotte". This check will be returned to you once the box is returned to the Special Event Staff at the end of the fair. If this box is not returned by the time and date noted on your acceptance information, your \$60 deposit will be deposited
- If you have any questions about this new process you can contact the Special Event Coordinator, Heather Thiede, at hthiede@wyan.org or 734-324-4502

WHAT IS NOT ALLOWED?

You may NOT make private arrangements allowing others to use the sidewalk space in front of your business. *If you sell someone else's merchandise in your business, this does not make them eligible to participate in the fair.* All businesses that are granted space must have a legal business name and business location. Businesses that are provided Art Fair spaces must be the business that applied for the space.



Sidewalk Space Only!





If you have any questions or concerns, contact:
 Wyandotte Street Art Fair
 2624 Biddle Avenue
 Wyandotte, Michigan
 734.324.4502
 hthiede@wyan.org



Wyandotte Street Art Fair
 July 10, 11, 12 & 13th 2013

First Name: _____ Last Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

Website: _____

A 10 x 10 space is a charge of \$250, please make your checks payable to the City of Wyandotte. # _____

For office use

Does your booth require electrical hook up? Yes: _____ No: _____ If so, what will you be using the electrical hook up for? **Individual checks must be written for each fee.** Please be specific: * *Please fill out attached electrical form as well as the below:*

Would you like a specific location in the fair?* If so, where? _____

**Staff will do their very best to accommodate every booth location request, but spaces are not guaranteed.*

Your signature below indicates that you have read and agreed to abide by City of Wyandotte Street Art Fair rules pertaining to sidewalk usage during the Wyandotte Street Art Fair, including Wyandotte Fire Department Vendor Regulations. I understand that if I am a participant, I agree that photographs, videos or slides of me or my merchandise may be used by the Wyandotte Street Art Fair Committee for promotional purposes. The Wyandotte Street Art Fair will not be responsible for any injury that may arise to exhibitors/merchants or to guests while they are within the space set aside for exhibitor/merchant, or for loss or damage to any property from any cause whatsoever during the period of the Art Fair. I agree to hold the Wyandotte Street Art Fair harmless in any such situation. I understand that violation of said rules will cause immediate dismissal without reimbursement of any paid fee.

Signature

Date

Time

Deadline—May 10th

Wyandotte Street Art Fair Merchant Application

Round Three—Food Vendor

Please submit a copy of your food license with this app.

2013 Rules and Regulations: (Please keep this page for your records)

The Art Fair Committee/Staff are responsible for organizing and supervising the WSAF. Our goal is to maintain a high level of quality and public confidence by providing simple rules that benefit both the public and participants alike. Thank you for your continued efforts to make this event such a success!

ELIGIBILITY: Any restaurant or food vendor that has a business outside the City of Wyandotte.

SECURITY TEAM/ VIOLATION OFFICERS:

The Wyandotte Street Art Fair Committee/Staff provides the Security Team and Violation Officers to assist in maintaining the rules and safety of the fair.

DISMISSAL: Any violation of these rules and regulations or other applicable city/state/county ordinances will result in immediate dismissal from the fair.

SPACE: Sidewalk space in the Wyandotte Street Art Fair is at a minimum and is first come first serve in the Round Two and Three processes. Space is not guaranteed.

Please see the below regulations:

- Exhibitor's booth must not interfere with adjacent exhibitors in any way
- All exhibitors are to stay with in the overall family theme of the show
- You may not sell, divide/or otherwise subcontract space to another business
- No merchandise is allowed outside of booth area
- Booths must be kept neat and attractive at all times during the Fair

HOLD HARMLESS/INSURANCE: You must file a Hold Harmless Agreement (attached) with the City of Wyandotte. The merchant shall procure and maintain (copy to be submitted to the Art Fair Committee by April 29, 2013) for the duration of the fair bodily injury and property damage liability insurance in the amount of no less than \$1,000,000 combined single limit. The City of Wyandotte, Wyandotte Art Fair Committee must be named as additional insured on the insurance policy. If you do not submit the requested insurance you will not be allowed to participate in the Wyandotte Street Art Fair.

HOW DO I APPLY?

- Complete and return the application form by the deadline
- Submit a completed Hold Harmless Agreement (see the backside of the application). Your application will NOT be accepted without a completed Hold Harmless
- Submit the requested Liability Insurance. Your application will NOT be accepted without a copy of your insurance with the requested information added
- Include your check or money order with your application
- Acceptance or denial of application notification will be mailed to you

WHAT CAN I SELL?

- Sell only items and offer services pertaining to your YEAR ROUND stock inventory and services
- Items to be sold are subject to Art Fair Board/Staff approval before and during the fair
- List items and/or services in the space provided with your application
- Remove items upon request if any Art Fair Board representative or Staff member. NOTE: You may receive a violation notice for displaying items not listed on your application. If the problem is not resolved promptly, WSAF Security may ticket you AND you may forfeit the right to participate in next year's fair

ELECTRICAL HOOK UP:

- Merchants must apply for electrical hook up in this application and fill out what it will be used for. Merchants will be charged a \$60 deposit for the electrical box. Please make this a separate check made payable to "The City of Wyandotte". This check will be returned to you once the box is returned to the Special Event Staff at the end of the fair. If this box is not returned by the time and date noted on your acceptance information, your \$60 deposit will be deposited.
- If you have any questions about this new process you can contact the Special Event Coordinator, Heather Thiede, at hthiede@wyan.org or 734-324-4502

MENU: A complete menu and price list must be submitted with your application

TRAILER DESIGN: Submit a sketch or photo including dimensions of your booth

WHAT IS NOT ALLOWED?

You may NOT make private arrangements allowing others to use the sidewalk space in front of your business. *If you sell someone else's merchandise in your business, this does not make them eligible to participate in the fair.* All businesses that are granted space must have a legal business name and business location. Businesses that are provided Art Fair spaces must be the business that applied for the space.

CLEAN UP: Food Vendors will be responsible for the periodic removal of their own trash during the event as well as the cleaning of their space at the close of the Art Fair on each day of the event. Vendors who do not meet cleanliness requirements will not be allowed to participate in any future event. All materials are to be removed at the end of the event. All materials, storage and operations, including prep and clean up, must remain within the booth space. Please remove grease containers from site after event. **DO NOT POOR GREASE DOWN THE SEWER DRAINS!** Merchants are also responsible for providing electrical cord and water hose covers (Rugs will not be accepted and will be checked throughout the fair.)



If you have any questions or concerns, contact:
 Wyandotte Street Art Fair
 2624 Biddle Avenue
 Wyandotte, Michigan
 734.324.4502
 hthiede@wyan.org



Wyandotte Street Art Fair
 July 10, 11, 12 & 13th 2013

First Name: _____ Last Name: _____

Business Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

Website: _____

Please fill out the attached Food Vendor Check List, this list will determine your booth fee. Once you have returned your application, electrical form and Food Vendor Check List and if you have been approved to join us at the WSAF, a copy of your invoice will be sent to you via the postal service with acceptance information.

Does your booth require electrical hook up? Yes: _____ No: _____ If so, what will you be using the electrical hook up for? **Individual checks must be written for each fee. Make all checks payable to: City of Wyandotte. Please fill out attached electrical form as well as the below:**

Would you like a specific location in the fair?* If so, where? _____

**Staff will do their very best to accommodate every booth location request, but spaces are not guaranteed.*

Your signature below indicates that you have read and agreed to abide by City of Wyandotte Street Art Fair rules pertaining to sidewalk usage during the Wyandotte Street Art Fair, including Wyandotte Fire Department Vendor Regulations. I understand that if I am a participant, I agree that photographs, videos or slides of me or my merchandise may be used by the Wyandotte Street Art Fair Committee for promotional purposes. The Wyandotte Street Art Fair will not be responsible for any injury that may arise to exhibitors/merchants or to guests while they are within the space set aside for exhibitor/merchant, or for loss or damage to any property from any cause whatsoever during the period of the Art Fair. I agree to hold the Wyandotte Street Art Fair harmless in any such situation. I understand that violation of said rules will cause immediate dismissal without reimbursement of any paid fee.

Signature _____ Date _____ Time _____

Deadline May 10th

Food Vendor Evaluation Criteria

1. How much prep is needed for your food?
 - a. Reheated in microwave or roaster oven? 0 points.
 - b. Assembled on site? 1 point.
 - c. Fried or cooked (from raw ingredients) on site? 2 points.

2. What utilities are needed for your food?
 - a. No utilities needed. 0 points.
 - b. Electric – 120 v - 1 to 2 plugs 1 point.
 - c. Electric – 240 v at 50 amp 2 points.
 - d. Water. 2 points.

3. What size is your tent/trailer
 - a. 10x10. 1 point.
 - b. 10x20. 2 points.
 - c. Larger. 4 points.

Total: _____

WYANDOTTE MUNICIPAL SERVICE-SPECIAL EVENT ELECTRICAL APPLICATION FORM

SERVICES OFFERED:

120 Volt Standard receptacle – 3 Prong grounded only – Fuse Protected.

240 Volt Standard stove type receptacle – 3 Prong grounded only – Fuse protected. Oak St parking only.

240 Volt – 3 Prong twist lock – 50 Amp receptacle – (Female).

All electrical power shall be turned on 2 hours prior to the start of the event. Early turn-on requests will require 2 days notice prior to the start of the event. Early turn-on's will be 24 hours prior to the event.

RATES:

Early turn-on's-----\$35.00

Electrical service requiring 1 – 2 Plugs – (120 Volts)-----\$35.00

Electrical service requiring 3 – 4 Plugs – (120 Volts)-----\$70.00

Electrical service requiring 5 – 6 Plugs – (120 Volts)-----\$105.00

Electrical service requiring over 6 Plugs – (120 Volts)-----\$140.00

Electrical service requiring (240 Volts) at 50 Amps or less (Range Plug) Oak St parking only-----\$150.00

Electrical service requiring (240 Volts) at 50 Amps maximum – (Self Contained)-----\$150.00

All service calls outside of normal working hours for 120 Volt Plugs (Planter Box Receptacles) – 1st service call is free – 2nd service call is \$25 plus overtime cost – 3rd service call is \$50 plus overtime cost.

All service calls outside of normal working hours for Self Contained service plugs – 1st service call is free – 2nd service call is \$50 plus overtime – 3rd service call is \$100 plus service cost.

EQUIPMENT TO BE USED: Please be specific!

<u>TYPE</u>	<u>VOLTAGE</u>	<u>NUMBER OF PLUGS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

It shall be the users responsibility to ensure that equipment used is properly maintained and grounded, with cords that are equipped with (3 Prongs) to mate with extension cords and receptacles so designed that the Ground connection is made. It is hereby expressed and understood that the Department of Municipal Services does not undertake to furnish continuous service, nor shall DMS be liable for damages resulting from the use of it's Electrical Service.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph Peterson

COUNCIL
Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

WYANDOTTE FIRE DEPARTMENT VENDOR REGULATIONS FOR SPECIAL EVENTS *International Fire Code 2009*

1. **IFC 2009 101.2** This code establishes regulations affecting or relating to structures, processes, premises and safeguards regarding:
 - The hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices;
 - Conditions hazardous to life, property or public welfare.
2. **IFC 2009 2404.7 & 308.1.4** NO charcoal or similar fuels will be used for cooking. All cooking fuels must be able to be shut-off.
3. **IFC 2009 3003.5.3** All compressed gas cylinders and tanks (propane, helium, etc.) shall be secured to prevent falling.
4. **IFC 2009 2404.2** All tents and tarpaulins must be constructed of a fire retardant material.
5. **IFC 2009 2403.9** All tents must be adequately anchored to withstand the elements of weather and prevent against collapsing.
6. **IFC 2009 307.1.1** Vendors' booths with cooking facilities, excessive smoke may be a problem. In these areas, vent fans must be provided in order to keep smoke and odors to a minimum.
7. **IFC 2009 Section 906** All vendors, who will be cooking, must provide a fire extinguisher with a minimum rating of 20BC on the premises at all times, and it must be located within fifteen (15) feet of the cooking appliance(s). Vendors with deep fryers will also provide a K Class fire extinguisher on the premises at all times.
8. **IFC 2009 2404.17.1 & 313.1.1** Gasoline powered generators are not allowed.
9. **IFC 2009 308.1.5** Lanterns or other devices using flammable liquids or gases for fuel are not allowed.
10. **IFC 2009 503.2.1** A fifteen foot (15) fire lane will be maintained free of all structures and displays between the curb and the booths for fire vehicle access.
11. **IFC 2009 605.5** Extension cords will be protected against environmental and physical damage.
 - a. **IFC 2009 605.5.1** Extension cords shall be plugged directly into an approved receptacle.
 - b. **IFC 2009 605.5.1** Extension cords must be rated for portable appliance.
 - c. **IFC 2009 605.5.3** Extension cords must be in good condition.
12. **All other applicable codes**

If you fail to comply, you may be liable for the penalties provided for by law.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION



MEETING DATE: April 8th 2013

AGENDA ITEM # 8

ITEM: Special Event Application – WSAF Lemonade Agreement

PRESENTER: Heather A. Thiede, Special Events Coordinator

INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Events Coordinator

BACKGROUND: Please find the attached Wyandotte Street Art Fair Lemonade Agreements for Lori's Festive Catering to provide & supply five lemonade stands at the Wyandotte Street Art Fair - July 10 through July 13, 2013. The Contract has been approved by the Department of Legal Affairs and their insurance will be submitted by June 3, 2013, pending approval of this contract. We feel that this vendor will once again provide excellent service and will help make our downtown Wyandotte Street Art Fair a destination of choice for residents of not only Southeast Michigan but to the numerous visitors from various States. We appreciate your consideration and support of special event programming in the City of Wyandotte.

STRATEGIC PLAN/GOALS: The City of Wyandotte hosts several quality of life events throughout the year. These events serve to purpose the goals of the City of Wyandotte by brining our community together with citizen participation and supporting the local businesses and non-profit organizations.

ACTION REQUESTED: We feel that Lori's Festive Catering will once again provide excellent service and request your support of this contract

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation, signature on file.

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation, signature on file.

MAYOR'S RECOMMENDATION: Concur with recommendation, signature on file.

LIST OF ATTACHMENTS

2013 Art Fair Lemonade Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 8th 2013

RESOLUTION by Councilman_____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Lori's Festive Catering for the Wyandotte Street Art Fair, July 10th – 13th 2013.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

2013 Art Fair Lemonade Agreement

The following are the terms entered this ^{Feb} day 13 of 2013 for an agreement between the City of Wyandotte and Lori Oberlin, doing business as Lori's Festive Catering. Lori's Festive Catering agrees to maintain the shared Street Art Fair / Non profit lemonade drink stands at the 2013 Wyandotte Street Art Fair, July 10th - 13th, as follows.

RESPONSIBILITIES OF LORI'S FESTIVE CATERING:

- Procure all necessary supplies - Lemons, sugar, cups, straws, ice and latex gloves
- Five Lemonade Stands - Tent set-ups, with hand-washing facilities and approved by the Wayne County Health Department
- Filing of all Wayne County Health Department licenses (Phone 734-727-7400) and stands will be ready for inspection prior to the Art Fair opening
- Insurance of \$1,000,000.00 Liability Policy (See below)
- Training of workers and leaders utilized by non-profit organizations in June at a location provided by the City
- Supply all location leaders
- All lemonade signage including those announcing the participating non profits
- Lori's Festive catering shall supply T-shirts (uniforms) and hats for volunteers up to 100 shirts.
- All areas area must be cleaned daily to eliminate trash, and trash related problems.

RESPONSIBILITIES OF CITY OF WYANDOTTE:

- Supply of workers for the Lemonade Stands each day from one hour before to one hour after each daily event
- Building, for housing of supplies with an area of approximately 10 by 20 feet (if requested)
- Five Great Lemonade locations - 15' by 15' areas for tent, customer and room for display
- Hook-Ups for potable water, 110 electricity for five booths - two outlets each

TERMS OF THE AGREEMENT:

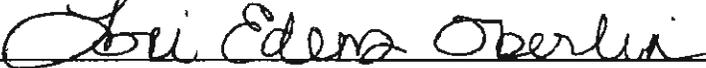
- Lori's Festive Catering agrees to pay all costs of supplies out of total revenue.
- Lori's Festive Catering agrees to pay 42% of remaining revenue to City of Wyandotte.
- City of Wyandotte to contribute necessary funds out of their 42% to all participating Non-Profit organizations
- Lori's Festive Catering agrees to receive all remaining revenue 58%.
- All supply costs will have written receipts and revenue can be verified by cup count - All accounting or Audit will be provided to the Wyandotte Street Art Fair Committee within 90 days after the event to be reviewed by the City of Wyandotte.

FUTURE STREET ART FAIRS: If the City of Wyandotte is satisfied in its sole discretion with the performance of Lori's Festival Catering under the terms of this agreement, the city agrees to explore with Lori's Festival Catering whether both parties in their sole discretion wish to continue to negotiate to use Lori's Festival Catering in future street art fairs.

SET UP: The Art Fair will provide a map of the areas for set up to Lori's Festive Catering by June 10, 2013. Lemonade and Food Vendors for the Art Fair generally load in their secured booths along the Biddle Avenue prior to the Art Fair on Tuesday after 2 pm or prior to the Fair opening on Wednesday morning before 9:00 a.m. Biddle, the main road is closed on Monday, so positions on the roadway will be marked for the lemonade tents. You will receive a map of your locations and the Art Fair staff and Lori's Festive Catering will meet for more specific information about location of ice and as we approach the event.

LIABILITY INSURANCE: The concessionaire shall procure and maintain (copy to be submitted to the Art Fair Committee by June 3, 2013) for the duration of the fair bodily injury and property damage liability insurance in the amount of not less than \$1,000,000 combined single limit. Coverage shall include products liability. The City of Wyandotte and Wyandotte Art Fair Committee must be named as additional insured on the insurance policy.

HOLD HARMLESS AGREEMENT: Lori's Festival Catering agrees to sign a hold harmless agreement for the City of Wyandotte. (Please see the attached document)



Lori Oberlin,
d/b/a Lori's Catering
PO Box 370
Union Lake, MI 48387

Date

2/13/13

Mayor of the City of Wyandotte

Date

City Clerk's Office

Date

HOLD HARMLESS AGREEMENT

In consideration of the City of Wyandotte granting permission to the undersigned to utilize the City of Wyandotte's sidewalks/streets to sell their product during the special event occurring July 7 - 15, 2013. The undersigned hereby assumes all risks and liability relating to the utilization of said sidewalks/streets and agrees to hold harmless and indemnify the City of Wyandotte, City Officials, City Employees, Wyandotte Street Art Fair, Wyandotte Street Art Fair Directors and Committee Members, from all liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or property of others arising out of or resulting directly or indirectly from the utilization of said City sidewalks/streets in the City of Wyandotte during the above dates.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demands, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from the utilization of said City sidewalks/streets in the City of Wyandotte during the above dates.

Agreed to this 13 day of Feb, 2013.

Name - Lori Edens Oberlin

Address - 5655 Shore Dr. Orchard Lake, MI
(Printed) 48324

Phone - 248-736-2260

Email - OBERLINLORI@gmail Lori Edens@yahoo.com

Signature - Lori Edens

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

9

MEETING DATE: April 8, 2013

AGENDA ITEM # _____

ITEM: Rezoning of the property known as former 1046 Eureka, Wyandotte

PRESENTER: Elizabeth A. Krimmel, Chairperson

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The City is selling the property known as former 1046 Eureka to Mr. Pizzo and Mr. Agrusa for the construction of three (3) unit apartment building. The sale is contingent upon the property being rezoning from single family residential district (RA) to multiple family residential district (RM-1). This rezoning was referred to the Planning Commission to hold the required public hearing.

The hearing was held on March 21st and the Commission recommends that the property known as former 1046 Eureka, Wyandotte, Michigan (Lot 14 except the southerly part thereof measuring 4.72 feet on the westerly lot line and 4.77 feet on the easterly lot line, Block 286 Hurst and Post's Subdivision) be rezoned from single family residential district (RA) to multiple family residential district (RM-1).

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: concur with recommendation and refer to the Legal Department for proper ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: prepare the ordinance for reading.

COMMISSION RECOMMENDATION: Approved by Planning Commission March 21, 2013

CITY ADMINISTRATOR'S RECOMMENDATION: *ok 3/21/13*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS: Minutes of the Planning Commission

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: April 8, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission regarding the rezoning of the property known as former 1046 Eureka, Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council concur with the recommendation of the Planning Commission and hereby approves the rezoning of property at 1046 Eureka, Wyandotte, Michigan (Lot 14 except the southerly part thereof measuring 4.72 feet on the westerly lot line and 4.77 feet on the easterly lot line, Block 286 Hurst and Post's Subdivision) be rezoned from single family residential district (RA) to multiple family residential district (RM-1).

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, March 21, 2013, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Elizabeth A. Krimmel at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

COMMISSIONERS EXCUSED: Parker

ALSO PRESENT: Charles Leman
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

1. Chairperson Krimmel read a communication from the Mayor accepting the resignation of Commissioner Hovis. Chairperson Krimmel indicated that the Mayor was appointing Ms. Cassandra L. Booms. Ms. Booms will be sworn in for the next meeting of the Commission.

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Tavernier to approve the minutes of the Regular Meeting of February 21, 2013. MOTION PASSED.

OLD BUSINESS:

None

NEW BUSINESS:

1. **Public Hearing** - Request from Tony Pizzo and Matteo Agrusa, Appellant and the City of Wyandotte, Owner, to rezone the vacant property located Northeast Corner of 11th and Eureka formerly known as 1046 Eureka, Wyandotte.

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Tavernier to recommend to the City Council that the following property located in the City of Wyandotte, County of Wayne, and State of Michigan be rezoned:

Lot 14 except the southerly part thereof measuring 4.72 feet on the westerly lot line and 4.77 feet on the easterly lot line, Block 286 Hurst and Post's Subdivision.

It is proposed that said land be rezoned from Single Family Residential District (RA) to Multiple Family Residential District (RM-1).

YES: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

NO: None

ABSENT: Parker

MOTION PASSED

2. Review of the parking lot and landscaping plan for the proposed new three (3) unit apartment building to be located on the Northeast Corner of 11th and Eureka formerly known as 1046 Eureka, Wyandotte as submitted by Sarnacki & Associates.

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Adamczyk that the landscape plan as submitted by Sarnacki & Associates for the proposed new three (3) unit apartment building to be located on the

northeast corner of 11th and Eureka is hereby approved provided three (3) additional street trees are planted along 11th Street.

YES: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier
NO: None
ABSENT: Parker
MOTION PASSED

PERSONS IN THE AUDIENCE:

No persons in audience.

SPECIAL ORDER:

- There was a discussion on rooming houses and group homes within the City of Wyandotte. Mr. Leman indicated that he could not find any communications regarding inspections of these types of units. Commissioner Schultz asked if they file under the Rental Ordinance of the City of Wyandotte. Since the Commissioners were not sure. Commissioner Schultz asked if a letter could be sent to the Legal Department to ask their opinion on this issue. The Commission agreed that a letter would be sent to the Legal Department.
- Master Plan Update: The Commission determined to meet at the conference table in the Council Chambers, during this meeting, to review the Master Plan Map.

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Duran to:
Pay Beckett & Raeder for Planning Consultant fee for March in the amount of \$700.00
Hours for Secretarial Services: 02/12/13 – 03/06/13 9.50 Total Hours

YES: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier
NO: None
ABSENT: Parker
MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Eberts to adjourn the meeting at 7:00 p.m.

Public Hearing - Request from Tony Pizzo and Matteo Agrusa, Appellant and the City of Wyandotte, Owner, to rezone the vacant property located Northeast Corner of 11th and Eureka formerly known as 1046 Eureka, Wyandotte

Chairperson Krimmel opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Mr. Pizzo present.

Chairperson Krimmel as if they would be using the same brick as the adjacent property.

Mr. Pizzo indicated that his parents own the adjacent property and they will try to match the brick.

Mr. Leman indicated that this proposed use is the best use of the property in his opinion he does not see a single family home being built there.

There being no more questions, the public hearing was closed.

No communications were received regarding this hearing.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

10

MEETING DATE: April 8, 2013

AGENDA ITEM # _____

ITEM: CBS Outdoor Inc. Sign Lease

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This Sign Lease is for the removal and relocation of the billboard sign currently located on Biddle Avenue across from Henry Ford Wyandotte Hospital. This property is being sold to Dr. Atto from new medical office. When the City purchased the property at 87 Mulberry there was an existing lease between the owners and CBS Outdoor Sign for a billboard sign on the property. The City has received rent payments for this lease in the amount of \$4,500. The Engineering Department has negotiated a Sign Location Lease to relocate this sign to the City property located south of the vacated St. Ignace Street. The City would be responsible for the cost of removing and relocate this sign in an amount not to exceed \$29,000.00.

The Sign Location Lease with CBS Outdoor Sign for the new location will be a lease for 10 years and pay the City \$2,000 per year.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Approve Sign Location Lease

BUDGET IMPLICATIONS & ACCOUNT NUMBER: cost for removal and relocation of sign to be paid for from proceeds of the sale of the property.

IMPLEMENTATION PLAN: Execute Sign Location Lease with CBS Outdoor Inc., remove the sign and start construction of new sign at new location.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *ok Shuydale*

LEGAL COUNSEL'S RECOMMENDATION: *w. for ok*

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS: Sign Location Lease

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: April 8, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding the removal of the billboard sign location on the former 87 Mulberry; AND

BE IT FURTHER RESOLVED the Council approves the Sign Location Lease with CBS Outdoor Inc., to relocate the sign currently located on the former 87 Mulberry to the City owned property south of the vacated St. Ignace Street; AND

BE IT FURTHER RESOLVED that said cost for removal and relocation be paid from the proceeds of the sale of the property to Dr. Atto.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec



DATE: 03/21/13
 SIZE: One (1) Double faced 10'5" x 22'8"
 REP NAME: T.Bugay

LEASE NO. DIV. 201
 VENDOR NO.
 PANEL NO.
 PARCEL ID NO: 57-023-0012-001

SIGN LOCATION LEASE

1. CITY OF WYANDOTTE (hereinafter called LESSOR(S)), hereby leases and grants exclusively to CBS OUTDOOR INC. (hereinafter called LESSEE) the exclusive use of the "Leased Premises" (as hereinafter defined) consisting of a portion of the property known as: PARCEL NO. 57-023-0012-001 IN THE CITY OF WYANDOTTE, COUNTY OF WAYNE, STATE OF MICHIGAN LOCATED ON THE WEST SIDE OF BIDDLE AVENUE NORTH OF PENNSYLVANIA ROAD (the "Property") (with free access over and across same) for the purpose of erecting, constructing, installing, placing, operating, maintaining, servicing, relocating and removing LESSEE'S advertising sign(s) thereon, including supporting structures, illumination facilities and connections, back-up panels, service ladders and other appurtenances and ancillary equipment (the "Sign Structure(s)").
2. The "Leased Premises" shall consist of the area where the supporting structure of the Sign Structure(s) is/are affixed to the Property, the surrounding area and the airspace above the same, as more particularly described on Exhibit A attached hereto and made a part hereof.
3. LESSOR grants to LESSEE and/or its agents the right to vehicular and pedestrian ingress and egress to and from the Sign Structure(s) over and across the Property and any other property owned or controlled by LESSOR for all purposes reasonably necessary for (i) the erection, construction, installation, placing, operating, maintaining, servicing and removal of the Sign Structure(s), (ii) providing or establishing electrical power to the Sign Structure(s) (at LESSEE'S sole expense), (iii) the placement of incidental and ancillary equipment thereon, (iv) relocating the Sign Structure(s) to lawful site(s) satisfactory to LESSEE on LESSOR'S Property if the maintenance of the Sign Structure(s) on the Leased Premises are proscribed by federal, State or Local statute, ordinance or regulation.
4. The initial term of this Lease shall be for a period of Ten (10) years commencing on the first day of the calendar month immediately following the date on which construction of the Sign Structure(s) is completed (the "Commencement Date"). This Lease shall be automatically renewed for successive one (1) year periods on the same terms and conditions as herein contained (each a "Renewal Term"), unless either party delivers written notice to the other party by certified or registered mail not less than (90) days before the end of the term of this Lease then in effect expressing its intent not to renew the Lease. The initial term and any Renewal Term(s) are hereinafter collectively referred to as the "Term". Each full twelve (12) month period of the Term immediately following the Commencement Date is hereinafter referred to as a "Lease Year".
5. LESSEE shall pay to LESSOR rent in the amount of Two Thousand and 00/100 (\$2,000.00) Dollars per Lease Year, which shall be payable annually in advance on or before the first day of each Lease Year beginning on the Commencement Date (the "Rent"). Notwithstanding the foregoing, prior to completion of construction of the Sign Structure(s) and prior to the Commencement Date, the Rent shall be Ten and 00/100 (\$10.00) Dollars. Payment of Rent shall be limited to one (1) check per payment payable to no more than two (2) payees.
6. The sign location lease by and between LESSOR (as successor in interest to Patricia Beatty) and LESSEE (aka Vincom Outdoor Inc, Dated September 3, 2004 (the "Prior Lease") shall terminate as of the Commencement Date hereof and LESSEE shall remove the sign structure that is the subject of the Prior Lease (the "Other Sign") prior to the Commencement Date hereof. As consideration for the early termination of the Prior Lease and LESSEE'S removal of the Other Sign, LESSOR shall reimburse LESSEE for (i) the costs incurred by LESSEE for removing the Other Sign and the cost of constructing the Sign Structure(s) on the Property under this Lease, which costs shall not exceed Twenty-Nine Thousand and 00/100 (\$29,000.00) Dollars (the "Relocation Fee"); and (ii) the costs incurred by LESSEE for removing the six (6) trees identified on Exhibit B attached hereto and made a part hereof from the Wayne County Right of Way (the "Tree Removal Costs"). LESSOR shall pay to LESSEE the Relocation Fee and the Tree Removal Costs within thirty (30) days after written notice from LESSEE requesting such payment. All rent prepaid under the Prior Lease for the period extending beyond the Commencement Date (the "Overpayment") shall be applied towards and shall offset the Rent payable by LESSEE hereunder to the extent of such Overpayment.
7. LESSOR warrants that LESSOR is the owner of the Property and has full authority to make this agreement and the LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction, maintenance and removal of the Sign Structure(s) at the sole discretion of LESSEE. LESSOR shall sign any documentation that such governing bodies may require with respect to obtaining such permits, provided that LESSOR shall incur no costs in connection therewith.
8. LESSEE shall save the LESSOR harmless from all damage to persons or property by reason of accidents resulting from the negligent or willful acts of LESSEE'S agents, employees or others employed in the erection, construction,

Lessor Initials

Lessee Initials

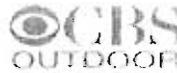


installation, placing, operating, maintaining, servicing and removal of its Sign Structure(s) on the Leased Premises.

9. This agreement is a Lease (not a license). The existing Sign Structure(s) on the Leased Premises and all signs, structure(s), improvements and appurtenances thereto placed on the Property hereafter by or for LESSEE, its agent or predecessor and any and all permits related thereto shall at all times remain the property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term of the Lease (as the same may be extended), or, for a reasonable amount of time after the expiration or termination of the Lease (the "Removal Date"). At LESSEE's sole discretion, if LESSEE removes its Sign Structure(s), only the above grade portions of said Sign Structure(s) shall be removed. The future existence of below grade improvements shall not constitute continued occupancy of the Leased Premises by LESSEE. If upon the expiration of the Term (as the same may be extended) the parties hereto are engaged in good faith negotiation of the terms of a renewal lease, then LESSEE shall not be obligated to remove its Sign Structure(s) from the Leased Premises until thirty (30) days after the receipt of written notice from LESSOR expressly stating that LESSOR does not desire to continue such renewal negotiation.
10. In the event that all or any part of the Property is acquired or sought to be acquired by or for the benefit of any entity having or delegated the power of eminent domain, LESSEE shall, at its election and in its sole discretion, be entitled to: (i) contest the acquisition and defend against the taking of LESSEE's interest in the Property; (ii) reconstruct the Sign Structure(s) on any portion of the Property not being acquired, as reasonably approved by LESSOR; and (iii) recover damages to and compensation for the fair market value of its leasehold and Sign Structure(s) taken or impacted by the acquisition. No termination right set forth anywhere in this Lease may be exercised by LESSOR if the Property or any portion thereof is taken or threatened to be taken by eminent domain, or if the Property is conveyed or to be conveyed to or for the benefit of any entity having the power of eminent domain.
11. In the event that, in LESSEE's sole opinion: (a) LESSEE is unable to secure or maintain any required permit or license from any appropriate governmental authority; (b) federal, state or local statute, ordinance regulation or other governmental action precludes or materially limits use of the Leased Premises for outdoor advertising purposes; (c) LESSEE's Sign Structure(s) on the Leased Premises become entirely or partially obstructed or destroyed; (d) the view of LESSEE's Sign Structure(s) are obstructed or impaired in any way by any object or growth on the Property or on any neighboring property; (e) the advertising value of the Sign Structure(s) is impaired or diminished; (f) there occurs a diversion of traffic from, or a change in the direction of, traffic past the Sign Structure(s); (g) LESSEE is prevented from maintaining electrical power to the Leased Premises or illuminating its Sign Structure(s); (h) LESSEE finds that, in LESSEE'S sole opinion, the continued maintenance/operation of the Sign Structure(s) is impractical or uneconomical due to engineering, architectural, construction or maintenance circumstances which will require structural improvements to LESSOR's Property; or (i) maintenance will be hampered or made unsafe due to conditions caused by nearby properties, land uses, or utilities then LESSEE shall, at its option, have the right to either reasonably abate the Rent until the issues with "a" through "i" above are cured, and/or terminate this Lease upon thirty (30) days notice in writing to LESSOR and LESSOR shall refund to LESSEE any Rent paid in advance for the remainder of the un-expired Term.
12. LESSEE shall pay for all electrical power consumed by the Sign Structure(s).
13. LESSOR shall not cause nor permit any outdoor advertising sign other than those in existence at the time of the execution of this Lease (if any), or those constructed by LESSEE pursuant to the terms hereof (or otherwise) to be placed on the Property or any Leased Premises owned or controlled by the LESSOR or his/her/its beneficiaries, if any, within a radius of one thousand feet (1000') from LESSEE's Sign Structure(s) without prior written consent from the LESSEE. It is the understanding of the parties that visibility of the Sign Structure(s) to the traveling public is the essence of this Lease. LESSOR shall not cause nor permit LESSEE'S Sign Structure(s) to be obscured from visibility to the traveling public. LESSOR grants LESSEE the rights to trim, cut, or remove brush, trees, shrubs, or any vegetation or remove any obstructions of any kind on the Property, or any other property owned or controlled by LESSOR, which limit the visibility of the Sign Structure(s).
14. LESSOR warrants that it owns the Property (including the Leased Premises) and has the authority to enter into this Lease and that if LESSEE shall pay the Rent provided for herein, LESSEE shall and may peaceably and quietly have, hold and enjoy use of the Leased Premises for the Term of this Lease. To this end, if at any time during the Term of this Lease LESSOR fails to pay any lien or encumbrance affecting the Leased Premises, including any past due real estate taxes, interest, and/or penalties thereto, and after receipt of LESSEE'S written request to LESSOR to pay said sums, LESSOR fails to make such payment, LESSEE shall have the right, but not the obligation, to pay such amounts or any portion thereof. LESSEE may deduct any such payments and any additional related expenses including reasonable attorney's fees, with interest thereon at the interest rate applicable to judgments under state law per annum from the date of payment, from the next succeeding installment(s) of Rent until LESSEE has been fully reimbursed for such payments, interests and fees.
15. All Rent to be paid to LESSOR pursuant to this Lease and all notices to either of the party hereto shall be forwarded to the respective party at the address noted below such party's signature, or such other address set forth in a written notice by such party. Rent payments shall be deemed received by LESSOR upon deposit by LESSEE with the United States Postal Service or upon transmission of an electronic funds transfer. In the event that

Lessor Initials _____

Lessee Initials _____



LESSOR shall send to LESSEE written notice requesting that Rent be forwarded to an address other than that listed below LESSORS signature, such new forwarding address shall not be effective until forty five (45) days after LESSEE's receipt of such notice from LESSOR.

- 16. This Lease shall not obligate the LESSEE in any way until it is accepted and executed by an authorized signatory of LESSEE who is responsible for executing LESSEE's duties under this Lease. It is understood that this written lease between the parties constitutes the entire Lease and understanding between the parties and supersedes all prior representations, understandings, and agreements relating to the Leased Premises. This Lease may not be modified except in writing and signed by LESSOR and an authorized signatory of LESSEE.
- 17. This Lease shall be binding upon heirs, executors, personal representatives, successors and assigns for the parties hereto and LESSOR agrees to notify LESSEE of any change of (i) ownership of the Property or the Leased Premises, or (ii) LESSOR's mailing address within seven (7) days of such change. LESSOR agrees to hold LESSEE harmless from any action resulting from failure to provide said notice. LESSOR shall not assign its interest under this Lease or any part thereof except to a party who purchases the underlying fee title to the Property. LESSEE shall not assign its interest under this Lease or any part thereof except to an entity that controls, is controlled by, or under common control with, LESSEE or to a party who purchases title to the subject Sign Structure(s) provided, however, this sentence shall not preclude a collateral assignment of LESSOR's or LESSEE's interest under this Lease to an established financial institution as, and part of, a bonafide loan transaction nor shall it preclude an assignment by LESSEE to any entity controlling, controlled by, or under control with, LESSEE.
- 18. LESSEE, at its sole option shall have the right to add any ancillary use to its structure(s), including but not limited to routing necessary underground lines and telecommunications devices.
- 19. LESSEE shall have the right of first refusal for the period of one (1) year following termination of the Term of this Lease (as the same may be renewed or extended) to enter into another lease with the LESSOR upon the same terms and conditions as offered to LESSOR by any other entity for the purpose of erecting, placing, and maintaining of an outdoor advertising Sign Structure(s) upon the Property.
- 20. LESSEE shall have the right of first refusal throughout the Term to enter into an agreement for the purchase of the subject Property, the Leased Premises, or any interest therein based upon the terms and conditions agreed to by LESSOR with any third party.
- 21. It is acknowledged by the parties that the Rent payments herein are predicated on annual installments. Should the provisions of paragraph ten (10) become operative, or the Term of this Lease commences on some day other than the first of the month, all Rent payments required hereunder shall be prorated based upon a thirty (30) day month.
- 22. In the event that either party is in default under the terms of this Lease, the non-defaulting party shall deliver written notice via the United States Postal Service by certified or registered return receipt mail to the defaulting party, and said party may cure such failure within fourteen (14) days of receipt of such notice provided that for any non-monetary default, if a cure cannot reasonably be effected in 14 days, the defaulting party may continue such cure past 14 days from notice provided it commences such cure within fourteen days from notice and pursues such cure to completion.
- 23. Concurrently with the execution of this Lease, or at any other time upon request of the other, LESSOR and LESSEE shall execute, acknowledge and deliver to the other a short form memorandum of this Lease for recording purposes. The Party requesting recordation shall be responsible for payment of any fees or taxes applicable thereto.
- 24. To the extent permitted by applicable law, LESSOR hereby waives any statutory right to a landlord's lien or any other lien on any property of LESSEE located on the Leased Premises.
- 25. The parties hereto have each carefully reviewed this Lease and have agreed to each term set forth herein. No ambiguity is presumed to be construed against either party.

ADDENDUM ATTACHED? (as of the date of execution of this Lease).

LESSOR: YES NO

LESSEE: YES NO

Lesspr initials

Lessee initials



IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

FOR LESSOR: CITY OF WYANDOTTE

FOR LESSEE: CBS OUTDOOR INC.

BY: _____

BY: _____

Title

Title

DATE: _____

DATE: _____

LESSOR'S SOCIAL SECURITY/TAX I.D. NO

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

BY: _____

Title

DATE: _____

LESSOR'S SOCIAL SECURITY/TAX I.D. NO.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

EXECUTED by the LESSOR in the presence of

Who is hereby requested to sign as witness.

LESSOR'S MAILING ADDRESS:

LESSEE'S MAILING ADDRESS:

3200 Biddle
Street Address

88 Custer
Street Address

Wyandotte
City

Detroit
City

Mi. 48192
State / Zip

Mi. 48202
State / Zip

734-324-4555 _____
Telephone Number Fax Number

313-872-6030 313-872-2910

Lessor Initials

Lessee Initials

EXHIBIT A



Leaseholder Initials

Lessee Initials

EXHIBIT B

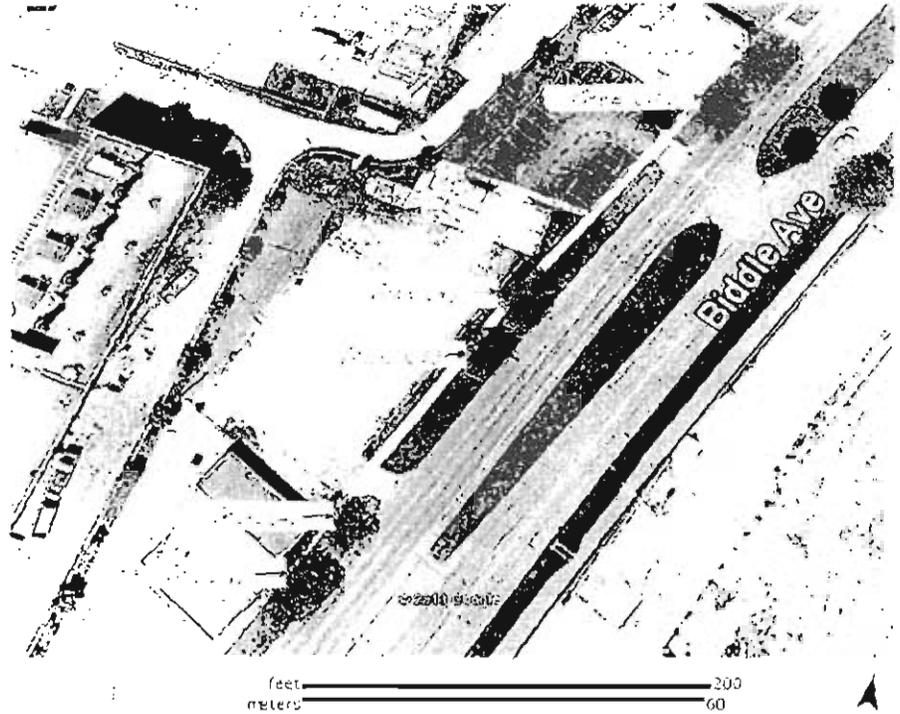


Exhibit B

Lessor Initials

Lessee Initials

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

Reports
+
minutes

Wyandotte, Michigan March 25, 2013

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Joseph Peterson presiding.

ROLL CALL

Present: Councilpersons Browning, DeSana, Fricke, Galeski, Sabuda, Stec

Absent: None

COMMUNICATIONS MISCELLANEOUS

Topic: Franks Restaurant and Pizzeria
3144 Biddle, Wyandotte, MI 48192
734-282-0512

To Whom It May Concern:

We are seeking permission to utilize the space next to our restaurant for an outdoor café.

Upon approval we would like to put in an entrance door along the side of the building so there will only be access to the outside café by means of this entrance. They will have to enter our existing front door to get to the door of the café. So our patrons can have an alcoholic beverage with their meal outside. This in accordance with the City and the LCC.

Thank you,

Sincerely,

Theresa Young

March 8, 2012

The Honorable Mayor Joseph Peterson And Members of the City Council City of Wyandotte
3131 Biddle Avenue
Wyandotte, MI 48192

Dear Mayor Peterson and Members of the City Council,

On behalf of Wyandotte Boat Club and rowers downriver we would like to express our sincerest thanks for your support of "Blitzen the Dotte", our holiday run before the annual Christmas Parade.

This run brought over 700 runners and walkers from around the state, as well as their family and friends to our fine city. The runners looped the downtown area and ran through our beautiful golf course. This past year our free children's fun run had 50 participants, and with the addition of the 10k run, we expect all numbers to increase again in 2013.

With the cooperation and assistance of the DPS, Recreation, and Police departments this race ran smoothly and problem free.

At this time we would like to request your permission to run this race again, before the parade in 2013. It was a success for us and we believe it proved to be a special showcase for the city of Wyandotte, bringing runners and their families from as far as Traverse City, and Toledo Ohio, as well as from the surrounding area.

Once again, our sincerest thanks for your support.

For the Wyandotte Boat Club

Valerie M. Nicholson

March 19, 2013

Wyandotte City Council City of Wyandotte
3131 Biddle Avenue Wyandotte, MI 48192

Re: Request for Speeial Assessment District

Dear City Council:

As a growing business member in the community since 1992, I would like request the Council grant consideration for a special assessment from 1800 Biddle Avenue up and through 2000 Biddle Avenue to continue the decorative lighting (the same used in downtown Wyandotte as well as the side of our building off of Davis).

As we have with the lighting provided on Davis, we would pay for the fixtures over a period of time.

Please feel free to contact me directly with any questions you may have.

Sincerely,
MORELLO LAW GROUP, P.C.
GERALD M. MORELLO, JR., ESQ.

Thu, Mar 21, 2013 at 3:20 PM

Re: Request to block street behind Belicoso Café on Thursday Apr 25th, 2013

March 15, 2013

Dear City Council,

I would like to request that I be allowed to use First Street directly behind my business to hold a black tie event from 8 pm till midnight for Southern Wayne County Chamber of Commerce

I will block off 100 ft of space from my back door and also 50 ft of space extending North and 50 ft. extending South. This will be an event hosted by Belicoso. I will pay for all fencing, tenting and electrical needs. No other business entrances will be blocked as the parking lot is directly behind me and the two side businesses have no entrances on First. I have coordinated the date and space details with the Fire Chief Jeffery Carley.

Mark Srour, Belicoso Cafe
3030 Biddle, Wyandotte, MI 48192 (734)282-2244
www.belicosocafe.com

From: jan nagel (jananilalita@hotmail.com)
Sent: Thursday, March 14, 2013 8:35 PM
To: mayor@wyan.org
Subject: Historical Commission Resignation

Dear Mayor Peterson -

It is with much regret that I have to write to let you know that I must resign my historical commission position, before even starting to serve! I work for the federal government in the Department of Dcfense, and as I'm sure you've been reading the looming sequestration issue is going to cause quite an upheaval for us. Until it all passes, I won't be able to give the time, energy and attention to the commission that it deserves to support meetings and events. The happy part is that you now have a very good line-up of other new commissioners that will make for a strong group going forward.

My deepest thanks for having offered me this privilege, as it is an honor not to mention great fun to be in the presence of like-minded people working to keep history and historical architecture such a vibrant part of Wyandotte's personality as a city. I certainly continue to bold the commission's mission in the highest regard and am still a staunch supporter, though just not able to show it in this way at this time.

Fondest regards, great respect and thanks again for affording me this opportunity!

Sincerely, Jan (Nagel)

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

March 20, 2013

The Honorable City Council City of Wyandotte
3200 Biddle Avenue
Wyandotte MI 48192

Gentlemen and Madam:

I am writing to request your concurrence in the appointment of Cassandra L. Booms, 730 Antoine, Wyandotte MI 48192, to the Planning and Rehabilitation Commission. Ms. Booms will replace Alan R. Hovis who resigned earlier this month. Her term will expire April 2014.

Thanking you in advance for your support of this appointment, I remain

Sincerely,

Joseph R. Peterson, Mayor

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #7

ITEM: 2013 February Board of Review Minutes

PRESENTER: William R. Griggs, City Clerk and Colleen A. Keehn, City Assessor

INDIVIDUALS IN ATTENDANCE: William R. Griggs and Colleen A. Keehn

BACKGROUND: The Wyandotte Board of Review met and reviewed 132 appeals and corrections.

STRATEGIC PLAN/GOALS: To encourage and respect citizen participation and provide transparency in all city matters.

ACTION REQUESTED: Accept and place on file.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and minutes will be kept in the City Clerk's Office. A copy of the minutes, resolution, reports and back up information will be held in the Assessor's Office.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Acknowledge receipt TDrysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: JRP by TDrysdale

LIST OF ATTACHMENTS: 2013 February Board of Review Minutes and Summary.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #8

ITEM: Special Event Application – Run for Art – Everal Race Management

RESENER: Heather A. Thiede, Special Events Coordinator

INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Events Coordinator

BACKGROUND: Attached please find the Special Event Application from Everal Race Management and Portofino's to hold the 'Run for Art' race July 13th prior to the opening of the Wyandotte Street Art Fair. The Chief of Police, Recreation Superintendent and Fire Chief have reviewed this application/event and approved. (Please see the attached application)

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city sidewalks and property for their event held July 13th 2013.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: OK TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation, signature on file.

MAYOR'S RECOMMENDATION: Approval JRP

LIST OF ATTACHMENTS

Special Event Application — Everal Race Management/Portofino's Event Map

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #9

ITEM: Special Event Application – Light the Night

RESENER: Heather A. Thiede, Special Events Coordinator

INDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Events Coordinator

BACKGROUND: Attached please find the Special Event Application from the Leukemia and Lymphoma Society to hold their Light the Night Walk in downtown Wyandotte, Saturday, October 19th 2013. The Chief of Police, Recreation Superintendent and Fire Chief have reviewed this application/event and approved. (Please see the attached application)

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city sidewalks and property for their event held October 19th 2013.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: ok Drysdale

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: Approved JRP

LIST OF ATTACHMENTS

Special Event Application - Light the Night

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #10

ITEM: Wyandotte Fire Department – Hire Three (3) Probationary Fire Fighters

PRESENTER: Jeffery Carley, Fire Chief

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND:

In December 2012, the City of Wyandotte Fire Department was awarded a Department of Homeland Security FEMA Staffing for Adequate Fire and Emergency Response (SAFER) grant to hire four additional fire fighters. At the February 25, 2013 City Council Meeting the City Council authorized the hiring of two probationary fire fighters. One is a FY2013 budgeted position and the other was the first of four to be hired through the SAFER Grant. The hiring of these last three probationary fire fighters fulfills all the SAFER Grant requirements.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Adopt a resolution concurring with the City of Wyandotte Fire Chief to hire three probationary fire fighters - Mr. Kyle Caparaotta, Mr. Eric Schilk, and Mr. Daniel Roemer.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The three are funded through the FY2012 Department of Homeland Security FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

IMPLEMENTATION PLAN: Following the successful completion of all pre-employment testing and background check, the candidates will be hired as probationary Fire Fighters for the City of Wyandotte.

COMMISSION RECOMMENDATION: Concur with recommendation

CITY ADMINISTRATOR'S RECOMMENDATION: concur TDrysdale

MAYOR'S RECOMMENDATION: Concur with recommendation JRP by TDrysdale.

LIST OF ATTACHMENTS

1. Certification Letter From Civil Service Commission
2. Letter from Police and Fire Commission
3. Application of Mr. Kyle Caparaotta
4. Application of Mr. Eric Schilk
5. Application of Mr. Daniel Roemer
6. Council Resolution accepting SAFER Grant
7. Council Resolution hiring Mr. Jesse Brown and Mr. Brain Hunley

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #11

ITEM: Fiscal 2012 City of Wyandotte – Department of Municipal Services Audited Financial Statements

PRESENTER: Paul LaManes – Assistant General Manager

INDIVIDUALS IN ATTENDANCE: Rod Lesko -- Acting General Manager

BACKGROUND: An independent audit of the Department of Municipal Services Financial Statements for the year ending September 30, 2012 was recently completed by Plante & Moran. Electric, Water and Cable all experienced positive operating results for Fiscal 2012. In addition, two other highlights include the elimination of the Cable Department deficit in unrestricted net assets and the pay back of all short-term borrowings between funds.

STRATEGIC PLAN/GOALS: Continued fiscally responsible operations for the Municipal Services Department.

ACTION REQUESTED: Receive and place on file the audited financial statements for the City of Wyandotte – Department of Municipal Services for the year ending September 30, 2012.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: Financial Statements were presented to the Commission at the March 19, 2013 regular meeting and received and placed on file.

CITY ADMINISTRATOR'S RECOMMENDATION: N/A – request is only to receive and place on file

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: N/A – request is only to receive and place on file

LIST OF ATTACHMENTS

- 9/30/2012 Audited Financial Statements

MODEL RESOLUTION: BE IT RESOLVED by the City Council to receive and place on file the audited Financial Statements for the Department of Municipal Services as of September 30, 2012.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #12

ITEM: Municipal Services – Coal Purchase Supply Agreement for 2013 Resolution 03-2013-08

RESENER: Charlene Hudson, Power Systems Supervising Engineer

INDIVIDUALS IN ATTENDANCE: Rod Lesko - Acting General Manager, Paul LaManes - Assistant General Manager

BACKGROUND: Wyandotte Municipal Services currently utilizes Pickands Mather (PM) Coal Company as our coal procurement service provider to purchase our coal fuel for Boiler #8. Jack Grinwis is our procurement agent from PM and identifies market opportunities for the purchase of coal.

STRATEGIC PLAN/GOALS: Wyandotte Municipal Services has the opportunity to purchase coal for the remainder of 2013 through East Fairfield Coal Company out of Bergholz, Ohio. This coal provides 12,500 BTU/lb exceeding our current PRB coal of 9,301 BTU/lb. The contract will be at a base cost of \$2.28 per MMBTU with a delivered cost of \$3.448 per MMBTU which includes the current fuel surcharge.

The coal will be trucked to our facility at a proposed four trucks per day, 25 tons per truck, increasing our ability to effectively monitor and account for our coal inventory. Our existing PRB coal will be blended with this fresh coal increasing our BTU content of the fuel being burned in Boiler #8. We anticipate the final usage of our current coal supply to be completed by September. This agreement has the flexibility to modify the number of trucks per day and does not require a minimum quantity purchased.

We will monitor the effectiveness of this method of delivery in both cost and process improvements to provide insight to our future deliver and coal content strategy. The purchase of this proposed coal has been reviewed with Sawvel and is within the context of our Business Plan model and is in-line with our projected coal purchase price.

ACTION REQUESTED: Receive and place on file the resolution and support concurring with the Wyandotte Municipal Service Commission's approval of the coal purchase supply agreement for 2013.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Budget is accounted for under Fuel, Chemical, and Commodities for Coal - account #591-001-501-901-001.

IMPLEMENTATION PLAN: Sign coal purchase agreement with PM and commence taking delivery of proposed coal. File appropriate agreement.

COMMISSION RECOMMENDATION: Municipal Services Commission approved resolution # 032013-08 at regular meeting on March 19, 2013.

CITY ADMINISTRATOR'S RECOMMENDATION: N/A – request is only to receive and place on file

LEGAL COUNSEL'S RECOMMENDATION: N/A – existing agreement with Piekands Mather through 2014.

MAYOR'S RECOMMENDATION: N/A - request is only to receive and place on file

LIST OF ATTACHMENTS

- Coal Purchase Proposal Letter from East Fairfield Coal Company

MODEL RESOLUTION: BE IT RESOLVED by the City Council to receive and place on file.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #13

ITEM: Sale of the former 1814-1818 Biddle Avenue (60' x 106')

PRESENTER: Mark A. Kowalewski, City Engineer and Colleen a. Keehn, City Assessor

BACKGROUND: Property purchased with TIFA Funds and is now being sold to the adjacent property owner Morello Law Group for additional parking. The sales price of this property is \$6,000.00. The additional parking will allow The Morello Law Group to expand their offices into the adjacent building at 1808 Biddle Avenue.

STRATEGIC PLAN/GOALS: Committed to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve Purchase Agreement to sell property to the adjacent property owner.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: ok TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: W Look

MAYOR'S RECOMMENDATION: JRP by TDrysdale

LIST OF ATTACHMENT: Sales Agreements

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #14

ITEM: Contract for Exchange of Real Estate

PRESENTER: Mark A. Kowalewski, City Engineer and Colleen Keehn, City Assessor

BACKGROUND: City owns the property located at Former 204 Walnut (50' x 140'), 1051 Walnut (60' x 122') and north of 2319 9th Street (30' x 104'). The lots on Walnut are buildable lots for sale for the construction of a single family home. The lot on 9th Street is a 30 foot lot the City received from Wayne County for non-payment of the taxes.

Oak Wyandotte LLC would construct two (2) new single family homes on the Walnut lots. The homes would consist of a minimum 1,450 square feet, full basement and garage. Plans would be approved by the City. The lot on 9th Street would be combined with the property that Oak Wyandotte LLC already owns at 2319 9th Street which would make this property 60' x 104'.

Oak Wyandotte LLC is proposing to exchange the above City lots for the property they own at 3123 4th Street (70' x 60'). Once this property is owned by the City, it would be demolished and sold to the adjacent property owners.

STRATEGIC PLAN/GOALS: Provide the finest services and quality of life to its residents by:

1. Fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas.
2. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with recommendation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Execute contract for Exchange of Real Estate.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: ok TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Approved by Legal.

MAYOR'S RECOMMENDATION: ok JRP by TDrysdale

LIST OF ATTACHMENTS: Contract for Exchange of Real Estate

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #15

ITEM: Police/Court Building Roof Maintenance

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Snow, ice and icicles falling and sliding off the metal standing seam decorative roof are puncturing the theizmoplastic polyoefin (TPO) membrane roofing system resulting in roof leaks and water damage to the interior environment.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Accept quote from Molnar Roofing Inc. to install 'A" thick walk pads around the perimeter of the metal standing seam roof.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Amount quoted: \$14,580.00 (See attached Bid Summary). Utilize Building Maintenance Account #101-448-750-270

IMPLEMENTATION PLAN: If approved by Council, direct Molnar Roofing to install walk pads as soon as possible.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: ok TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Wm Look

MAYOR'S RECOMMENDATION: ok JRP by TD

LIST OF ATTACHMENTS: Proposed Resolution, Bid Summary, Account Balances as of March 19, 2013.

RESOLUTION: Attached.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #16

ITEM: Wayne County Sponsored Household Hazardous Waste Collection

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Wayne County sponsors a Household Hazardous Waste Collection Day four (4) times a year. They will be holding one on Saturday, April 13, 2013, at Redford Public Service, 12200 Beech Daly Road, Redford from 8:00 a.m. to 2:00 p.m. This eollection is opened to Wayne County Residents Only. There is no fee to participate. Attached is a list of what is acceptable items.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Concur in participation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Post notice of Household Hazardous Waste Collection on City's website and cable.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: ok TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: JRP by TD

LIST OF ATTACHMENTS: Household Hazardous Waste Collection Notice

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #17

ITEM: Hiring – Laborer (Department of Public Services)

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The Department of Public Service currently has eleven (11) union employees. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte. As such, the hiring of Terry M. Harris is recommended. Mr. Harris has been working as a Seasonal Employee for the Department of Public Service off and on since 2007 and is trained in the functions of a Laborer. Further, Mr. Harris has a CDL license endorsement.

STRATEGIC PLAN/GOALS: To provide the finest services and quality of life.

ACTION REQUESTED: The undersigned recommends approval of the hiring.

BUDGET IMPLICATIONS & ACCOUNT NUMBER

IMPLEMENTATION PLAN: The City's Administrative Office will coordinate the hiring.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: OK TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: ok JRP by TDrysdale

LIST OF ATTACHMENTS: 1. Application for Employment – Terry Michael Harris

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #18

ITEM: Brownfield Fund Deficit Elimination Plan

PRESENTER: Robert J. Szczechowski, Deputy Treasurer/Assistant Finance Director

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: For the fiscal year ending 9/30/2012 the Brownfield Redevelopment Fund reported a deficit in unrestricted net assets. As such, the Michigan Department of Treasury requires a deficit elimination plan documenting the elimination of the deficit within five years. The deadline for filing the plan is March 31, 2013 as required by state law.

STRATEGIC PLAN/GOALS: To comply with all the requirements of our laws and regulations by adopting the five year plan beginning fiscal year 2013.

ACTION REQUESTED: Adopt the resolution concurring with the Deputy Treasurer/Assistant Finance Director's recommendation of the Brownfield Redevelopment Fund Deficit Elimination Plan.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolution and all necessary documents will be forwarded to the Michigan Department of Treasury for its approval prior to the March 31, 2013 deadline.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation.

LIST OF ATTACHMENTS: 1. Letter to Michigan Department of Treasury 2. Deficit Elimination Plan

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: March 25, 2013

AGENDA ITEM #19

ITEM: Termite Protection Requirements

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City is constructing new single family homes on City lots through the NSP2 Program. Some of the mortgage companies are requiring the City to certify that the soils have been treated for termites. Under the Michigan Residential Code termite protection requirements will be determined by the jurisdiction (City of Wyandotte).

Therefore, I recommend that since the Continuing Education in Downriver and Southeast Michigan regarding building construction there has NEVER been a discussion by an instructor or other agency, regarding termites, and the City has not issued a Building Permit for termite problems in at least the last 30 years, the Council adopt a resolution that Wyandotte Does Not Require Termite Protection for new construction or remodeling projects.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Adopt a Resolution that termite protection for new construction or remodeling projects is not required.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Publish Resolution

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: CONCUR TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Concur WLook

MAYOR'S RECOMMENDATION: ok JRP by TD

LIST OF ATTACHMENTS: none

REPORTS AND MINUTES

Financial Services Daly Cash Receipts	March 13-19, 2013
Design Review Committee	March 19, 2013
Fire Fighter's Civil Service Commission	February 13, 2013
Retirement Commission Meeting	March 20, 2013
Beautification Commission	March 13, 2013

CITIZENS PARTICIPATION

None

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Browning, DeSana, Fricke, Galeski, Sabuda, Stec

Absent: None

RESOLUTIONS

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
 Supported by Councilperson Leonard Sabuda
 ROLL ATTACHED

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the communication from Theresa Young, of Franks Restaurant and Pizzeria, 3144 Biddle requesting to utilize city-owned property for an outdoor Café is hereby referred to the Planning Commission for review of said plan; AND BE IT FURTHER RESOLVED that once the Planning Commission has review the plan, their recommendation shall be forwarded back to City Council for final approval of the use of the property and review of insurance requirements. AND FURTHER if said outdoor Café is to be utilized for liquor consumption the necessary licenses, and requirements be fulfilled at the State, County and City level.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
 Supported by Councilperson Leonard Sabuda
 YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
 NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council hereby GRANTS permission to the Wyandotte Boat Club and rowers downriver to have their holiday run "Blitzen the Dotte" before the annual Christmas Parade to be held on Saturday, November 16, 2013, provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs. AND BE IT FURTHER RESOLVED that the Police, Fire, Recreation and Department of Public Service be notified of said event.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the communication from the Morello Law Group regarding their request for a special assessment as it pertains to decorative lighting from Ford Avenue to Alkali is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said communication be referred to the City Engineer to prepare the Special Assessment District including estimated cost to be presented to City Council.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the communication from Belicoso Café, 3030 Biddle Avenue relative to a road closure request for Thursday, April 25, 2013 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission for said road closure as outlined in the communication and hereby directs the Department of Public Service to coordinate same. AND BE IT FURTHER RESOLVED that a Hold Harmless Agreement be executed by Belicoso Café as prepared by the Department of Legal Affairs and all permits and requirements from the Michigan Liquor Control and necessary insurance be placed on file in the City Clerk's Office prior to the event.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the communication from Jan Nagel submitting her resignation from the Wyandotte Cultural and Historical Commission is hereby received and place on file. AND BE IT FURTHER RESOLVED that Council accepts said resignation and thanks Ms. Nagel for her contribution to the Commission.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of Mayor Peterson as set forth in his communication dated March 20, 2013 to appoint Cassandra L. Boons, 730 Antoine, Wyandotte, Michigan 48192 to the Planning Commission; term to expire April 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the 2013 February Board of Review Minutes as submitted by the City Clerk and City Assessor are hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council CONCURS with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent and hereby APPROVES the use of city sidewalks and property for the "Run for Art" race on July 13, 2013, conducted by the Everal Race Management and Portofino Restaurant; provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council CONCURS with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent and hereby APPROVES the use of city sidewalks and property for the Leukemia & Lymphoma Society Light the Night Walk on Saturday, October 19, 2013 provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council CONCURS with the recommendation of the Fire Chief relative to the hiring of probationary fire fighters and further, authorizes the hiring of Mr. Kyle Caparaotta; Mr. Eric Schilk and Mr. Daniel Roemer as probationary fire fighters, upon successful completion of all pre-employment test and background checks.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the Fiscal 2012 City of Wyandotte Department of Municipal Services Audited Financial Statements as submitted by the Assistant General Manager of Municipal Service is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the Municipal Services Coal Purchase Supply Agreement for 2013 as submitted by the Power Systems Supervising Engineer is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council CONCURS with the above stated Coal Agreement for 2013.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council CONCURS in the recommendation of the City Engineer and City Assessor regarding the sale of the former 1814-1818 Biddle Avenue, Wyandotte; AND BE IT FURTHER RESOLVED that Council accepts the offer from Gerald M. Morello Jr., of the Morello Law Group to acquire the former 1814-1818 Biddle Avenue in the amount of \$6,000.00; AND BE FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said documents.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the communication from the City Engineer regarding the Contract for Exchange of Real Property located at former 204 Walnut, 1051 Walnut and property north of 2319-9th Street is hereby received and placed on file; AND BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 204 Walnut, former 1051 Walnut and vacant lot north of 2319-9th Street to Oak Wyandotte LLC for the amount of \$1.00 in accordance with the Contract for Exchange of Real Property; AND BE IT RESOLVED that Council accepts the property known as 3123-4th Street from Oak Wyandotte LLC for the amount of \$1.00 in accordance with the Contract for Exchange of Real Property; AND BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary documents and the Mayor and City Clerk are hereby authorized to execute same; AND BE IT FURTHER RESOLVED that the City Engineer is directed to DEMOLISH the property known as 3123-4th Street upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and the City Engineer to accept the proposal from Molnar Roofing Inc., 12455 Hale Street, Riverview, Michigan, for Roof Repair and Installation of Walkway Pads at the Wyandotte Police Department/27th District Court, in the amount of \$14,580.00, as being the best quote received meeting specifications, and further, said costs will be paid from account #101-448-750-270.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning

Supported by Councilperson Leonard Sabuda

YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council hereby receives the communication from the City Engineer regarding the Household Hazardous Waste Collection to take place in Redford on Saturday, April 13, 2013. AND BE IT FURTHER RESOLVED that said notice is posted to the City's website and on the information cable channel.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
ROLL ATTACHED

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that Council acknowledges receipt of the communication from the City Engineer regarding the Laborer position at the Department of Public Service and CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy and FURTHER RESOLVED that Council APPROVES the hiring of Terry Michael Harris as a Laborer in the Department of Public Services contingent on the successful completion of a physical and drug screen examination.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that WHEREAS, the financial statements of the City of Wyandotte show a deficit in the Brownfield Redevelopment Authority fund net assets; AND WHEREAS , The City of Wyandotte is required to adopt a Deficit Elimination Plan that addresses said deficit in the Brownfield Redevelopment Authority Fund's net assets; and WHEREAS , Staff has prepared the attached proposed Deficit Elimination Plan to address the requirement, now therefore BE IT RESOLVED that Council adopts the attached Deficit Elimination Plan and FURTHER , that the Deputy Treasurer/Assistant Finance Director be hereby directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

RESOLVED by the City Council that the communication from the City Engineer regarding termite protection for new construction or remodeling projects is received and placed on file. AND BE IT FURTHER RESOLVED that the Council in accordance with the Michigan Residential Code for the State of Michigan, the City of Wyandotte (the Jurisdiction) determines that based on there being no history of termite damage in Wyandotte; BE IT FURTHER RESOLVED that termite protection for new construction or remodel projects is hereby NOT required.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan March 25, 2013

RESOLUTION by Councilperson Todd Browning

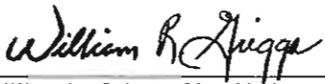
RESOLVED by the City Council that the Council Meeting of Monday, April 1, 2013 is hereby CANCELLED, due to the Easter Holiday.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
YEAS: Councilmembers Browning, DeSana, Fricke, Galeski, Sabuda, Stec
NAYS: None

ADJOURNMENT

MOTION by Councilperson Todd Browning
Supported by Councilperson Leonard Sabuda
That we adjourn.
Carried unanimously
Adjourned at 8:17 PM
March 25, 2013



William R. Griggs, City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 3-28-13

BEGINNING DATE 3-28-13 AND ENDING DATE 3-28-13

SALES RECEIPT # 353273 THRU 353277

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	<u>118.73</u>
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	
WORK FORCE WYANDOTTE	101-000-650-011	M2	
WORK FORCE RIVERVIEW	101-000-650-017	M6	
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	
COURT DRUG TESTING FEES	101-000-650-020	M9	
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	
CHEMICAL AWARENESS	101-000-650-024	AW	
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
PRISONER BILLING	101-000-650-015	M5	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
LAND CONTRACT - TIFA DOWNTOWN	499-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	731-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	731-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	<u>1,980.66</u>
DESANA TRUST	701-000-391-034	DT	<u>88.80</u>
WAYNE COUNTY UNUSED JAG RECOVERY GRANT	101-000-511-013	MZ	<u>10.75</u>
AXA CONTRIBUTION REFUND	101-301-725-110	MZ	<u>75.00</u>
TOTAL MONIES RECEIVED			<u><u>2,273.94</u></u>

TODD A. DRYSDALE
DIRECTOR OF FINANCIAL SERVICES

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Wednesday, March 12, 2013, at 5 pm in the Benjamin F. Yack Center.

Members Present:

President Lori Shiels
Vice President Dale Brennan
Secretary Ken Prygoski
Commissioner Wally Merritt

Also Present:

Sup't of Recreation James R. Knopp
Administrative Trainee Justin Lanagan
Recreation Technician Theresa Jamula

Excused:

Commissioner Margaret Loya

Persons in the Audience:

None

A motion was made by Commissioner Merritt and supported by Commissioner Prygoski to approve the minutes of the previous meeting as submitted via e-mail.

CORRESPONDENCE:

A commission check was received from Downriver Gymnastics in the amount of \$320 for the January 28 thru March 27 – 16 Wyandotte students.

A letter was received from Ryan Rabinowitz who coordinated the Round Up At the Rink fundraiser for the Make A Wish Foundation. He raised a total of \$2,854.23.

COUNCIL RESOLUTIONS:

Council resolution approving the Wyandotte Boat Club Rowing Regattas - April 27 and May 4, 2013.

REPORTS AND MINUTES:

Account Breakdowns – 2-6-13, 2-20-13
Tele-Care Report – February 2013
SFC Treasurer's Report February 2013 – Balance \$3,442.45 as of 1-31-13
Yack Arena Skating Report – February 2013
SMART Van Report – February 2013 – (-\$934.76)

SPECIAL ORDER:

The Commission discussed the Bishop Park Concession bids. Two bids were received:

1. Mohamed Ali, 13800 Wellesley, Dearborn, MI 48126 = \$2,625 – 5 payments \$525
2. Antoine Shaw, 29243 York, Inkster, MI 48141 = \$2,125.....*Withdrawn February 28, 2013*

A motion was made by Commissioner Prygoski and supported by Commissioner Merritt to approve the bid on Mohamed Ali in the amount of \$2,625.

Superintendent Knopp reported that the bids for the Pulaski Tennis Courts will be opened on March 18. The fencing bid will be opened in a few weeks. We will be replacing the fencing material and poles/crossbars as needed. All fencing, poles and crossbars will be black. Funding for this project will be from the TIFA Parks account.

Superintendent Knopp introduced discussion regarding the SMART Drug and Alcohol Testing Policy. This policy was supposed to be instituted three years ago. Mr. Knopp and Theresa Jamula met with Mike Warva, SMART Compliance Coordinator to discuss reinstating a drug testing for our SMART bus & van drivers. It was recommended and approved that we include our four employees in the DPS random drug testing pool (ADAM). A motion was made by Commissioner Prygoski and supported by Commissioner Shiels to approve and adopt the SMART Drug and Alcohol Testing Policy and to include our employees in the DPS drug testing pool. Motion carried unanimously,

Superintendent Knopp stated that he had just received our Michigan Liquor License applications for the Golf Course (Tavern License \$250) and the Yack Arena (Class C License \$690). A motion was made by Commissioner Brennan and supported by Commissioner Prygoski to recommend to the Mayor and Council that the application for these licenses be approved and signed.

At this time, the Commission reviewed the proposal from Davey Golf for maintenance at the Wyandotte Shores Golf Course 2013-2017. Superintendent Knopp and Administrative Trainee Lanagan addressed numerous issues, services, expenses, etc. After this detailed explanation and discussion, a motion was made by Commissioner Prygoski and supported by Commissioner Merritt to recommend to the Mayor and Council that we sign the five year agreement with Davey Golf and ask for the additional funds of \$27,150 for the FY2013.

The next Commission Meeting will be held on **Tuesday, April 9 @ 7:30 pm**.

There being no further business to discuss, a motion was made by Commissioner Prygoski and supported by Commissioner Merritt to adjourn the meeting at 8:30 pm.

Recorded Minutes Prepared by

Theresa Jamula

Theresa Jamula
Recreation Technician

Authorized by

James R. Knopp

James R. Knopp
Superintendent of Recreation

2013 Wyandotte Recreation Commission Meetings

2ND Tuesday of each month **7:30 pm** @ Yack Arena

April 9, 2013

May 14, 2013

June 18, 2013 **

July 16, 2013 **

August 13, 2013

September 10, 2013

October 8, 2013

November 12, 2013

December 10, 2013

**** Meeting date changed**

(Above schedule is subject to change & notices will be posted.)

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Training Room at Police Headquarters on Tuesday, February 26, 2013. Commissioner Melzer called the meeting to order at 6:04 p.m.

ROLL CALL:

Present:	Commissioner Harris Commissioner Melzer Chief Carley
Recording Secretary:	Lynne Matt
Absent:	Commissioner Noles

READING OF JOURNAL

Motioned by Commissioner Harris, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on February 12, 2013. Motion carried unanimously.

Motioned by Commissioner Harris supported by Commission Melzer to approve special meeting minutes as recorded for the meeting held on February 21, 2013. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Injury Update.* Chief Carley reported the employee that was off due do to non-duty related injury returned back to work on Monday. There are no other injuries to report at this time.

COMMUNICATIONS

DEPARTMENTAL

1. *Department Bills submitted February 12, 2013 in the amount of \$7,810.33*
Commissioner Harris formally motioned to approve bills and accounts submitted as stated above, supported by Commissioner Melzer. Motion carried unanimously.

DEPARTMENTAL (continued)

2. *Daily Reports*

Commissioner Harris motioned to receive and place on file daily reports, supported by Commissioner Melzer. Motion carried

LATE

Chief Carley read a "Thank You" letter from Allen Park Fire for our assistance due to multi (20) car crash they had last Saturday, February 16th in their City. Commissioner Melzer stated "Outstanding" happy to hear that we helped out. Letter received and placed on file.

Commissioner Melzer stated that he went with Chief Carley to City Council meeting on Monday, February 25, and that we did get approved to move along with hiring. Chief Carley stated he will received results from February 13th test on March 8th and at that time he will move forward to request names.

Commissioner Melzer inquired about phones which Chief Carley stated still in process to find and isolate problem with Dave Fuller. At this time, Chief doesn't have time frame answer. Sergeant Ken Mackey is working with Southgate Fire for similar issues. At this time, we still have no working fax but do have rip & run, which Chief stated communication is good; problem has not caused delayed or missed runs.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:12 p.m.

Respectfully submitted,


John C. Harris
Secretary

JCH/lm

CITY OF WYANDOTTE
SPECIAL FIRE COMMISSION MEETING

The Special Fire Commission meeting was held in administration office's of Wyandotte Fire Department @ 266 Maple on Thursday, March 21, 2013. Commissioner Melzer called the meeting to order at 4:13 p.m.

ROLL CALL:

Present:	Commissioner Harris Commissioner Melzer Chief Carley
Absent:	Commissioner Noles
Absent Recording Secretary:	Lynne Matt

DEPARTMENTAL

1. Hiring of Probationary Fire Fighter's

Commissioner Melzer stated purpose of meeting is to move forward to hiring 3 probationary fire fighter's. The applications were reviewed, with discussion, as well as Chief Carley's letter requesting the hiring of Mr. Kyle Caparaotta, Mr. Eric Schilk and Mr. Daniel Roemer. Commissioner Melzer motioned to approve the hiring of 3 probationary firefighters, supported by Commissioner Harris. Motion carried unanimously.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 4:20 p.m.

Respectfully submitted,



John C. Harris
Secretary
JCH/lm

**CITY OF WYANDOTTE
FIRE COMMISSION MEETING**

DRAFT

The Fire Commission meeting was held in the 2nd Floor Training Room at Police Headquarters on Tuesday, March 26, 2013. Commissioner Melzer called the meeting to order at 6:38 p.m.

ROLL CALL:

Present: Commissioner Harris
Commissioner Melzer
Commissioner Noles
Chief Carley

Recording Secretary: Lynne Matt

READING OF JOURNAL

Motioned by Commissioner Harris, supported by Commissioner Noles to approve the minutes as recorded for the meeting held on February 26, 2013. Motion carried unanimously.

Motioned by Commissioner Harris supported by Commission Noles to approve special meeting minutes as recorded for the meeting held on March 21, 2013. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Injury Update.* Chief Carley reported still have an employee off due do to non-duty related injury which is possible knee injury.

COMMUNICATIONS

1. *Letter to Commission from Chief Carley regarding transport of heart attack patient.* Chief Carley gave a summary of results of heart attack patient that was transported to Henry Ford Wyandotte Hospital Cath Lab with excellent results ending heart attack within 22 minutes, which saved this patients life. Director of Cath Lab credited the Wyandotte Fire Department with this outstanding care. Letter was received and placed on file.

DEPARTMENTAL

1. *Wyandotte Fire Department Monthly Report "February 2013"*
Chief Carley stated for month of February we billed out \$78,654.00 and there were 188 EMS calls which rescue 771 did 109 of them and rescue 772 did 79. Also noted, there was 34 fire calls of which 4 building fires. Commissioner Noles motioned to receive report as submitted and place on file, supported by Commissioner Harris. Motion carried.

submitted and place on file, supported by Commissioner Harris. Motion carried.

Fire Commission Meeting

Page 2

March 26, 2013

DEPARTMENTAL (continued)

2. *Department Bills submitted February 26, 2013 in the amount of \$3,146.49*

Department Bills submitted March 12, 2013 in the amount of \$3,447.91

Commissioner Harris formally motioned to approve bills and accounts submitted as stated above, supported by Commissioner Noles. Motion carried unanimously.

3. *Daily Reports*

Commissioner Harris motioned to receive and place on file daily reports, supported by Commissioner Noles. Motion carried

LATE

Commissioner Melzer inquired about new hires. Chief Carley stated that the first 2 have passed all tests and will be starting April 8th & April 9th and will work 40 hours 1st week then will be 3rd riders and shadow guys and by end of April will count as manpower. The other 3 are contingent upon completing and passing all tests required.

Commissioner Melzer stated due to lack of quorum for next scheduled meeting of Tuesday, April 9, 2013, the meeting will be cancelled. Next scheduled meeting of Commission will be Tuesday, April 23, 2013.

Commissioner Harris expressed his congrats to Chief and staff for doing a "Terrific Job".

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 7:04 p.m.

Respectfully submitted,

John C. Harris
Secretary

JCH/lm

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
March 26, 2013

ROLL CALL

Present: Chief Dan Grant
Commissioner Doug Melzer
Commissioner Amy Noles
Commissioner John Harris

Absent: None

Others Present: Abe, Owner of Sunoco Gas Station, 1730 Ford Ave.

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:00 p.m.

The Minutes from the regular Police Commission meeting on February 26, 2013, were presented.

Harris moved, Noles seconded,
CARRIED, to approve the regular minutes of February 26, 2013, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

1. **Thank You Letter** - February 19, 2013, from Robyn Vitale, Wilson Middle School, to Det. Galeski regarding his participation in Career Day.

Ms. Vitale thanked Det. Galeski for his assistance with their career day.

Also, Commissioner Harris added his note of thanks and complimented Det. Galeski on his Cadet presentation at the last Police Commission meeting.

Harris moved, Noles seconded,
CARRIED, to receive the correspondence and place on file.

2. **Thank You Card** – Card from Danielle Tharp thanking the Department, and especially Sgt. Ferguson and Officer Sharpes, for the investigation into her mother's death.

Ms. Tharp appreciated the compassion Sgt. Ferguson and Officer Sharpes displayed while attending to the details of her mother's passing.

Harris moved, Noles seconded,
CARRIED, to receive the correspondence and place on file.

3. **Letter Concerning Police Presence** – March 4, 2013 letter from Abe – Sunoco Gas Station, Ford Avenue, to Chief Grant regarding recent air conditioner thefts in the area.

Chief Grant explained there was a recent rash of these types of thefts, and they were not unique to the Wyandotte community. Given the state of the economy, many thieves are going after precious metals. Fortunately, we haven't had any repeats of this type of theft since that week.

Some types of crimes tend to be cyclical in nature.

Commissioner Harris encouraged the Chief to put some information on local cable TV encouraging residents to report anything they see that is out of the ordinary.

Two individuals were arrested committing this type of crime, but we cannot be certain they were the same ones responsible for the Sunoco gas station theft.

Melzer moved, Noles seconded,
CARRIED, to receive the correspondence and place on file.

DEPARTMENTAL

1. **Police Statistics** – February 2013, Year to Date Statistics

These stats, derived from the Southern Michigan Information Alliance system, represent all calls for service, including criminal.

In February, there were over 1,200 self-initiated events and over 400 calls for service. There have been roughly 4,700 total events so far this year.

Commissioner Harris inquired if there was anything unusual happening in the community. Chief Grant said nothing specific has been happening; we have been lucky.

Harris moved, Noles seconded,
CARRIED, to receive the February 2013 police statistics and year to date figures and place on file.

2. **Reserve Police Officer Policy**

The Department noticed several reserves were basically inactive. So, a meeting was held on March 5th. The reserves must work 8 hours per month as a minimum to be considered active.

The reserves generally "open" carry while serving the Department and Wyandotte community.

There are approximately 16 reserves right now, but that may change as some of the inactive reserves are dropped from the program.

The Reserve Police Officer Policy is a new policy for the Wyandotte Department.

Melzer moved, Harris seconded,
CARRIED, to accept and implement the Reserve Police Officer Policy as presented.

3. Citizen Questionnaire Responses

The Department received two responses this month. The first one regarded Officer Powers and retail fraud. The second one involved Officer Breaux and a non-aggravated assault report. Both responses were positive. So far, we have only received complimentary responses, but we will definitely share any negative ones with the Commissioners should we receive any.

Harris moved, Noles seconded,
CARRIED, to receive the citizen questionnaire responses and place on file.

4. Status on Police Officers' Collective Bargaining Agreement

The City and Union met last week along with a mediator, and there were only about a dozen issues to address. Most issues were settled, but there are four that will go to arbitration: (1) pension with all members in a defined benefit plan, (2) health insurance parity between current employees and retirees relating to premiums/co-pays, (3) the pension final average comp. will include over-time, and (4) final average compensation to be calculated on the best 36-months of the last 10 years and not the best 36-consecutive months as the City has always used for past retirees.

5. Police Department Organizational Chart

Since we have a shortage in Command staff, Sgt. Ferguson was moved from the Detective Bureau to the Patrol Command position where he will help oversee the daily operations of the patrol units and officers.

We are in the process of hiring two new patrol officers. Once they are established, two officers will be made available for "booster" shifts.

The field training program for a new officer is basically twelve weeks.

Melzer moved, Noles seconded,
CARRIED, to the Police Department Organizational Chart as presented and place on file.

6. Bills and Accounts – March 12, 2013, \$18,093.67 and March 26, 2013, \$9,650.24

Harris moved, Noles seconded,
CARRIED, to approve payment of the March 12, 2013, bills, \$18,093.67 and the March 26, 2013, bills, \$9,650.24.

NEW BUSINESS

1. Physical Agility Test for Patrol Candidates

The candidates took the physical agility test at Roosevelt High School on Saturday, March 23, 2013. Those that passed the test will move on to the interview and background check phases of the hiring process.

Chief Grant will bring a proposed hiring list back to the Commissioners before offering any candidate a position with the Department. We should have the list available for the next Commission meeting.

2. April 9, 2013 Police and Fire Commission Meetings

Neither Commissioner Melzer nor Commissioner Noles can attend the meeting scheduled for April 9, 2013. Therefore, that meeting is cancelled and the Commission will meet on April 23, 2013, the next regularly scheduled time.

3. Commission Election of Officers

Commissioner Melzer suggested this item be placed on the Commission agenda following the May 7, 2013 City General Election.

ADJOURNMENT

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 6:37 p.m.

Harris moved, Noles seconded,
CARRIED, to adjourn meeting at 6:37 p.m.

Laura Christensen
Administrative Assistant
Wyandotte Police Department

Laura Christensen

DRAFT

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
February 26, 2013

ROLL CALL

Present: Inspector James Pouliot
 Commissioner Doug Melzer
 Commissioner Amy Noles
 Commissioner John Harris

Absent: Chief Dan Grant (excused)

Others Present: Wayne County Deputy Sheriff – Chris Kowalski
 Downriver Detroit Cadet - Joe Hossler

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:17 p.m.

The Minutes from the regular Police Commission meeting on February 12, 2013, were presented.

Noles moved, Harris seconded,
CARRIED, to approve the regular minutes of February 12, 2013, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

1. **Letter of Professional Excellence** - Dated February 5, 2013, from Director of Public Safety - Southgate, Thomas Coombs, to Officer Kenneth Groat

Officer Groat and K9 Ice assisted in apprehending two individuals that had broken in to the Radio Shack store.

Melzer moved, Noles seconded,
CARRIED, to receive correspondence and place on file.

DEPARTMENTAL

1. **Det. Galeski** – Downriver Cadets

Det. Galeski was joined by Wayne County Deputy Sheriff, Chris Kowalski, who runs the Cadet program with Det. Galeski. Cadet, Joe Hossler, was present as well.

Det. Galeski gave a brief presentation about the development of the Cadet program and the criteria for applying to it. Cadets must be between 14 and 21 years of age and are not “at risk” kids.

The current roster consists of 63 participants.

Since 2008, six past attendees have gone on to become sworn officers.

Cadet Hossler spoke briefly and told the Commissioners why he applied to the Cadet program and what his participation meant to him.

Deputy Sheriff Kowalski has been working with Det. Galeski on the Cadet program since 2008. He believes the program is definitely a jewel in Downriver, and its impacts are felt way beyond this area.

The cadets have three different uniforms which are paramilitary style.

Recruiting generally begins in the Fall, followed by the interview process in January.

The Cadets are extremely involved in community service. In fact, several will be receiving community service awards from President Obama in the near future.

The Cadet program is sponsored by Kiwanis and BASF; there is no cost to the department other than Det. Galeski earning comp time for his overtime hours. Det. Galeski made it clear though that the program is his passion and has nothing to do with comp time or earning money.

Commissioner Harris noted that BASF is a very good corporate neighbor.

The presentation concluded with the Commissioners thanking everyone for their time.

2. Policy For the Audio/Visual Recording Of Custodial Interrogations

There is a new state law that requires the Department to implement this policy. If the seriousness of the crime could result in a jail sentence of 20 years or greater, there must be a custodial recording.

Even though it's a new policy for the Department, we already have the necessary recording equipment in place.

Chief Grant obtained the policy from L.E.A.F. (Law Enforcement Action Forum).

Noles moved, Harris seconded,
CARRIED, to support and approve the Policy For the Audio/Visual Recording Of Custodial Interrogations as presented.

3. Outside Employment Application – Officer Jeffrey Powers

Officer Powers submitted a request to work at the Carleton Police Department on the days he is not scheduled to work in Wyandotte. The Commissioners were okay with this request as long as Officer Powers did not use any Wyandotte property or resources with respect to his employment with Carleton.

Melzer moved, Noles seconded,
CARRIED, to approve Officer Power's request for outside employment with the Carleton Police Department, subject to him meeting all of the Wyandotte Police Department policies.

4. Citizen Evaluation of Services

Officer Geiger was dispatched to a call where the resident was deceased. Her family appreciated his efforts and returned a favorable reply via the questionnaire.

Melzer moved, Noles seconded,
CARRIED, to receive the citizen response regarding Officer Geiger and place on file.

5. Bills and Accounts – February 26, 2013, \$7,116.45

Harris moved, Noles seconded,
CARRIED, to approve payment of the February 26, 2013, bills for \$7,116.45

NEW BUSINESS

1. Hiring Process for New Officers

Commissioner Melzer inquired about the status of hiring new officers. Inspector Pouliot said the Department had received a stack of applications, and the applicants have until March 1, 2013 to take their EMPCO exams.

ADJOURNMENT

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 6:50 p.m.

Harris moved, Noles seconded,
CARRIED, to adjourn meeting at 6:50 p.m.

Laura Christensen
Administrative Assistant
Wyandotte Police Department



SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 02/01/2013 00:00:00 - 02/28/2013 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	2	2	0%	0:04:56	0:01:34	0:32:19	1:17:38	0:38:49
	ABANDONED AUTO	0	154	5	159	10%	0:00:47	0:08:12	0:12:31	35:57:30	0:13:34
	ACCIDENT/PERSONAL INJURY	0	0	3	3	0%	0:02:28	0:03:02	0:50:40	2:09:55	0:43:18
	ACCIDENT/PROPERTY DAMAGE	0	1	18	19	1%	0:02:19	0:03:57	0:28:09	10:50:09	0:34:13
	ACCIDENTAL DAMAGE	0	0	2	2	0%	0:14:00	0:06:12	0:19:03	1:21:54	0:40:57
	ALARM	0	1	29	30	2%	0:03:15	0:04:06	0:12:14	8:57:04	0:17:54
	ANIMAL COMPLAINT	0	36	27	63	4%	0:36:04	0:09:50	0:21:09	52:35:42	0:50:05
	ASSAULT & BATTERY	1	3	3	7	0%	0:02:01	0:14:04	1:05:06	6:44:35	1:07:26
	ASSIST OTHER AGENCY	0	6	5	11	1%	0:00:16	0:05:06	0:36:58	6:30:34	0:35:30
	BREAKING & ENTERING	0	0	7	7	0%	0:04:19	0:07:38	0:37:26	5:20:06	0:45:44
	BREAKING & ENTERING IN PROGRES	0	0	2	2	0%	0:01:48	0:02:18	2:26:39	5:01:30	2:30:45
	BUILDING CHECK	0	5	1	6	0%	0:01:23	0:01:57	0:04:41	0:38:25	0:06:24
	BUSINESS STOP	0	60	0	60	4%	0:00:01	0:00:00	0:10:56	10:57:12	0:10:57
	CHECK WELL BEING	0	0	22	22	1%	0:05:14	0:03:28	0:22:59	11:29:14	0:31:20
	CHILD ABUSE/NEGLECT	0	0	1	1	0%	0:02:22	0:07:14	0:50:40	1:00:16	1:00:16
	CITIZEN ASSIST	0	12	17	29	2%	0:03:57	0:05:33	0:15:27	10:26:20	0:21:36
	CIVIL DISPUTES	0	0	9	9	1%	0:13:18	0:04:12	0:32:59	7:27:14	0:49:42
	DEATH INVESTIGATION	0	0	7	7	0%	0:02:29	0:07:57	1:59:26	6:47:36	0:58:14
	DETAIL	0	27	0	27	2%	0:00:01	0:13:53	1:07:32	32:09:02	1:11:27
	DISORDERLY	0	2	18	20	1%	0:03:15	0:02:42	0:25:49	10:23:42	0:31:11
	DOMESTIC	1	1	30	32	2%	0:03:01	0:02:58	0:37:36	24:12:12	0:46:51
	DUMPING	0	0	1	1	0%	0:02:45	0:00:00	0:00:00	0:15:53	0:15:53
	FELONIOUS ASSAULT	0	1	1	2	0%	0:00:25	0:00:45	2:21:29	4:44:08	2:22:04
	FIGHT	0	0	7	7	0%	0:01:35	0:02:14	0:27:01	3:20:00	0:28:34

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	FIRE	0	0	6	6	0%	0:00:24	0:02:21	1:26:27	8:46:56	1:27:49
	FLEEING & ELUDING	0	1	0	1	0%	0:00:00	0:43:34	1:38:23	2:21:58	2:21:58
	FOLLOW-UP	0	138	2	140	8%	0:00:08	0:09:01	0:11:00	26:18:31	0:11:17
	FOUND PROPERTY	1	0	4	5	0%	0:13:48	0:10:44	0:37:19	4:07:28	1:01:52
	FRAUD	0	1	4	5	0%	0:01:14	0:11:23	0:47:53	3:57:39	0:47:32
	FUEL	0	9	0	9	1%	0:00:01	0:00:00	0:10:10	1:31:42	0:10:11
	HARASSMENT	0	0	3	3	0%	0:02:35	0:03:03	0:26:51	1:37:32	0:32:31
	HIT & RUN ACCIDENT	0	2	12	14	1%	0:03:24	0:05:40	0:23:02	7:28:47	0:32:03
	JUVENILE COMPLAINT	0	0	3	3	0%	0:02:16	0:11:56	0:04:59	0:57:33	0:19:11
	LARCENY	1	3	21	25	2%	0:04:17	0:06:56	0:30:51	17:33:05	0:43:53
	MALICIOUS DESTRUCTION	0	0	9	9	1%	0:08:11	0:07:15	0:23:53	5:37:11	0:37:28
	MENTAL	0	0	1	1	0%	0:04:06	0:00:07	0:46:09	0:50:22	0:50:22
	MISCELLANEOUS	3	26	14	43	3%	0:04:07	0:03:23	0:39:41	26:57:07	0:40:26
	MISSING PERSON	0	0	1	1	0%	0:03:25	0:05:24	1:05:25	1:14:15	1:14:15
	NEIGHBORHOOD DISPUTE	0	0	2	2	0%	0:06:48	0:03:11	0:22:07	1:04:13	0:32:07
	NOISE COMPLAINT	0	0	9	9	1%	0:05:43	0:08:17	0:04:37	3:53:34	0:25:57
	OPERATING UNDER THE INFLUENCE	0	6	2	8	0%	0:00:25	0:03:06	0:41:25	5:37:10	0:42:09
	ORDINANCE VIOLATION	0	13	3	16	1%	0:00:40	0:02:54	0:16:51	5:02:52	0:18:56
	OVERDOSE	0	0	1	1	0%	0:00:14	0:18:51	4:18:02	4:35:07	4:35:07
	PARKING COMPLAINTS	0	133	11	144	9%	0:00:37	0:07:38	0:10:43	28:22:12	0:11:49
	PATROL CHECK	0	171	0	171	10%	0:00:01	0:00:00	0:38:01	108:24:54	0:38:02
	PRISONER TRANSPORT	0	3	0	3	0%	0:00:01	0:00:00	0:16:08	0:48:26	0:16:09
	RADAR ENFORCEMENT	0	64	0	64	4%	0:00:01	0:00:00	0:23:14	24:48:37	0:23:16
	RECKLESS DRIVING	0	0	2	2	0%	0:02:07	0:01:56	0:23:59	0:56:04	0:28:02
	RECOVERED STOLEN VEH / PROP	0	0	1	1	0%	0:29:51	0:08:07	0:24:16	1:02:15	1:02:15
	RESCUE EMERGENCY	0	0	8	8	0%	0:00:39	0:02:26	0:32:56	4:10:41	0:31:20
	RESIDENTIAL CHECK	0	1	0	1	0%	0:00:01	0:00:00	0:01:06	0:01:07	0:01:07

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	RETAIL FRAUD	0	0	2	2	0%	0:02:04	0:01:13	0:58:55	2:04:26	1:02:13
	RUNAWAY JUVENILE	1	0	1	2	0%	0:15:27	0:02:30	1:14:47	3:05:30	1:32:45
	STALKING COMPLAINTS	0	0	2	2	0%	0:04:03	0:09:53	0:13:50	0:55:32	0:27:46
	STOLEN VEHICLE	0	0	2	2	0%	0:21:57	0:00:00	0:00:00	2:16:00	1:08:00
	SUICIDE	0	0	2	2	0%	0:02:10	0:03:21	0:16:09	0:43:22	0:21:41
	SURVEILLANCE	0	1	0	1	0%	0:00:01	0:00:00	0:43:57	0:43:58	0:43:58
	SUSPICIOUS INCIDENT	1	4	24	29	2%	0:03:54	0:04:47	0:26:33	16:25:51	0:35:13
	SUSPICIOUS PERSON	0	3	7	10	1%	0:09:27	0:05:32	0:11:55	3:53:04	0:23:18
	SUSPICIOUS VEHICLE	0	6	7	13	1%	0:02:54	0:04:36	0:22:07	5:22:40	0:24:49
	THREATS	1	1	14	16	1%	0:05:24	0:05:52	0:19:06	8:19:16	0:33:17
	TRAFFIC HAZARD	0	5	8	13	1%	0:01:49	0:03:39	0:20:31	5:19:46	0:24:36
	TRAFFIC STOP	0	279	1	280	17%	0:00:02	0:03:30	0:09:20	43:47:16	0:09:23
	VIOLATION OF PARK RULES	0	1	0	1	0%	0:00:01	0:00:00	0:00:14	0:00:15	0:00:15
	VIOLATION OF PUBLIC HEALTH COE	0	2	1	3	0%	0:01:26	0:00:00	0:52:54	1:51:52	0:37:17
	VIOLATION ROAD LAWS	0	5	0	5	0%	0:00:01	0:00:00	0:37:20	3:06:46	0:37:21
	WARRANT	0	33	13	46	3%	0:01:19	0:12:44	0:28:08	28:44:39	0:37:30
	Subtotals for No Summary Code	10	1220	420	1650	100%	0:04:14	0:06:26	0:38:44	685:25:22	0:44:37
	Subtotals for WYPD	10	1220	420	1650	100%	0:04:14	0:06:26	0:38:44	665:25:22	0:44:37

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2013 00:00:00 - 03/20/2013 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	8	8	0%	0:03:45	0:01:48	0:15:24	2:43:14	0:20:24
	ABANDONED AUTO	0	452	19	471	10%	0:03:00	0:06:51	0:14:25	137:25:38	0:17:30
	ACCIDENT/NON TRAFFIC AREA	0	0	1	1	0%	0:07:59	0:00:00	0:00:00	0:08:59	0:08:59
	ACCIDENT/PERSONAL INJURY	0	0	5	5	0%	0:01:48	0:03:37	0:51:42	4:05:28	0:49:06
	ACCIDENT/PROPERTY DAMAGE	0	6	87	93	2%	0:03:35	0:05:30	0:32:34	61:58:25	0:39:59
	ACCIDENTAL DAMAGE	0	1	4	5	0%	0:08:11	0:03:57	0:23:55	2:57:05	0:35:25
	ALARM	0	1	101	102	2%	0:03:00	0:03:34	0:10:57	27:50:41	0:16:23
	ANIMAL COMPLAINT	0	114	74	188	4%	0:19:18	0:11:05	0:18:47	121:55:28	0:38:55
	ASSAULT & BATTERY	3	3	13	19	0%	0:03:35	0:07:33	0:48:01	15:08:54	0:56:48
	ASSIST OTHER AGENCY	0	9	10	19	0%	0:00:52	0:03:56	0:48:26	14:27:22	0:45:39
	BREAKING & ENTERING	1	1	33	35	1%	0:07:01	0:06:56	0:44:54	31:30:55	0:55:37
	BREAKING & ENTERING IN PROGRES	0	0	3	3	0%	0:01:23	0:01:50	2:08:16	6:34:28	2:11:29
	BUILDING CHECK	0	13	5	18	0%	0:02:47	0:04:42	0:10:20	4:16:57	0:14:17
	BUSINESS STOP	0	130	0	130	3%	0:00:01	0:00:00	0:11:51	25:44:04	0:11:53
	CHECK WELL BEING	0	3	68	71	2%	0:05:31	0:03:46	0:23:31	38:03:15	0:32:10
	CHILD ABUSE/NEGLECT	1	1	4	6	0%	0:05:40	0:05:08	0:28:58	3:13:45	0:38:45
	CITIZEN ASSIST	0	29	61	90	2%	0:04:04	0:05:20	0:14:50	32:45:54	0:21:51
	CIVIL DISPUTES	0	3	24	27	1%	0:07:51	0:04:46	0:37:05	21:41:48	0:48:13
	CRIMINAL SEXUAL CONDUCT	1	0	2	3	0%	0:01:55	0:05:34	1:37:21	2:31:53	1:15:57
	DEATH INVESTIGATION	0	0	19	19	0%	0:02:58	0:05:56	1:30:31	18:16:09	0:57:42
	DETAIL	0	93	0	93	2%	0:00:02	0:11:42	1:06:25	108:45:47	1:10:10
	DISORDERLY	0	5	60	65	1%	0:03:41	0:02:39	0:28:44	36:48:50	0:33:59
	DOMESTIC	1	1	91	93	2%	0:03:00	0:03:30	0:36:52	66:12:29	0:43:11
	DRUG VIOLATIONS	0	0	2	2	0%	0:01:44	0:07:55	0:33:26	1:26:11	0:43:06

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DUMPING	0	0	2	2	0%	0:33:49	0:20:01	0:26:39	2:07:26	1:03:43
	EMBEZZLEMENT	0	0	1	1	0%	0:05:09	0:03:30	0:21:38	0:30:18	0:30:18
	FELONIOUS ASSAULT	0	1	5	6	0%	0:03:47	0:04:00	1:08:58	7:17:10	1:12:52
	FIELD CONTACTS	0	1	1	2	0%	0:00:31	0:00:00	0:02:25	0:03:09	0:01:35
	FIGHT	0	0	21	21	0%	0:01:32	0:01:52	0:31:19	10:55:55	0:31:14
	FIRE	0	0	7	7	0%	0:00:22	0:02:21	1:27:25	10:20:17	1:28:37
	FLEEING & ELUDING	0	3	1	4	0%	0:00:34	0:18:15	1:35:12	7:16:45	1:49:11
	FOLLOW-UP	0	450	2	452	10%	0:00:04	0:05:20	0:09:55	76:01:40	0:10:06
	FOUND PROPERTY	1	2	13	16	0%	0:15:54	0:08:34	0:34:21	12:59:41	0:51:59
	FRAUD	2	5	12	19	0%	0:02:38	0:09:21	0:56:28	13:47:03	0:48:39
	FUEL	0	26	0	26	1%	0:00:02	0:00:00	0:07:38	3:19:23	0:07:40
	HARASSMENT	1	1	7	9	0%	0:02:26	0:04:40	0:31:38	3:58:07	0:29:46
	HIT & RUN ACCIDENT	0	7	30	37	1%	0:03:48	0:07:52	0:26:56	21:48:26	0:35:22
	HOMICIDE	0	0	1	1	0%	0:00:49	0:00:00	0:00:00	0:01:05	0:01:05
	HOUSE STOP	0	1	0	1	0%	0:00:00	0:00:00	0:03:32	0:03:32	0:03:32
	IDENTITY THEFT	0	1	0	1	0%	0:00:02	0:00:00	2:18:27	2:18:29	2:18:29
	INDECENT EXPOSURE	0	0	1	1	0%	0:04:25	0:04:52	0:10:07	0:19:25	0:19:25
	INJURED PERSON	0	1	0	1	0%	0:00:01	0:00:00	0:00:16	0:00:17	0:00:17
	INJURY ON DUTY	0	2	1	3	0%	0:00:33	0:22:36	0:12:11	4:13:56	1:24:39
	JUVENILE COMPLAINT	0	1	11	12	0%	0:04:11	0:06:47	0:26:20	6:16:13	0:31:21
	LARCENY	5	15	60	80	2%	0:04:57	0:05:59	0:24:26	44:56:32	0:35:57
	MALICIOUS DESTRUCTION	0	2	28	30	1%	0:05:13	0:09:38	0:26:19	19:55:12	0:39:50
	MENTAL	0	0	6	6	0%	0:02:58	0:02:03	0:40:50	4:21:55	0:43:39
	MISCELLANEOUS	5	77	31	113	2%	0:02:32	0:03:48	0:43:48	76:37:36	0:42:34
	MISSING PERSON	1	1	3	5	0%	0:17:23	0:03:03	1:02:14	6:39:27	1:19:53
	MISSING PERSON - RECOVERED	0	0	2	2	0%	0:02:38	0:07:07	0:05:15	0:28:32	0:14:16
	NARCOTICS INVESTIGATION	0	1	2	3	0%	0:01:25	0:02:08	0:38:50	2:05:02	0:41:41
	NEIGHBORHOOD DISPUTE	0	0	7	7	0%	0:06:14	0:04:03	0:30:11	4:43:15	0:40:28

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	NOISE COMPLAINT	0	1	28	29	1%	0:07:29	0:05:02	0:13:36	13:30:34	0:27:57
	OPERATING UNDER THE INFLUENCE	0	16	7	23	0%	0:00:31	0:02:46	1:05:53	25:40:52	1:07:00
	ORDINANCE VIOLATION	0	60	10	70	1%	0:17:38	0:05:33	0:13:55	36:40:40	0:31:26
	OVERDOSE	0	0	2	2	0%	0:00:40	0:10:44	2:23:08	5:09:04	2:34:32
	PARKING COMPLAINTS	0	257	24	281	6%	0:01:08	0:05:48	0:10:32	56:26:23	0:12:03
	PATROL CHECK	0	364	0	364	8%	0:00:01	0:00:00	0:35:20	214:29:56	0:35:21
	PRISONER CHECK	0	1	0	1	0%	0:00:02	0:00:00	0:10:05	0:10:08	0:10:08
	PRISONER TRANSPORT	0	6	0	6	0%	0:00:01	0:00:00	0:51:09	5:06:57	0:51:10
	RADAR ENFORCEMENT	0	199	0	199	4%	0:00:01	0:00:00	0:19:37	65:09:10	0:19:39
	RECKLESS DRIVING	0	1	9	10	0%	0:03:50	0:03:35	0:16:18	3:35:12	0:21:31
	RECOVERED STOLEN VEH / PROP	0	1	3	4	0%	0:08:11	0:08:07	1:01:14	3:26:04	0:51:31
	RESCUE EMERGENCY	0	1	22	23	0%	0:01:42	0:02:46	0:23:25	9:55:17	0:25:53
	RESIDENTIAL CHECK	0	2	0	2	0%	0:00:01	0:00:00	0:02:10	0:04:22	0:02:11
	RETAIL FRAUD	1	0	3	4	0%	0:01:39	0:01:36	1:16:44	4:00:00	1:20:00
	ROBBERY	0	1	1	2	0%	0:09:37	0:00:00	2:10:10	3:09:03	1:34:32
	ROBBERY ALARM	0	0	1	1	0%	0:01:37	0:00:08	0:03:06	0:04:52	0:04:52
	RUNAWAY JUVENILE	1	2	4	7	0%	0:10:40	0:07:05	0:41:22	6:39:52	0:57:07
	SHOTS FIRED	0	0	2	2	0%	0:01:11	0:04:17	0:05:20	0:21:37	0:10:49
	STALKING COMPLAINTS	1	0	4	5	0%	0:03:40	0:08:14	0:35:41	3:10:24	0:47:36
	STOLEN VEHICLE	0	0	17	17	0%	0:09:43	0:04:36	0:27:53	11:23:31	0:40:12
	SUICIDE	0	0	7	7	0%	0:03:56	0:02:34	0:32:16	4:31:24	0:38:46
	SURVEILLANCE	0	10	0	10	0%	0:00:02	0:00:00	0:50:42	8:27:21	0:50:44
	SUSPICIOUS INCIDENT	4	6	61	71	2%	0:05:13	0:04:24	0:21:18	34:25:54	0:30:50
	SUSPICIOUS PERSON	0	21	37	58	1%	0:04:30	0:03:09	0:13:45	21:50:21	0:22:36
	SUSPICIOUS VEHICLE	0	14	33	47	1%	0:04:13	0:04:01	0:16:21	18:42:21	0:23:53
	THREATS	1	5	29	35	1%	0:05:28	0:05:20	0:26:15	20:47:15	0:36:41
	TRAFFIC HAZARD	0	23	20	43	1%	0:04:22	0:04:47	0:12:00	13:57:14	0:19:28

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	TRAFFIC STOP	0	783	3	786	17%	0:00:02	0:01:51	0:10:27	137:06:16	0:10:28
	TRESPASSING	0	0	2	2	0%	0:05:36	0:01:35	0:24:42	1:03:45	0:31:53
	VIOLATION OF PARK RULES	0	1	0	1	0%	0:00:01	0:00:00	0:00:14	0:00:15	0:00:15
	VIOLATION OF PUBLIC HEALTH COE	0	6	2	8	0%	0:00:34	0:00:03	1:00:38	7:10:48	0:53:51
	VIOLATION ROAD LAWS	0	20	0	20	0%	0:00:01	0:00:00	0:40:34	13:31:51	0:40:36
	WARRANT	13	42	43	98	2%	0:03:10	0:20:21	0:36:06	77:48:37	0:54:55
	WEAPONS	0	0	2	2	0%	0:05:47	0:11:45	1:41:18	3:57:41	1:58:51
	Subtotals for No Summary Code	43	3306	1325	4674	100%	0:04:06	0:05:53	0:37:04	1961:34:28	0:41:41
	Subtotals for WYPD	43	3306	1325	4674	100%	0:04:06	0:05:53	0:37:04	1961:34:28	0:41:41

01- 27
March 19, 2013

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Tuesday, March 19, 2013 at 5:00 P.M.

ROLL CALL: Present: Commissioner - Gerald P. Cole - excused
Frederick C. DeLisle
James S. Figurski
Leslie G. Lupo
Michael Sadowski

Acting General Manager
& Secretary - Rod Lesko

Also Present - Paul LaManes
Steve Timcoe
Pam Tierney
Valerie Hall
Charlene Hudson
Kerry McLenon
William Weirich
Bill Brickey
Frank Audia
Alisha Davis
CATV Volunteer

01 - 28
March 19, 2013

APPROVAL OF MINUTES

MOTION by Commissioner Figurski and seconded by Commissioner Lupo to approve the February 19, 2013 working session Municipal Service Commission meeting minutes.

MOTION by Commissioner Figurski and seconded by Commissioner Sadowski to approve the February 19, 2013 regular session Municipal Service Commission meeting minutes.

HEARING OF PUBLIC CONCERNS

None

PRESENTATION OF FISCAL YEAR 2011-2012 Financial Statement Audit from Plante & Moran

Bill Brickey, Plante and Moran, Giving overview on 2011-2012 Audit.

Alisha Davis, Plante and Moran, giving PowerPoint overview on Municipal Service operating results and other key measurements.

ELECTRIC FUND:

Operating Revenue - Slight decrease from Fiscal 2011. PSA reset to \$0, incorporated into new base rates.

Operating Expenses - Down approx. 2.5% from Fiscal 2011 due primarily to the decrease in Power Production costs and fewer coal volume penalties.

Operating Income - Improved to approx. \$5.4 million in fiscal year 2012, the second year in a row of positive operating income.

Working Capital - Currently at approx. \$ 2.84 million. Management working towards targeted working capital of 3 months operating expenses of \$ 9 million.

Debt Service Coverage Ratio - Two debt coverage measures, actual expenses must be less than budget and budgeted/actual net revenue must be $\geq 110\%$ of prospective debt service payments. WMS met both measures based on operating results, actual expenses were less than budgeted expenses for Fiscal 2012 and the Coverage Ratio was 195%.

WATER FUND:

The WMS Water Department finished the year with positive operating results and is considered self-sufficient.

CABLE FUND:

Operating Revenue - Fiscal 2012 operating revenue is approx. \$9.5 million an increase of approx. \$1.3 million from Fiscal 2011, the largest portion attributed to the pass through of franchise and retransmission fees. VOIP and Internet revenue increases also impacted the overall operating revenue increase.

Operating Expenses - CATV operating expenses have increased by approx. 2% primarily attributed to the continued increases experienced in programming royalties.

For the first time since Fiscal 2005 the Cable Fund had operating revenue in excess of operating expenses. One caution regarding the results would be the impact of the one-time income items from the building sale and the refund of prior year expenses.

AUDIT FINDINGS AND OTHER REQUIRED COMMUNICATIONS:

Bank Reconciliations - WMS had a \$ 1.2 million classification adjustment for a deposit made on the last day of the fiscal year in the bank and the first day of Fiscal 2013 on the books.

Customer Billing - WMS had a million dollar water invoice over billing due to a meter system error that was not discovered before the bill was issued. The error was identified by the customer, and ultimately corrected. We encourage the Department to ensure that the appropriate personnel review the exception reports during each billing period to identify any outliers in the billing.

Sick and Vacation Accrual - We encourage the Department to implement a review process, whereby somebody other than the preparer reviews and approves the calculation prior to the start of the audit.

Coal Inventory - We recommend that the Department review its methods of measuring the tracking of coal on a monthly basis to improve the accuracy of the inventory tracking system.

Physical Inventory - We noted significant improvement to the process for tracking and monitoring inventory on hand. The Department made progress in the area during the year but still has a way to go in getting the full inventory counts completed and recorded on the books without any adjustments.

Inventory General Ledger Account - In conjunction with the audit, several adjustments were made to properly report the inventory amount in the general ledger in accordance with the physical inventory on hand at year end. We encourage the Department to ensure that this process is complete by September 30, 2013.

Fixed Assets - During the current year, the Department made great improvements in the process for tracking capital purchases and appropriately classifying between fixed assets and repair and maintenance accounts. As in previous years, the reports generated from the system were not easily reconciled to the general Ledger. We encourage the Department to review this information on a periodic basis to make adjustments to the fixed asset module if appropriate. A review of the fixed asset software is also encouraged as the software does not seem to address departmental needs adequately.

Journal Entries/Year-end Closing Process- In addition to the above matters, various other journal entries were recommended during the course of our audit in order to ensure that the financial statement presentation was in conformity with generally accepted accounting principles.

Reconciliation of Miscellaneous Receivable and Accrual Accounts - We encourage the Department to continue to reconcile these accounts regularly and to "clean up" the remaining accounts going forward.

RESOLUTION 03-2013-01

Steve Timcoe, Superintendent of Telecommunications, giving overview on renewal of ASCAP agreement for use of certain copyright materials by WMS during Local Programming and PEG channel broadcasts. Agreement is requested to be renewed through December 31, 2016.

MOTION by Commissioner Lupo and seconded by Commissioner DeLisle to authorize the General Manager to execute the Cable Television System Operator Blanket License Agreement with American Society of Composers Authors and Publishers ("ASCAP") as recommended by WMS Management

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 03-2013-02

Steve Timcoe, Superintendent of Telecommunications, giving an overview on the renewal of the Turner Network Services affiliation programming royalty agreement for period March 1, 2013 through February 29, 2016 at the rates noted in the agreement.

MOTION by Commissioner DeLisle and seconded by Commissioner Sadowski to authorize the General Manager to execute the Turner Network Services Affiliation Agreement with Turner Network Sales, Inc. as negotiated by NCTC and recommended by WMS Management.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 03-2013-03

Steve Timcoe, Superintendent of Telecommunications, giving an overview on the Big Ten Network affiliation programming royalty agreement renewal that expired on December 31, 2012. WMS has been operating under and extension and the new agreement is proposed through August 31, 2016 at the rates noted in the agreement.

MOTION by Commissioner Sadowski and seconded by Commissioner DeLisle to authorize the General Manager to execute the Affiliation Agreement with FOX CABLE NETWORKS SERVICES. LLC for Big Ten Network Programming as negotiated and recommended by WMS management.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 03-2013-04

Valerie Hall giving an overview on a net zero FY2013 operating budget amendment re-allocating budgeted funds from overtime to cover costs

not anticipated due to the move of the Customer Assistance and Payment Center to the new City Hall.

MOTION by Commissioner Lupo and seconded by Commissioner DeLisle to approve the FY2013 budget amendment re-allocating OT to Miscellaneous Office Supplies for Electric, Water, and Cable as recommended by the Customer Assistance/Collection (Payment Center) Supervisor and WMS Management.

CABLE TV CAPITAL PROJECT TIMELINE PROPOSAL

Rod Lesko, Acting General Manager, giving overview on Telecommunications Capital Project timeline for Homes per Node and Bandwidth reclamation capital projects.

RESOLUTION 03-2013-05

Paul LaManes, Assistant General Manager, giving overview on Telecommunications Phase/Task C - Review of Potential Strategies and Options as proposed by Utility Financial Solutions and as recommended by WMS Management.

MOTION by Commissioner Figurski and seconded by Commissioner Lupo to table.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 03-2013-06

William Weirich, Superintendant of Water Department, giving overview on opening for a Filter Plant Operator Position.

MOTION by Commissioner Lupo and seconded by Commissioner Sadowski to give permission to bid the Filter Plant Operator Position.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 03-2013-07

Kerry McLennon, Superintendant of Power Plant, giving overview on opening for Power Plant Department Helper Position.

MOTION BY Commissioner Sadowski and seconded by Commissioner DeLisle to give permission to bid a Power Plant Department Helper position.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 03-2013-08

Charlene Hudson, Power Systems Supervising Engineer, giving overview on Coal Purchase agreement for Boiler 8.

MOTION BY Commissioner Sadowski and seconded by Commissioner Lupo to approve resolution for the purchase of coal through Pickands Mather from East Fairfield Coal Company.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski

NAYS: None

REPORTS AND COMMUNICATIONS

MOTION BY Commissioner Figurski and seconded by Commissioner Sadowski to receive and place on file.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski

NAYS: None

APPROVAL OF VOUCHERS

MOTION by Commissioner DeLisle and seconded by Commissioner Lupo that the bills be paid as audited.

	\$	(812.97)
#5157	\$	377,185.26
	\$	(6,816.16)
	\$	6,816.16
#5158	\$	839,844.05
#5159	\$	286,542.47
#5160	\$	900,658.94
#5161	\$	1,359.58

Commissioner Figurski asked that roll be called.

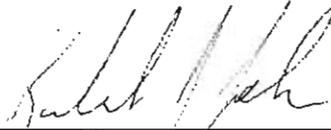
YEAS: Commissioner DeLisle, Figurski, Lupo, Sadowski
NAYS: None

LATE ITEM

Steve Timcoe, Superintendent of Telecommunications, introducing new CATV channel Lifetime HD on channel 190 and Lifetime Network Movies 191.

Also, channel 142 Cool TV is now channel 142 Cozi TV. Programming under Cozi TV will consist of iconic TV shows and classic movies. During April 2013 Wyandotte Cable will be running a promotion for Starz/Encore.

Motion By Commissioner Lupo and seconded by Commissioner Sadowski to now adjourn. 6:11 P.M.



Rod Lesko
Secretary

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, March 21, 2013, Meeting
MINUTES AS RECORDED

The meeting was called to order by Chairperson Elizabeth A. Krimmel at 6:30 p.m.

COMMISSIONERS PRESENT: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

COMMISSIONERS EXCUSED: Parker

ALSO PRESENT: Charles Leman
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

1. Chairperson Krimmel read a communication from the Mayor accepting the resignation of Commissioner Hovis. Chairperson Krimmel indicated that the Mayor was appointing Ms. Cassandra L. Booms. Ms. Booms will be sworn in for the next meeting of the Commission.

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Tavernier to approve the minutes of the Regular Meeting of February 21, 2013. MOTION PASSED.

OLD BUSINESS:

None

NEW BUSINESS:

- I. Public Hearing** - Request from Tony Pizzo and Matteo Agrusa, Appellant and the City of Wyandotte, Owner, to rezone the vacant property located Northeast Corner of 11th and Eureka formerly known as 1046 Eureka, Wyandotte.

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Tavernier to recommend to the City Council that the following property located in the City of Wyandotte, County of Wayne, and State of Michigan be rezoned:

Lot 14 except the southerly part thereof measuring 4.72 feet on the westerly lot line and 4.77 feet on the easterly lot line, Block 286 Hurst and Post's Subdivision.

It is proposed that said land be rezoned from Single Family Residential District (RA) to Multiple Family Residential District (RM-1).

YES: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

NO: None

ABSENT: Parker

MOTION PASSED

2. Review of the parking lot and landscaping plan for the proposed new three (3) unit apartment building to be located on the Northeast Corner of 11th and Eureka formerly known as 1046 Eureka, Wyandotte as submitted by Sarnacki & Associates.

MOTION BY COMMISSIONER SCHULTZ, supported by Commissioner Adamczyk that the landscape plan as submitted by Sarnacki & Associates for the proposed new three (3) unit apartment building to be located on the

northeast corner of 11th and Eureka is hereby approved provided three (3) additional street trees are planted along 11th Street.

YES: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

NO: None

ABSENT: Parker

MOTION PASSED

PERSONS IN THE AUDIENCE:

No persons in audience.

SPECIAL ORDER:

- There was a discussion on rooming houses and group homes within the City of Wyandotte. Mr. Leman indicated that he could not find any communications regarding inspections of these types of units. Commissioner Schultz asked if they file under the Rental Ordinance of the City of Wyandotte. Since the Commissioners were not sure, Commissioner Schultz asked if a letter could be sent to the Legal Department to ask their opinion on this issue. The Commission agreed that a letter would be sent to the Legal Department.
- Master Plan Update: The Commission determined to meet at the conference table in the Council Chambers, during this meeting, to review the Master Plan Map.

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Duran to:
Pay Beckett & Raeder for Planning Consultant fee for March in the amount of \$700.00
Hours for Secretarial Services: 02/12/13 – 03/06/13 9.50 Total Hours

YES: Adamczyk, Duran, Eberts, Krimmel, Lupo, Schultz, Tavernier

NO: None

ABSENT: Parker

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER TAVERNIER, supported by Commissioner Eberts to adjourn the meeting at 7:00 p.m.

Public Hearing - Request from Tony Pizzo and Matteo Agrusa, Appellant and the City of Wyandotte, Owner, to rezone the vacant property located Northeast Corner of 11th and Eureka formerly known as 1046 Eureka, Wyandotte

Chairperson Krimmel opened the Public Hearing and asked if there was anyone present who wished to speak about this public hearing.

Mr. Pizzo present.

Chairperson Krimmel as if they would be using the same brick as the adjacent property.

Mr. Pizzo indicated that his parents own the adjacent property and they will try to match the brick.

Mr. Leman indicated that this proposed use is the best use of the property in his opinion he does not see a single family home being built there.

There being no more questions, the public hearing was closed.

No communications were received regarding this hearing.
