

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, JUNE 3rd , 2013 , 7: 00 PM  
PRESIDING: THE HONORABLE JOSEPH R. PETERSON, MAYOR  
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL E. GALESKI

ROLL CALL: FRICKE, GALESKI, MICIURA, SABUDA, SCHULTZ, STEC

UNFINISHED BUSINESS:

RESOLVED by the City Council that the recommendation of the City Assessor and City Administrator relative to the consolidation of assessing services is hereby held in abeyance for two (2) weeks with a study session scheduled at 5:00 p.m. prior to the regularly scheduled Council Meeting of Monday, June 3, 2013.

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Resolution relative to the vacation of a public street the west 4.1 feet of the 80 foot right-of way of 3rd Street abutting Lot # 7 Block 105 Plat of Wyandotte, City of Wyandotte, Wayne County, Michigan as recorded in Liber 1 of Plats Page 56, Wayne County Records.

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Kathy Adams, Source Realty/Century 21 America regarding the condition of property in the City of Wyandotte.

2. Communication from the Wyandotte Business Association regarding changes to their 3rd Friday venues.

3. Communication from Tom Carson, Active Marine regarding the purchase of property within the City of Wyandotte.

## PERSONS IN THE AUDIENCE

### COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

4. Communication from Mayor Peterson submitting an appointment to the Police and Fire Commission.

5. Communication from Mayor Peterson regarding an Ordinance to amend Article XXIII-Design Review Subsection B.

6. Communication from the Chief of Police regarding the hire of a Police Officer.

7. Communication from the City Engineer and Superintendent of Recreation regarding the renewal of a license agreement with Blue Water Explorations, LTD DBA Diamond Jack's River Tours.

8. Communication from the Superintendent of Recreation relative to the Yack Arena Rental Contract-Woodhaven High School Graduation.

9. Communication from the Acting General Manager of Municipal Service relative to the approval to purchase digger-derrick truck .

10. Communication from the Municipal Service Water Department Superintendent submitting an acceptance for the roof & gutter replacement at 1771-6th Street for the Water Department.

11. Communication from the City Engineer responding to the request to acquire city-owned property former 337 Pine.

12. Communication from the Director of Museums submitting the 2013 Wyandotte Street Art Fair Marketing Contracts.

13. Communication from the Special Events Coordinator submitting the Street Art Fair Beverage Area Manager Contract.

14. Communication from the Special Events Coordinator submitting the contract for Street Art Fair Stage, Sound and Lighting.

15. Communication from the Special Events Coordinator submitting the Street Art Fair Beverage Distributor agreement.

16. Communication from the Special Events Coordinator relative to the Wyandotte Family Church's Week in Wyandotte on July 20 and July 21, 2103.

17. Communication from the Special Events Coordinator regarding the Street Art Fair Parking Lot Contract.

18. Communication from the Downtown Development Authority Director regarding the Wyandotte Farmers Market Parking.

19. Communication from the Department of Engineering Hearing Officer regarding the dangerous structure at 1123-3rd Street.

20. Communication from the City Engineer regarding an NEZ certificate for 711-721-731-741-2nd and 210-230- and 240 St. Johns.

21. Communication from the City Engineer relative to the sale of property within the City of Wyandotte.

22. Communication from the City Engineer relative to the Neighborhood Stabilization Program 3 (NSP3)-1749-2nd Street.

23. Communication from the City Engineer submitting a rezoning application for the property located at 2809-23rd on behalf of First Presbyterian Church of Wyandotte.

24. Communication from the City Engineer regarding the purchase of a radio system for the Department of Public Service.

25. Communication from the City Engineer relative to the sale of a city-owned lot for the construction of a new home.

26. Communication from the City Engineer regarding an NEZ certificate for a property within the City of Wyandotte.

27. Communication from the Deputy Treasurer/Assistant Finance Director submitting the Quarterly Investment Reports 2012-4th Quarter and 2013-1st Quarter.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING RELATIVE TO SAD # 936  
NOTICE OF HEARING OF OBJECTIONS TO THE PROPOSED  
RECONSTRUCTION OF A PRIVATE SEWER LINE IN A PUBLIC RIGHT-OF-WAY IN  
THE CITY OF WYANDOTTE AND THE PROPOSED CREATION OF A SPECIAL  
ASSESSMENT DISTRICT

FINAL READING OF AN ORDINANCE:

AN ORDINANCE DETERMINING THE SALARY  
FOR THE CITY OF WYANDOTTE  
CITY ENGINEER

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	May 24, 2013	\$192,723.97
Fire Fighters Civil Service Commission	April 17, 2013	
Fire Fighters Civil Service Commission	March 25, 2013	
Municipal Service Commission	May 14, 2013	
Beautification Commission	May 8, 2013	
Police Commission Meeting	May 14, 2013	
Cultural & Historical Commission	May 9, 2013	
Design Review Commission	May 28, 2013	
Fire Commission Meeting	May 28, 2013	
Fire Commission Meeting	May 14, 2013	
Police Commission Meeting	May 14, 2013	

Monday, June 3, 2014

5:00 p.m.

\* Study Session \*

prior to regular

Council meeting  
relative to Assessing  
Contract

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3200 Biddle Avenue  
Council Chambers

# Unfinished Business

## OFFICIALS

Thomas R. Woodruff  
CITY ASSESSOR

William R. Griggs  
CITY CLERK

Todd M. Browning  
TREASURER



MAYOR  
Joseph R. Peterson

COUNCIL  
Sheri M. Sutherby-Fricke  
Daniel E. Galeski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Don Schultz  
Lawrence S. Stec

May 21, 2013

## RESOLUTION

Todd A. Drysdale  
City Administrator  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke  
Supported by Councilman

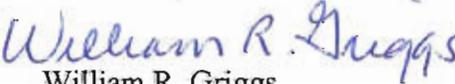
RESOLVED by the City Council that the recommendation of the City Assessor and City Administrator relative to the consolidation of assessing services is hereby held in abeyance for two (2) weeks with a study session scheduled at 5:00 p.m. prior to the regularly scheduled Council Meeting of Monday, June 3, 2013.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec

NAYS: None

## RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 20, 2013.

  
William R. Griggs  
City Clerk

CC: Mayor Peterson, City Councilmembers; City Assessor

**OFFICIALS**

**Thomas R. Woodruff**  
CITY ASSESSOR

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
TREASURER



**MAYOR**  
**Joseph R. Peterson**

**COUNCIL**  
**Sheri M. Sutherby-Fricke**  
**Daniel E. Galeski**  
**Ted Miciura, Jr.**  
**Leonard T. Sabuda**  
**Don Schultz**  
**Lawrence S. Stec**

May 21, 2013

**RESOLUTION**

Todd A. Drysdale  
City Administrator  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke  
Supported by Councilman

RESOLVED by the City Council that the recommendation of the City Assessor and City Administrator relative to the consolidation of assessing services is hereby held in abeyance for two (2) weeks with a study session scheduled at 5:00 p.m. prior to the regularly scheduled Council Meeting of Monday, June 3, 2013.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz Stec  
NAYS: None

**RESOLUTION DECLARED ADOPTED**

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 20, 2013.

William R. Griggs  
City Clerk

CC: Mayor Peterson, City Councilmembers; City Assessor

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

15

MEETING DATE: May 20, 2013

AGENDA ITEM # \_\_\_\_\_

**ITEM: Downriver Consolidated Assessing**

**PRESENTER:** Tom Woodruff, City Assessor and Todd A. Drysdale, City Administrator

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The City Charter and State law specify the statutory requirements of the City Assessor's Office. In the absence of a City Assessor who is certified to perform the required tasks, it will be necessary to procure assessing services in order to meet the requirements of the Office. The City has a history of utilizing contract assessing services. The City spent between \$32k and \$92k annually for these contract assessment services (primarily Wayne County) from the 1996 Fiscal Year through the 2011 Fiscal Year with \$55k spent in the 2011 Fiscal Year. Note that the elected City Assessor performed the duties beginning with the 2012 Fiscal Year without significant assistance from the contract assessing service.

In December of 2012, the City Council was apprised of the potential for a consolidated assessing department comprised of a number of Downriver communities. This group was awarded a Competitive Grant Assistance Program (CGAP) Grant from the State of Michigan to assist in the technology needs of required to make a consolidated assessing department viable. At this time, it was noted that the decision to join the initiative would continue to be evaluated.

After much evaluation, it has been determined that the City can provide the necessary assessment services while also achieving cost savings while providing access to a greater number of certified assessors (three Level 3 Assessors) than could be done under our historical operating model. Attached is an organizational chart and proposed budget which identifies an equalized savings of a minimum of \$21k per community from the currently adopted budgets. This savings is in addition to the approximately \$55k eliminated from the budget after the 2011 FY for contractual assessment services (see above).

The Downriver Central Assessing (DCA) group will be headquartered at the Wyandotte City Hall. Note that our current deputy assessor will be integrated (titled Full Time Clerical position) into the combined organization along with an employee of the City of Southgate (Deputy Assessor) and employees of Anthony Fuoco Assessing, Inc. The initiative will be governed under an Interlocal Agreement (attached) similar to other collaborative efforts which the City participates such as the Southern Michigan Information Alliance (SMIA), Downriver Central Dispatch (DCD), and Downriver Central Animal Control (DCACA). The scope of assessment services and associated cost will be handled by the governing board of the DCA via an amendment to the City of Southgate and City of Woodhaven's existing contract with Anthony Fuoco Assessing, Inc.

**STRATEGIC PLAN/GOALS:** To provide for the finest services, excel technologically and to be financially responsible.

**ACTION REQUESTED:** Approve the Interlocal Agreement for the Downriver Consolidated Assessing.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Savings of approximately \$21k annually (various account numbers in the 209 Department of the General Fund)

**IMPLEMENTATION PLAN:** The City Administrator and City Assessor will be working with the participating communities and contract assessor.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** *concur with a fort*

**MAYOR'S RECOMMENDATION:** *of JD*

**LIST OF ATTACHMENTS:**

1. Interlocal Agreement – Downriver Consolidated Assessing
2. Request For Council Action (Assessing Grant) – 12/13/2012
3. Proposed Contract Amendment – Fuoco Assessing, Inc.
4. Proposed Organizational Chart – Downriver Consolidated Assessing
5. Proposed Budget

**MODEL RESOLUTION:**

Resolved by the City Council that Council concurs with the recommendation of the City Assessor and City Administrator relative to the consolidation of assessing services and

Further, authorizes the Mayor to sign the Interlocal Agreement for Downriver Consolidated Assessing

## INTERLOCAL AGREEMENT FOR THE DOWNRIVER CONSOLIDATED ASSESSING

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2013, by and among the Cities of Riverview, Southgate, Woodhaven, and Wyandotte.

WITNESSETH:

WHEREAS the referenced cities desire to provide enhanced service to their citizens through increasing collaboration and sharing of services, and

WHEREAS the parties find it to be in their mutual interests to share the technology required and thereby average down the costs thereof and at the same time improve the quality of service which they can provide to the communities, and

WHEREAS the parties have reached agreement concerning the details of sharing of costs and responsibilities in a way which is fair and equitable for all and believe that this agreement should be set out in writing pursuant to the requirements of the Public Act 35 of 1951, the same being MCL 124.1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration receipt of which is acknowledged, the parties agree to create a governmental entity as follows:

### **I. NAME AND PURPOSE:**

The name of the governmental entity created by this agreement shall be "Downriver Consolidated Assessing" (hereinafter, the "DCA"). The purpose of this authority is to provide assessment and equalization services for the members Cities through the sharing of technology and information resources.

### **II. DURATION:**

The DCA shall be of perpetual duration, unless dissolved by a majority vote of the members.

### **III. ORGANIZATION:**

The DCA shall be governed by a Board of Directors ("Board") which shall be comprised of the Chief Administrative Officer, of each of the governmental units which become members. The Representative shall each appoint an alternate to attend meetings when they are unavailable. Each member shall have one (1) vote. A majority of the Board shall be required to constitute a quorum for the transaction of business, and a majority vote at any meeting at which a quorum is present shall be necessary for Board action. The Board may elect such officers and appoint such committees as it determines are needed for efficient administration. There shall be an annual meeting of the Board at a time and place set by the Board. Other meetings shall be scheduled from time to time as the Board determines as needed for efficient and effective administration.

#### **IV. FUNDING:**

The members of the Alliance hereby agree to provide financial support according to a schedule and formula set out in Attachment "A" attached hereto, which is hereby incorporated by reference into this agreement. The Board shall have full authority to revise its method of allocating the operating costs to rely on any method which is fair and equitable to all participants.

#### **V. ADMITTING ADDITIONAL MEMBERS:**

Additional members may be admitted to the DCA by majority vote of the Board upon whatever terms and conditions, including an upfront membership fee, that shall be set by the Board in its sole and absolute discretion.

#### **VI. SCOPE OF SERVICES:**

The members hereby agree that the DCA shall be responsible for the following services: preparation and maintenance of real, personal, IFT assessment rolls, and all other assessment roll certification, personal property auditing, new construction assessment, re-assessment of real properties, representation at the Michigan Tax Tribunal, assessment database maintenance including BS&A Software experience, tax database preparation including BS&A software, New World Systems, and ASI systems, neighborhood sales analysis, land value mapping, legal counsel, staffing experience in uncapping, staffing experience in property transfer affidavits, staffing experience in homestead exemptions, clerical staffing.

#### **VII. WITHDRAWAL BY A MEMBER:**

Any member shall have the right to withdraw from the DCA at any time upon giving ninety (90) days advance notice. The withdrawing member shall not be entitled to recover its contribution to the equipment or any investment it may have therein and remains responsible for any obligations or liabilities entered into by the DCA while they were a member.

#### **VIII. COMPLIANCE WITH THE FREEDOM OF INFORMATION ACT:**

Each member shall control the release of any information which resides anywhere on the system, including, but not limited to, the server. The Board shall establish procedures for the handling of FOIA requests to assure that this policy is implemented.

#### **IX. ORGANIZATIONAL MODEL**

The Parties hereby adopt into this agreement Attachment B to serve as the organizational structure of the organization. The Parties further agree that the initial staff shall be comprised of the existing staff members.

#### **X. OPERATING RULES AND PROCEDURES:**

All operating procedures will be determined and governed by the Board. The Board shall adopt and implement such rules as it deems prudent for the further improvement and

refinement of the system. The DCA supervisor will submit written reports as required by the DCA board. The intention of this provision is to assure that the established structure and work-flow of the system is preserved, while at the same time allowing the Board to adopt changes from time to time to enhance the system. Each year at the expense of the DCA, a financial audit will be performed and presented to the Board.

#### **XI. AUTONOMY OF MEMBERS:**

Each member shall have the right to request customization of the system as much as possible without causing harm to the system as a whole. The Board shall have the authority to decide whether or not any customization will be an impairment to the system and may order the member to follow the directive of the Board.

#### **XII. EXPULSION OF A MEMBER**

Any member of the DCA may be expelled by a two-thirds vote of the Board for good cause shown.

#### **XIII. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Michigan and shall be enforceable in any court of competent jurisdiction in Michigan.

#### **XIV. SEVERABILITY:**

In the event that one or more provisions of this agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the other provisions shall remain in full force and effect.

#### **XV. ARBITRATION OF DISPUTES:**

Any dispute among the members, which cannot be resolved by negotiation, shall be submitted to Binding Arbitration before an arbitrator agreed to by all parties involved in the dispute. In the event that an arbitrator cannot be agreed to, the parties shall request that the American Arbitration Association choose an arbitrator whose selection may not be challenged. All costs associated with this article will be equally shared amongst the DCD members.

#### **XVI. NOTICE:**

The members agree that the City Clerks of the respective cities are the persons to receive notices on behalf of their respective units of government:

#### **XVII. RECALCULATION OF SHARES OF EXPENSE:**

The expenses allocated to the members of the DCA shall be recalculated from time to time as set forth in schedule "A".

**XVIII. AGENCY FOR PERSONNEL MATTERS:**

The City of Wyandotte shall serve as an agent for the DCA in administering all new hires as it relates to personnel matters, including, but not necessarily limited to payroll, accounting, pension benefits, health insurance, sick pay, vacation pay, personal leave time, employee supervision and discipline. Personnel shall be employees of the City of Wyandotte. The DCA shall compensate the City of Wyandotte for its reasonable expenses related to the management of personnel matters. Any existing personnel shall remain employed by the respective member City and be entitled to wages and benefits related thereto.

**XIX. AMENDMENTS**

This agreement may be amended by a majority vote of the Board at a regularly scheduled meeting or a special meeting, provided that a notice that an amendment has been proposed is sent to the members of the board at least 30 but not more than 60 days prior to the meeting at which the vote is to be taken. The notice shall include a complete copy of the section or sections proposed for amendment and the language of the proposed amendment, preferably red-lined. Further, the rationale for the proposed amendment shall be attached to the notice.

Signed and sealed by the following units of government on the dates set out below:

City of Wyandotte

City of Riverview

City of Southgate

\_\_\_\_\_  
By: Joseph R. Peterson  
Its: Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Timothy Durand  
Its: Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Joseph G. Kuspa  
Its: Mayor  
Date: \_\_\_\_\_

City of Woodhaven

\_\_\_\_\_  
By: Patricia Odette  
Its: Mayor  
Date: \_\_\_\_\_

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: December 13, 2012

AGENDA ITEM #

11

**ITEM:** Competitive Assistance Grant Program (CGAP) - Assessing

**PRESENTER:** Todd A. Drysdale, City Administrator *Drysdale*

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The City of Southgate has applied to the State of Michigan under the CGAP Grant Program (formerly EVIP) for technology and equipment upgrades for the Downriver Central Assessing project. This project began in the fall of 2011 between the City of Southgate and City of Lincoln Park and was later joined by the City of Woodhaven. The project resulted in a reduction in costs and the elimination of Wayne County as the contractual assessor for their communities. The grant is intended to upgrade equipment and infrastructure in efforts to provide additional cost reductions for the initiative. Currently, the City of Wyandotte is in the process of determining if there is value in joining this project. It is required to adopt the attached resolution to receive the Grant Notice of Final Award.

**STRATEGIC PLAN/GOALS:**

**ACTION REQUESTED:** Adopt the attached resolution

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None. After final notification of the grant is received, the City will need to determine if they wish to join the initiative.

**IMPLEMENTATION PLAN:** City Administrator will work with the neighboring communities and the Assessor-elect relative to this initiative.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

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

**LIST OF ATTACHMENTS**

1. Notification of Intent to Award – CGAP FY 2012 (Round 2)

**MODEL RESOLUTION:**

See attached

City of Wyandotte

County of Wayne

RESOLUTION ACCEPTING THE CGAP GRANT

Minutes of the regular meeting of the City of Wyandotte of the City of Wyandotte County of Wayne, State of Michigan, (the "Municipality") held on December 17, 2012.

PRESENT: Members:

ABSENT: Members:

Member            offered and moved the adoption of the following resolution, seconded by Member            .

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Competitive Grant Assistance Program (CGAP) grant in the amount of up to \$25,000 toward reimbursement of expenditures required to implement the Downriver Central Assessing Department (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to approve a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's CGAP, and

WHEREAS, the State of Michigan requires a resolution and copies of minutes from the date of the meeting at which the resolution was approved to be provided within 60 days of the preliminary notice of award, and

WHEREAS, City of Wyandotte (local unit name) acknowledges that its:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act
3. Is not delinquent in making payment that are due on loans issued pursuant to the Emergency Municipal Loan Act
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a CGAP grant-funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the Wyandotte City Council (governing body) hereby authorize participation in the Downriver Central Assessing Department (project title) and on behalf of the City of Wyandotte (local unit name) authorize the Mayor and City Clerk (designee) to provide this resolution and minutes indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the CGAP requirements.

YEAS:           Members:

NAYS:           Members:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the           of the           of           , County of           , said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

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William R. Griggs (name)

City of Wyandotte, Clerk

of           County of



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

ANDY DILLON  
STATE TREASURER

October 23, 2012

Brandon Fournier  
City Administrator  
City of Southgate  
14400 Dix-Toledo  
Southgate, MI 48195

Dear Mr. Fournier:

Re: Notification of Intent to Award - CGAP FY 2012 (Round 2)

The Michigan Department of Treasury (Treasury) - Office of Revenue and Tax Analysis (ORTA) received your grant application for the Competitive Grant Assistance Program (CGAP), formerly known as the Economic Vitality Incentive Program (EVIP) – Grant Program. We are pleased to inform you that the project your governmental unit submitted entitled *Downriver Central Assessing Department* has been selected for a grant award in the maximum amount of \$25,000.00.

Intent to Award Approved Budget Amount

Attached is the approved budget for your grant project.

Next Step

To receive the Grant Notice of Final Award, Treasury must receive all the required Board Resolution(s), Board Meeting Minutes, or Inter-local agreements for all participating local units (as indicated in the Conditions of the grant application packet) by Thursday, December 27, 2012. **If the resolutions, minutes or agreements have not been received for all participating local units, the project funding will be subject to automatic cancellation.** Submission of the resolutions, minutes or agreements will be considered an agreement to all provisions specified in the grant application packet and acceptance of the grant award.

Please send the required documents by e-mail to [TreasRevenueSharing@michigan.gov](mailto:TreasRevenueSharing@michigan.gov) or by mail to:

Michigan Department of Treasury  
Office of Revenue and Tax Analysis  
PO Box 30722  
Lansing, MI 48909

City of Southgate  
October 23, 2012  
Page 2

Grant Application Conditions

For your reference, enclosed is a copy of the CGAP, formerly EVIP, Information and Conditions. Please review the conditions of the grant award. The conditions contain important information pertaining to the grant award (i.e. requirements for final award, reporting, reimbursement, etc.). Reminder, grant funds are distributed on a reimbursement basis.

Congratulations to you on the grant award. We appreciate your interest in the CGAP and look forward to working with you on this project. We ask that you inform all participating local units of this intent to award. If you have any questions, please let us know. We can be reached at (517) 373-2697.

Sincerely,



Evah Cole, Administrative Manager  
Office of Revenue & Tax Analysis

Enclosure

c: Mr. Andy Dillon, Treasurer  
Mr. Roger Fraser, Deputy Treasurer  
Ms. Claire Allard, Strategy Advisor  
Mr. Brom Stibitz, Senior Policy Advisor  
Mr. Terry Stanton, Director of Communications  
Mr. Jay Wortley, Director

City of Southgate  
 October 23, 2012  
 Attachment: Intent to Award Approved Budget Amounts

Downriver Central Assessing Department

Below is the approved budget for your grant project. Please note, all feasibility studies were funded at 25%. We have assigned budget categories to each of your original budget line items. Please use these categories when submitting your reimbursement requests.

Reimbursement requests must include invoices and cancelled checks supporting the costs.

Budget Category	Budget Description	Application Budget Amount	Intent to Award Budget Amount	Comments
	Building Renovation	\$96,250.00	\$ .00	Denied
Infrastructure/Equipment	Software Upgrades	\$25,000.00	\$25,000.00	
	Budget Total	\$121,250.00	\$25,000.00	



City of Wyandotte

County of Wayne

RESOLUTION ACCEPTING THE CGAP GRANT

Minutes of the regular meeting of the City of Wyandotte of the City of Wyandotte County of Wayne, State of Michigan, (the "Municipality") held on December 17, 2012.

PRESENT: Members: DeSana Fricke Galeski Sabuda

ABSENT: Members: Browning Stec

Member <sup>DeSana</sup> offered and moved the adoption of the following resolution, seconded by Member Fricke

WHEREAS, the State of Michigan Department of Treasury has given preliminary notice of its intent to award a Competitive Grant Assistance Program (CGAP) grant in the amount of up to \$25,000 toward reimbursement of expenditures required to implement the Downriver Central Assessing Department (project title), and

WHEREAS, the State of Michigan requires each municipality's governing body to approve a resolution authorizing participation in the proposed project prior to finalizing the award of grants from the State of Michigan's CGAP, and

WHEREAS, the State of Michigan requires a resolution and copies of minutes from the date of the meeting at which the resolution was approved to be provided within 60 days of the preliminary notice of award, and

WHEREAS, City of Wyandotte (local unit name) acknowledges that its:

1. Has filed its annual financial report (F65) or audit per the Uniform Budgeting and Accounting Act or the Uniform System of Accounting Act
2. Has filed its financial plan (deficit elimination plan) per the Glenn Steil State Revenue Sharing Act
3. Is not delinquent in making payment that are due on loans issued pursuant to the Emergency Municipal Loan Act
4. Does not have a payment due and owing to the state

And thus is eligible to participate in a CGAP grant-funded project;

NOW, THEREFORE, BE IT RESOLVED THAT the Wyandotte City Council (governing body) hereby authorize participation in the Downriver Central Assessing Department (project title) and on behalf of the City of Wyandotte (local unit name) authorize the Mayor and City Clerk (designee) to provide this resolution and minutes indicating its approval to the State of Michigan, and to submit and execute documents requested by the State of Michigan relating to the CGAP requirements.

YEAS: Members: DeSana Fricke Galeski Sabuda

NAYS: Members: None

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Council of the City of Wyandotte, County of Wayne, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

William R. Griggs

William R. Griggs (name)

City of Wyandotte, Clerk

of County of Wayne

I move the adoption of the foregoing resolution.

MOTION by Councilman

George R. DeSana

SUPPORTED by Councilmember

Jim M. Fricke

YEAS

COUNCIL

NAYS

Browning  
DeSana  
Fricke  
Galeski  
Sabuda  
Stec

**AMENDMENT ALTERING THE JOINT SERVICES AGREEMENT BETWEEN THE  
CITY OF WOODHAVEN AND SOUTHGATE.**

The Parties have entered into an agreement for a period ending on September 30, 2013. The Parties have met and wish to modify the terms of the employment agreement as indicated in this Amendment which will serve as a written document formally modifying the terms of the service Contract.

**WHEREAS**, The parties are desirous of forming a partnership under the laws of the State of Michigan by execution of this Agreement for the purposes set forth herein and are desirous of fixing and defining between themselves their respective responsibilities, interests, and liabilities in connection with the performance of the before mentioned project; and

**WHEREAS**, State Statute, and the respective City Charters authorize City Governments to engage in partnerships for the intended purposes of cost reduction and service interest increases; and

**WHEREAS**, The Cities through their legislative action and power intend to engage in a combined assessing partnership in order to decrease the cost of operating independently and provide residents increased access to individual services; and

**WHEREAS**, The State of Michigan has set forth required benchmarks of increased collaboration and concentration of services to ensure that the highest return on value is realized by the residents of this State.

**NOW, THEREFORE**, in consideration of mutual agreements described hereinafter and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I – Purpose and Scope of the Agreement

(a) General Purpose: The Assessor shall be responsible for providing the Cities any and all necessary services for the purpose of assigning value to the personal and real property located within the respective corporate boundaries. The Assessor will provide the Cities all necessary means of maintaining and preparing the annual tax roll. The Assessor will be prepared for and responsible for defending and managing any and all tax appeals through the course of this Agreement.

(b) Assessor's Obligations: The Assessor shall be responsible for establishing the work hours with the concurrence of the DCA Board as set forth in this Agreement. The Assessor shall work to maintain all of the files and storage systems of both Cities, ensuring an adequately maintained system in compliance with all state requirements. Further the Assessor shall prepare the Assessment and Tax Roll, including and all special assessment, TIFA, IFT, NEZ and any other required rolls for each community. This includes processing from the creation of the roll to the final archived roll, ensuring that all proper steps are taken and all balancing requirements are preformed. Assessing of all commercial and industrial properties, including field work for

properties where permits were issued, MTT appeals and requested inspections per complaints or concerns about field sheet data. The Assessor shall handle all commercial and industrial MTTY appeals for small claims and entire tribunal appeals, including preparation of evidence/appraisals and follow through to MTT hearing or settlement. Will assist with residential field work and MTT appeals as well as personal property issues. Shall prepare lot splits and combinations as required, support assist regarding any required assessing reports, meeting with government officials, board of review, and any other meetings as needed. Perform and or assist in all other work as needed.

ARTICLE II –Payment of Expenses

(a) The Downriver Consolidated Assessing Board shall submit payment to the contractor on a monthly basis totaling \$178,000 per year.

ARTICLE III - Policy Committee

The policy committee established in the original joint services agreement is hereby abolished. All policies and procedures shall now be established and administrated by the DCA Board of Directors.

ARTICLE VII – Accounting and Auditing

(a) It shall be the obligation of each individual party to this agreement to provide their own financial reporting and accounting.

(b) An annual audit shall be required each year and provided to the DCA Board of Directors and copies of said audit shall be furnished to all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by themselves or by their duly authorized corporate agents as of the day and year indicated by their signatures below. This Agreement shall become effective upon the signature of all three Parties.

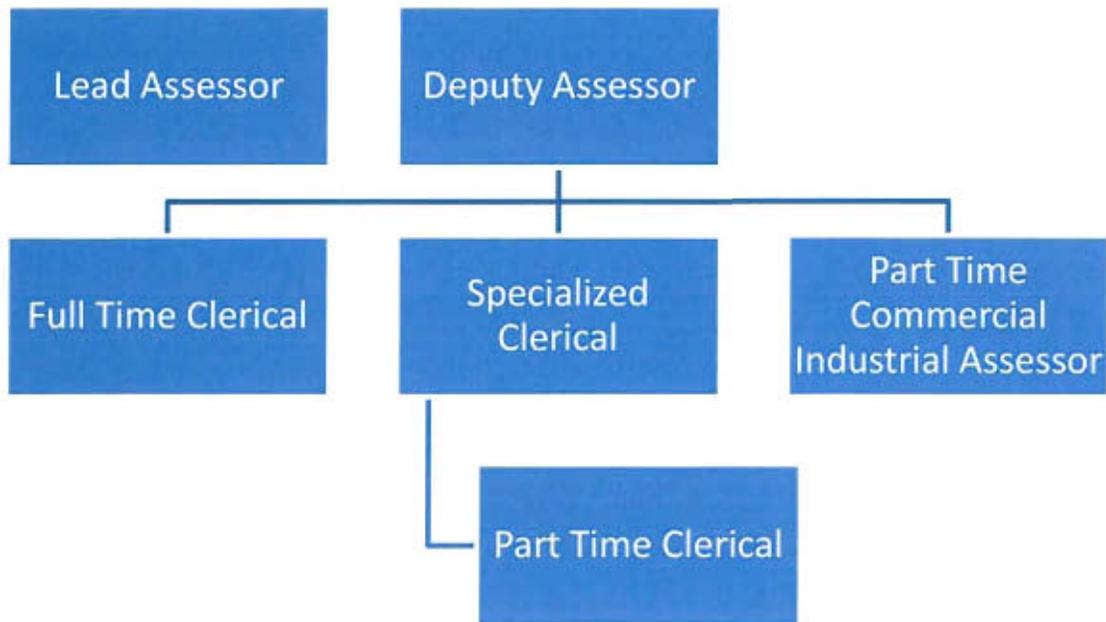
Downriver Consolidated Assessing

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Anthony Fuoco Assessing, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_



Lead Assessor – Oversees ALL levels of assessment and administration. \*See attached list for list of responsibilities.

Deputy Assessor – Manage clerical department. Assists Lead Assessor. \*See attached for list of responsibilities.

Specialized Clerical – Assists Lead and Deputy Assessor. Assist with MTTs. Handles specialized county and state reports needed in order to complete assessment rolls.

Full time clerical – Assists Lead and Deputy with any clerical work that may be required. Including but not limited to PPS, PTAs, PREs, BOR info, Field Sheets, etc.

Part Time Commercial/Industrial – Works directly with Lead and Deputy Assessor. Maintain commercial and industrial records, assist in MTTs, field work, etc.

Part Time Clerical – Assists all levels of assessment with any job functions that need to be complete. Will work directly with the public.

Downriver Consolidated Assessing  
 Estimated Cost Per Community  
 5/16/2013

	Tax Parcel Count	% of Total	Estimated Annual Operating Costs 457,900.00	Current Cost	Saving
Riverview	5,000.00	15.5%	70,946	92,525	(21,006)
Southgate	11,575.00	35.9%	164,240	170,204	(21,006)
Wyandotte	11,096.00	34.4%	157,443	180,193	(21,006)
Wood Haven	4,600.00	14.3%	65,270	99,000	(21,006)
Totals	32,271	100.0%	457,900	541,922	(84,022)

# Unfinished Business

COUNCIL

Sheri M. Sutherby-Fricke  
Daniel E. Galeski  
Ted Miciura Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

## OFFICIALS

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



JOSEPH PETERSON  
MAYOR

May 30, 2013

Mayor Joseph R. Peterson & City Councilmembers  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

RE: VACATION OF A PUBLIC STREET (ITEM # 27 FROM THE MAY 20, 2013 MEETING)

Dear Mayor and City Councilmembers:

This resolution is set forth as unfinished business as the proper resolution was not forwarded to you by the City Clerk's Office by mistake when you originally approved the item. Please vote upon it formally as the public hearing is set for next week Monday, June 10, 2013.

Thank you for your cooperation relative to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Maria Johnson". The signature is fluid and cursive, with a large loop at the end.

Maria Johnson  
Deputy City Clerk

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

27

MEETING DATE: May 20, 2013

AGENDA ITEM #

**ITEM:** Mr. Daniel M. Gee and Tana L. Gee purchase 4.1 feet by 139.9 feet of City of Wyandotte right-of-way along 3<sup>rd</sup> Street.

**PRESENTER:** Mark Kowalewski – City Engineer

*Mark Kowalewski 5-17-13*

**INDIVIDUALS IN ATTENDANCE:** Mark Kowalewski – City Engineer

**BACKGROUND:** The property owner at 303 Maple is requesting to install a fence at his property. The distance from the back of walk to the property line is 5.1 feet. The property owner wants to locate the fence 1 foot behind the sidewalk. This would result in an encroachment of 4.1 feet into the City of Wyandotte's 80 foot wide right-of-way at Third Street. The Engineering Department is recommending vacating the 4.1 feet of the right-of-way. This will allow the Gee's to install their fence.

**STRATEGIC PLAN/GOALS:** NA

**ACTION REQUESTED:** Adopt a resolution concurring with the City Engineer to vacate the 4.1 feet of the City of Wyandotte 80 foot wide right-of-way of 3<sup>rd</sup> Street thus eliminating the encroachment and any liability for the City of Wyandotte.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** Hold the required public hearing to vacate 4.1 feet of the 80 foot wide right-of-way of 3<sup>rd</sup> Street

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *OK Shupda*

**LEGAL COUNSEL'S RECOMMENDATION:** *OK Willin & Josh*

**MAYOR'S RECOMMENDATION:** *OK [Signature]*

**LIST OF ATTACHMENTS :** Copy of property survey performed by Lawrence Callahan Professional Land Surveyor, copy of request from Dan and Tana Gee and Street Vacation Notice

(N)

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan

Date: May 20, 2013

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED that Council concurs with the City Engineer's recommendation to vacate the 4.1 feet of the City of Wyandotte 80 foot Third Street Right of Way and schedule the required public hearing.

I move the adoption of the foregoing resolution.

MOTION by Councilmen \_\_\_\_\_

Supported by Councilmen \_\_\_\_\_

YEAS

COUNCIL

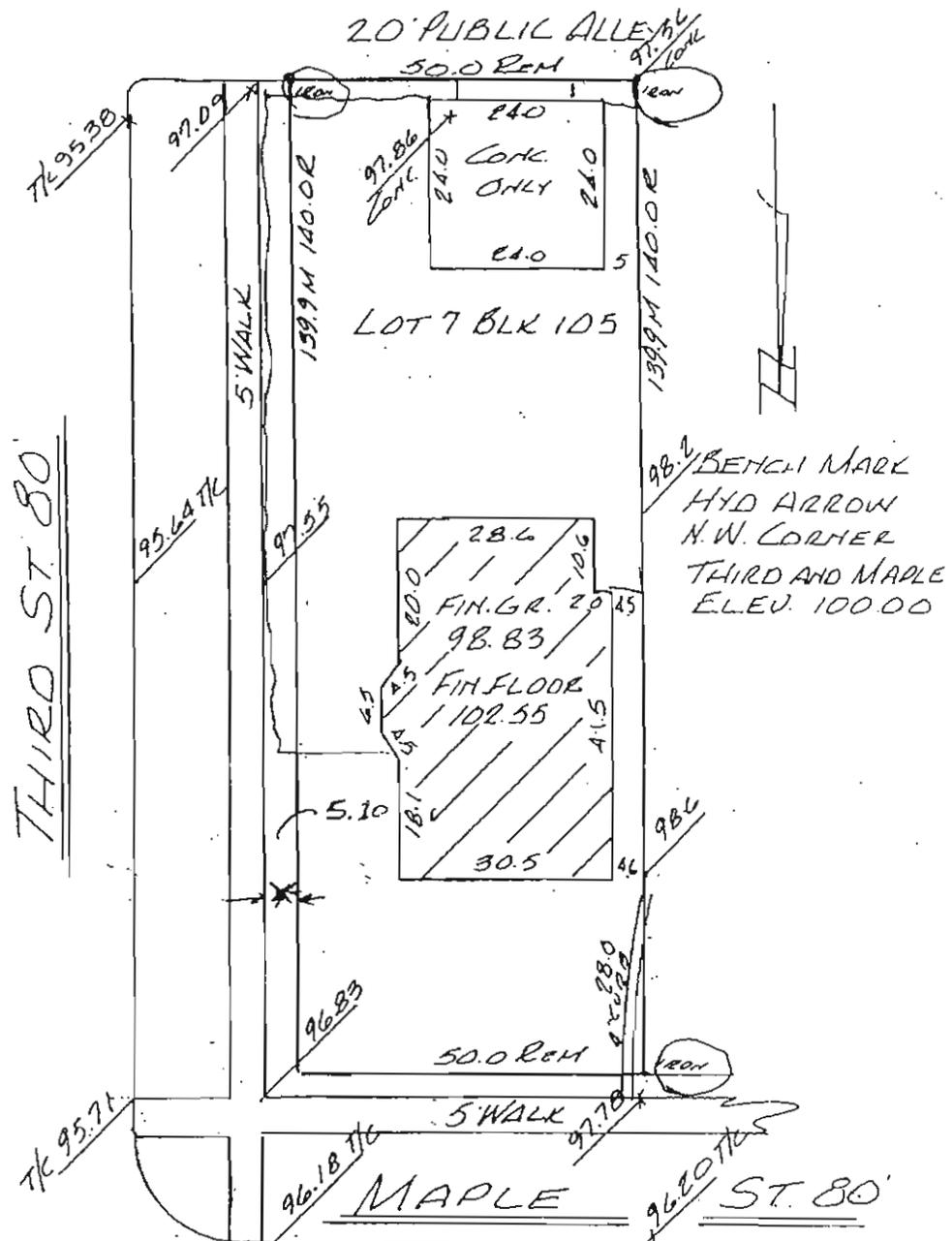
NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

303 Maple

AS BUILT  
FOR  
FINE FINISHING

DESCRIPTION LOT 7 BLOCK 105 PLAT OF WYANDOTTE, CITY OF WYANDOTTE, WAYNE COUNTY MICH.  
RECORDED IN LIBER 1 OF PLATS, PAGE 56 WAYNE COUNTY RECORDS.



**LAWRENCE F. CALLAHAN**

21922 Van Born • Dearborn Hgts., Michigan 48125  
Phone (313) 562-1180  
Fax (313) 562-7831



*Lawrence F. Callahan*  
Registered Land Surveyor

Scale 1" = 20'  
Date 10-19-10  
Job No. 6827-E

May 14th, 2013  
Mark Kowalewski P.E.  
City Engineer  
City of Wyandotte

RE: 303 Maple,

Mark,

My wife and I would like to install a privacy fence in the backyard of our house to keep our kids safe. We recently found out that our property lines is 5' to the west of the sidewalk along 3<sup>rd</sup> street. Is there any way we could purchase the 5' of property to the sidewalk? The fence would be installed 1' to the west of the sidewalk. We would also angle the fence at the alley to allow cars a better view of pedestrians. Miss dig has been called and there are no underground utilities on the 5' of city property. Please see the attached plot survey.

Thanks for your help,

Dan and Tana Gee.

**Source**



**Realty**



**18707 Ecorse Rd  
Allen Park Mi 48101**

Dear City Council,

For the last 9 years I have been listing and selling homes in your wonderful city with great success. This year however has been a turning point for me as an agent a few other agents I have talked with in regards to the speedy responses to derelict properties from the City Council.

I have a property list at 1129 3<sup>rd</sup> Street, 7 total rooms, 2 full baths, finished basement, Garage etc.,. With the advice of my broker I listed this property at \$100,000 which is consistent with the market and the updates the owners have invested in the property as well as the overall condition of the market.

We have had 4 serious negotiating buyers for this property but because of the derelict home next door and our inability to give any one a straight answer on the position of the city council on whether it will or will not be torn down, fixed up or XMAS lights will be put on it we have not been able to negotiate a sale. I just reduced the home for the 2<sup>nd</sup> time and still no sale. This home has an approved C of O and is move- in ready. We should have sold this home on the first offer, worst case scenario 2<sup>nd</sup> offer.

I have included feedback from agents that have showed the home, this feedback is from people coming into your great city and this is what they SEE WHEN THEY GET HERE. the most recent comment was "I just moved out of Detroit and am living with my mother-in-law until I find a home, why would I buy this house when the house next door looks like it belongs in Detroit!" This remark prompted my letter to you.

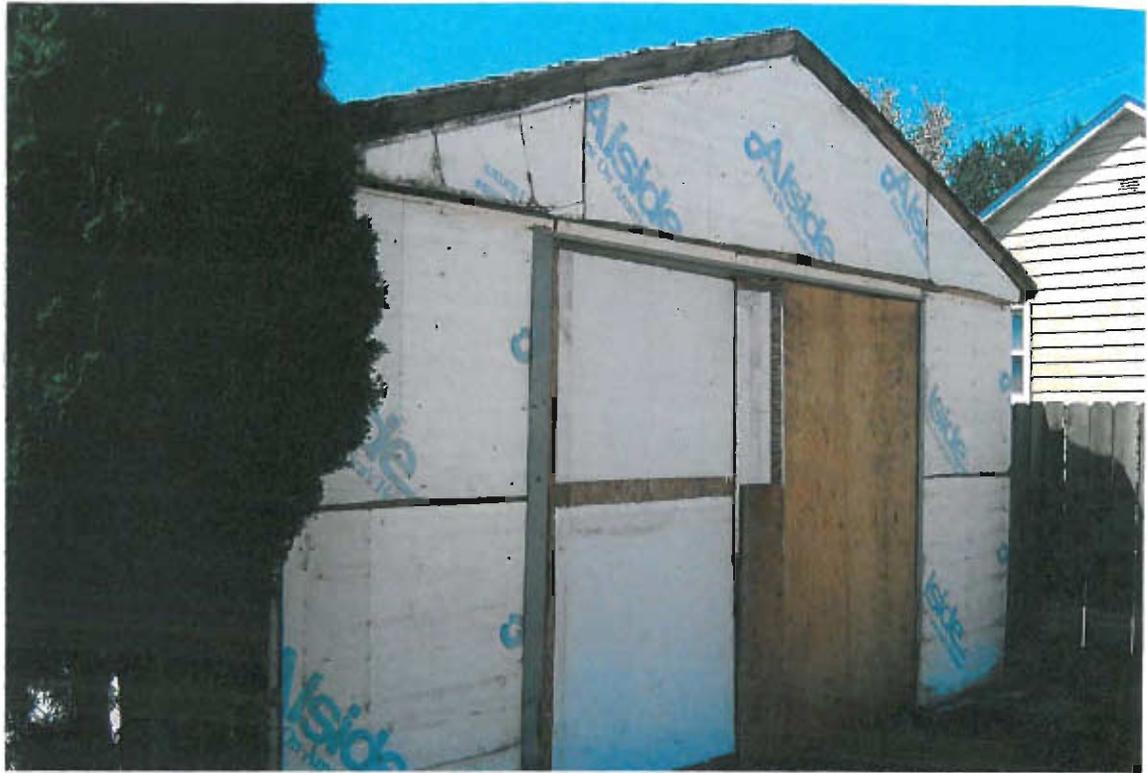
I love the City of Wyandotte and again have sold many homes in your city (feel free to look that up) but when it takes years to come to a decision on a war zone property that is straight out of a war zone movie and effects the sale of other homes around it... there is a problem. 27 people viewed 1129 3<sup>rd</sup> street, 27 viewed that derelict home. 27 perspective buyers walked away with an opinion of the City of Wyandotte, I wonder what it was?

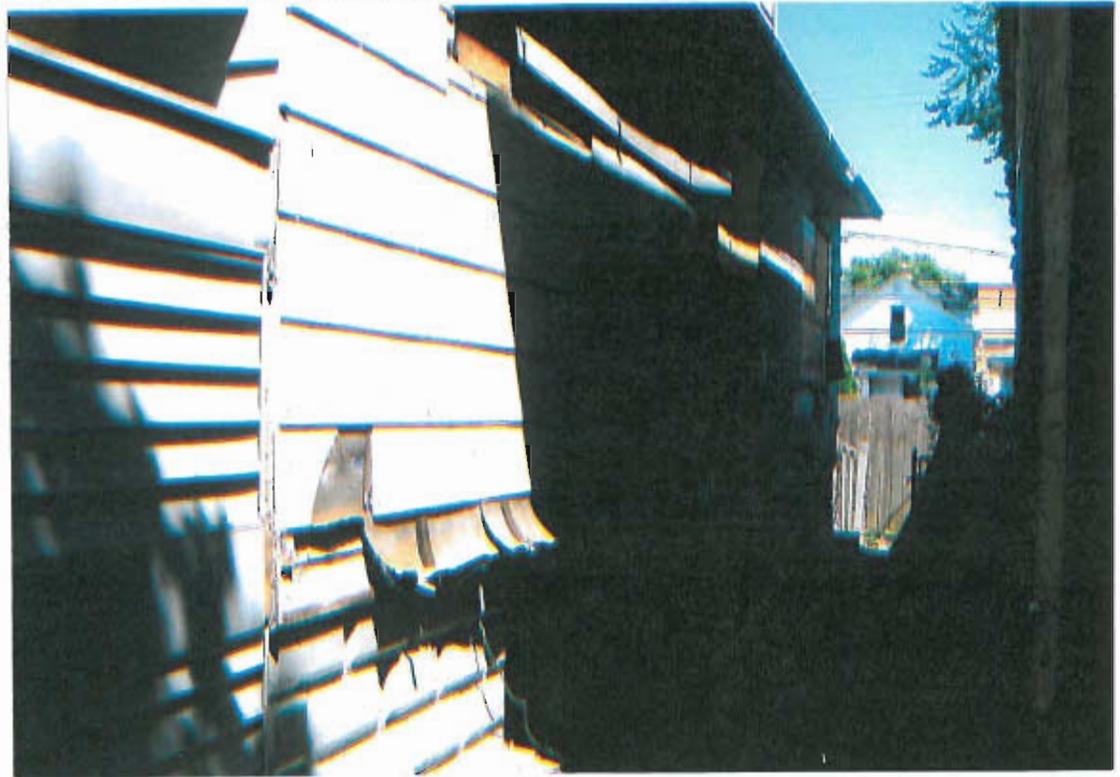
Regards,

Kathy Adams  
Source Realty/Century 21 Americal  
18707 Ecorse  
Allen Park, MI 48101  
313-363-2022







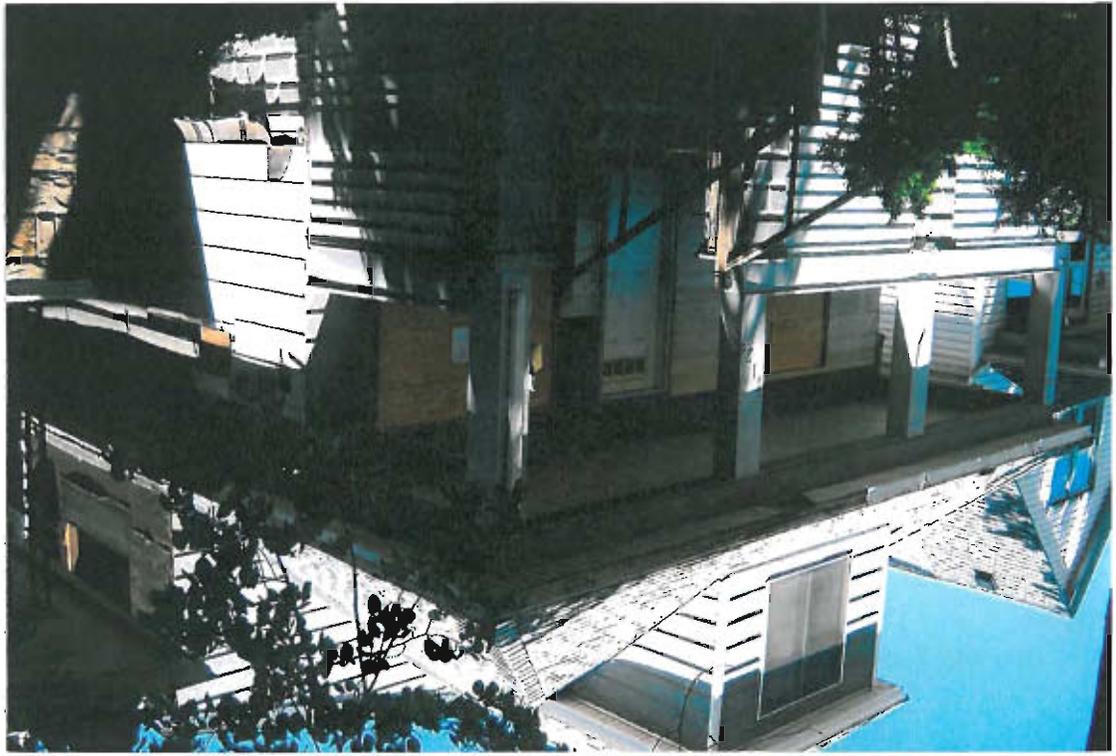


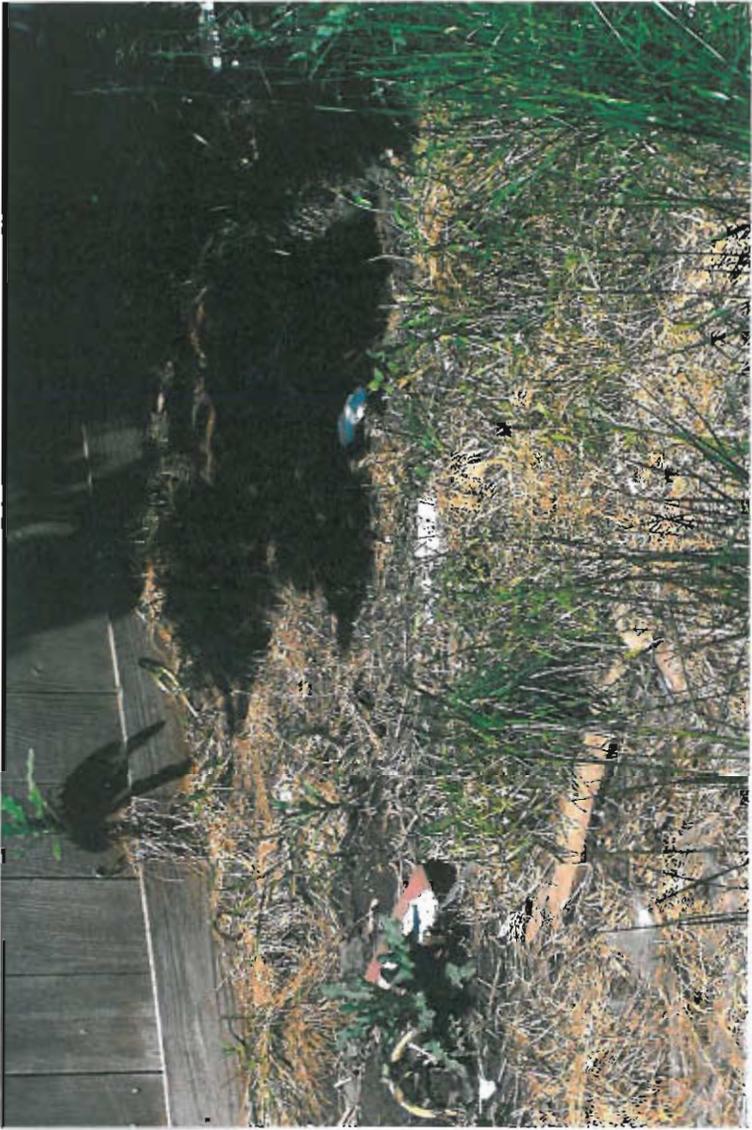














VIEW FROM  
2<sup>ND</sup> STREET

Past Showing ( <a href="#">Details</a> )	05/18/2013 11:00 AM - 11:30 AM	05/17/2013 11:34 AM	KATHLEEN SKURATOVICH (734) 634-7093, (734) 634-7093 <a href="mailto:mskurbo@abcglobal.net">mskurbo@abcglobal.net</a> Showing Notes: This is the 1st Showing.	ZANGLIN & ASSOCIATES REAL ESTATE (734) 675-7500
<b>Feedback:</b> Received 05/19/2013 9:21 AM from Kathleen Skuratovich (SA). <a href="#">Not available to Homeowner</a>				
<b>COMMENTS/RECOMMENDATIONS:</b> My buyer really liked the house but the condition of the street and house next door is holding them of from asking offer.				
Past Showing ( <a href="#">Details</a> )	04/22/2013 7:00 PM - 7:30 PM	04/22/2013 11:09 AM	THOMAS CROWE (BB) (734) 673-7421, (734) 673-7421 <a href="mailto:tom@crowe.com">tom@crowe.com</a> Showing	REAL ESTATE UNLIMITED, INC (313) 383-4400
<b>Feedback:</b> Received 04/22/2013 8:19 PM from Thomas Crowe (SA). <a href="#">Not available to Homeowner</a>				
<b>COMMENTS/RECOMMENDATIONS:</b> There is interest. Are you sure it is not a short sale & is the house on the north side going to be torn down?				
Past Showing ( <a href="#">Details</a> )	04/09/2013 7:00 PM	04/08/2013 3:25 PM	RUSSELL RAVARY (BB) (313) 310-9855, (313) 310-9855, (734) 427-9855 <a href="mailto:veasmyrealtor@gmail.com">veasmyrealtor@gmail.com</a> Showing	KELLER WILLIAMS RLTY CM MARKET (248) 360-2900
<b>Feedback:</b> Received 05/23/2013 10:28 PM from Russel Ravary (SA). <a href="#">Not available to Homeowner</a>				
<b>COMMENTS/RECOMMENDATIONS:</b> did drive by did not like the house net door				
Past Showing ( <a href="#">Details</a> )	04/03/2013 12:00 PM - 1:00 PM	04/01/2013 11:17 AM	KAREN SHELTON (BB) (734) 215-4688, (734) 671-6611 <a href="mailto:karenselton@realtor.com">karenselton@realtor.com</a> Showing	MBA REALTY GROU (734) 671-6611
<b>Feedback:</b> Received 04/03/2013 4:27 PM from Karen Shelton (SA). <a href="#">Not available to Homeowner</a>				
<b>COMMENTS/RECOMMENDATIONS:</b> Buyers really like this home. Gong for a 2nd showing. Any info you have on the property next door would be helpful				



Wyandotte Business Association  
3200 Biddle Avenue  
Wyandotte, MI 48192  
734-324-4514  
[www.wyandottebiz.org](http://www.wyandottebiz.org)  
From: WBA Executive Board 2013

May 30, 2013

Dear Mayor and Council,

The Wyandotte Business Association is requesting for permission to change street closure locations for June 5<sup>th</sup> Friday and July 3<sup>rd</sup> Friday 2013.

- \* June 21 - Art on the Avenue – Biddle/Elm east side- to alley (previously Biddle/Elm west side)  
The WBA is also requesting for fencing as we will be selling alcohol (beer) and will obtain a liquor license and adequate permission from police chief.
- \* July 19 – Kid-a-Palooza – Biddle/Elm -west side –from First to alley, First Street from Oak to Elm. (leaves traffic flow off Biddle to allow a left turn on First) - (previously Biddle/Sycamore).

Thank you for your time and consideration for these changes.

Sincerely,

*Mikelle Vargas*

Mikelle Vargas, WBA Board Trustee  
313-910-1640  
734-285-9029

# ACTIVE MARINE

525 BIDDLE AVE. WYANDOTTE, MI. 48192

734 283 6250

ACTIVEMARINE.COM TOMC@MNSI.NET

MAY 29, 2013  
3

To the MAYOR AND Council:

RE: Property at 3635 6th Street, Wyandotte

I AM interested in buying the house AND the property on 6th Street. I live AT 564 Plum St. AND I share the lot with the house at 3635 6th Street.

I house is in need of some repair. For the past year I HAVE maintained this property, as in grass cutting, snow removal, gutter cleaning, tree trimming, and the like. I HAVE ALSO had Guardian Home Inspections go thru this house and prepared a detailed report as to the condition. THERE ARE things wrong, but fixable.

I HAVE been in contact with Kelly Roberts and GREG MEYHEW. I would like to Request a hearing with council to present my inquiry. I AM Available for any council meeting on your time frame.

Thank You,

Tom CARSON

734-283-6250

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

4

MEETING DATE: June 3, 2013

AGENDA ITEM # \_\_\_\_\_

**ITEM:** Appointment to the Police and Fire Commission

**PRESENTER:** Mayor Joseph Peterson

**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Amy Noles recently submitted a letter of resignation from the Police and Fire Commission. Mayor Peterson is recommending the appointment of Dr. Michael A. Izzo, 128 Cedar, Wyandotte MI, as Ms. Noles' replacement on the commission. His term will expire April 2014.

**STRATEGIC PLAN/GOALS:** n/a

**ACTION REQUESTED:** Adopt a resolution supporting the appointment of Dr. Michael A. Izzo, 128 Cedar, Wyandotte, to the Police and Fire Commission, term to expire April 2014.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:** n/a

**LIST OF ATTACHMENTS:**

Proposed resolution in support the appointment of Dr. Michael A. Izzo to the Police and Fire Commission.

RESOLUTION

Wyandotte, Michigan  
Date:

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED

That City Council hereby CONCURS in recommendation of Mayor Joseph Peterson to appoint Dr. Michael A. Izzo, 128 Cedar, Wyandotte MI 48192, to the Police and Fire Commission, term to expire April 2014.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura
- Sabuda
- Schultz
- Stec

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

⑤

MEETING DATE: June 3, 2013

AGENDA ITEM # \_\_\_\_\_

**ITEM: Ordinance to amend Article XXIII – Design Review Subsection B**

**PRESENTER:** Mayor Joseph Peterson

**INDIVIDUALS IN ATTENDANCE:** n/a

**BACKGROUND:** Currently, the Design Review Committee is comprised of representatives from the Planning and Rehabilitation Commission, Cultural and Historical Commission, Downtown Development Authority, Engineering and Building Department (City Engineer) and Wyandotte Business Association. The proposed amendment would remove the representative from the Wyandotte Business Association as a member of this Committee and add a Resident-at-Large.

**STRATEGIC PLAN/GOALS:** n/a

**ACTION REQUESTED:** Adopt a resolution forwarding this amendment to the Planning and Rehabilitation Commission for the required public hearing.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** n/a

**IMPLEMENTATION PLAN:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shrydall*

**LEGAL COUNSEL'S RECOMMENDATION:** *Wm R. Look*

**MAYOR'S RECOMMENDATION:** *OK JP*

**LIST OF ATTACHMENTS:** Proposed resolution concurring with the recommendation of Mayor Joseph Peterson regarding an amendment to the Zoning Ordinance concerning the Design Review Committee and referring the proposed amendment to the Zoning Ordinance to the Planning and Rehabilitation Commission for the required public hearing.

RESOLUTION

Wyandotte, Michigan  
Date:

RESOLUTION by Councilperson \_\_\_\_\_

BE IT RESOLVED

That Council concurs with the recommendation of Mayor Joseph Peterson regarding the amendment to the Zoning Ordinance concerning the Design Review Committee; AND

FURTHER BE IT RESOLVED that the proposed amendment to the Zoning Ordinance is hereby referred to the Planning and Rehabilitation Commission for the required public hearing.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

- Fricke
- Galeski
- Miciura
- Sabuda
- Schultz
- Stec

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**



**MEETING DATE:** June 3, 2013

**AGENDA ITEM #**

**ITEM:** Hiring – Police Officer Joel Gray

**PRESENTER:** Daniel J. Grant, Chief of Police

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The City of Wyandotte accepted applications for the position of Police Officer until February 15<sup>th</sup> and the applicants had until March 1<sup>st</sup> to take the entry level written examination as administered by EMPCO Inc. Those applicants who were successful in passing the examination were then required to take a physical agility test which was administered at Wyandotte Roosevelt High School with the passing candidates being invited for a formal interview. The candidates were ranked according to their scores throughout the process and the highest scoring candidates had a background investigation conducted on them. After completion of this extensive process, we are requesting City Council approval to hire candidate Joel Gray who has done a great job in our selection process.

Joel, who is a Wyandotte resident, has recently completed his bachelor's degree at Ferris State University along with graduation from their state certified police academy. I have spoken with Joel and he is very excited about this opportunity to work with the Wyandotte Police Department. If Joel is approved for hire by the city Council, a conditional job offer will be presented to him with his hiring being contingent upon passing physical and psychological examinations

**STRATEGIC PLAN/GOALS:** To hire candidate Joel Gray and have him enter our 12-week Field Training Program and upon successful completion he will begin solo patrols on a probationary status for 1-year.

**ACTION REQUESTED:** Concur with the Police Department to hire Joel Gray as a probationary Police Officer.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Funds for this position's salary/benefits are budgeted in the Police Department budget in the salary account 101-301-725-110.

**IMPLEMENTATION PLAN:** The City Administrator's Office will coordinate the hiring and implementation of benefits for the position.

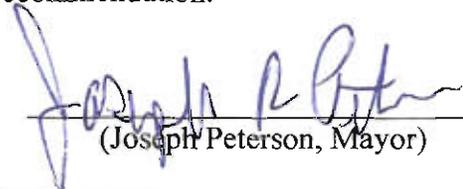
**COMMISSION RECOMMENDATION:** The Police Commission approved the hiring of Police candidate Joel Gray at their meeting which was held on Tuesday May 28<sup>th</sup>.

**CITY ADMINISTRATOR'S RECOMMENDATION:** 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 residents of the City of Wyandotte. Concur with recommendation.

  
(Todd Drysdale, City Administrator)

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

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

  
(Joseph Peterson, Mayor)

**LIST OF ATTACHMENTS:**  
1. Application for Employment  
2. Original Job Posting

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: June 3, 2013

RESOLUTION by Councilman \_\_\_\_\_

BE IT RESOLVED BY THE CITY COUNCIL that Council Concurs with the determination that a vacancy exists for the position of Police Officer and the Council authorizes the filling of such vacancy and

FURTHER RESOLVED BY THE CITY COUNCIL that subsequent to a written examination, physical agility test, interview panel, and background investigation conducted by the Police Department, candidate Joel Gray is being offered employment as a probationary Police Officer contingent upon his successful completion of physical, drug screen, and psychological examinations.

I move the adoption of the foregoing resolution.

MOTION by  
Councilmen \_\_\_\_\_

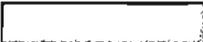
Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

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



# APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

The Civil Rights Act of 1964 prohibits discrimination in employment practice because of race, color, religion, sex or national origin. The Age Discrimination in Employment Act prohibits discrimination on the basis of age with respect to individuals who are at least 40 years of age. The laws of Michigan also prohibit all of the above types of discrimination, as well as discrimination based on height, weight, marital status or handicap.

### EMPLOYMENT DESIRED

Position applied for Police Officer

Have you read the description of this job?  Yes  No

Are you qualified to perform these duties?  Yes  No

Other position you would consider \_\_\_\_\_

Type of employment desired:  Full-Time  Part-Time  Temporary

Date you can start May 13, 2013 Wage expected \$ Basic Starting pay

### PERSONAL INFORMATION

Social Security Number \_\_\_\_\_

Name Gray Joel Conrad  
Last First Middle

Address 3621 18th Wyandotte Michigan 48192  
Street City State Zip Code

Telephone (including area code) 734-752 - - -

Other last names used while working, if any N/A

Are you a U.S. Citizen?  Yes  No

If no, specify type of entry document and work authorization N/A

Have you ever been convicted of a crime?  Yes  No

If yes, please give specifics N/A

Are there any felony charges pending against you?  Yes  No

If yes, please give specifics N/A

Have you ever served in the U.S. Military?

Yes  No

If yes, indicate branch of military? N/A

Dates of duty: From N/A To N/A Type of discharge N/A  
Month Day Year Month Day Year

Do you have a reliable means of transportation to enable you to get to work in timely manner?  Yes  No

If you are applying for a position requiring the use of an automobile or other motor vehicle, do you have a driver's license and a motor vehicle available for your use?  Yes  No

Are you licensed to drive a motor vehicle other than an automobile?  Yes  No

If yes, what type of license do you hold? N/A

Have you ever employed by the City of Wyandotte?  Yes  No

If so, when? N/A

Have any of your relatives ever been employed by the City of Wyandotte?  Yes  No

If yes, indicate names and dates employed N/A

Are you a smoker?  Yes  No

If yes, will you abide by the City's smoking policy?  Yes  No

Have you used, possessed or sold any illegal drugs in the past five years?  Yes  No

If yes, state which drugs and explain if you used, possessed or sold them  
N/A

Have you ever been bonded on a job?  Yes  No

If so, where and when? N/A

**IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:**

Name Cindy Gray Telephone (including area code) 734

Address 3621 18th Street Wyandotte Michigan 48192  
Street City State Zip Code

**PERSONAL REFERENCES (Not former employers or relatives)**

Name and Occupation	Address	Phone Number
Deputy U.S. Marshal Vincent Ventimiglia	Detroit, MI 48226	
Jim Houston- West Shore Golf and C.C.	Trenton, MI 48183	734-676-1947
Dave Kostelnik-Owner of Kostelnik Inc.	Wyandotte, MI 48192	734-341-7676

**EDUCATION**

Identify any special skills, training or licenses you have which are related to the position you are applying for:  
 MCOLES qualified with pistol, assault rifle, and shotgun, and score an 83.17 on the EMPCO exam.

	NAME	CITY/STATE	DEGREE	MAJOR
High School	Theodore Roosevelt High School	Wyandotte, MI	High School Diploma	
College	Ferris State University Big Rapids, MI-Bachelor's in Criminal Justice with Law Enforcement Specialization			
Other	Schoolcraft College	Livonia, MI	Transferred to Ferris State University	Criminal Justice

**EMPLOYMENT HISTORY** (Begin with most recent and use additional sheet, if necessary)

1. Firm name United States Marshal Service Intern

Employed from 05/2013 to 8/2013  
month year month year

Type of business Law Enforcement

Address 231 West Lafayette Boulevard Detroit Michigan 48226  
Street City State Zip Code

Telephone Number 313-920-4130 Name of supervisor Vincent Ventimiglia

Positions U.S. Marshal Service Intern Starting salary \$ 0.00 Final salary \$ 0.00

Duties performed Attended active shooter training, TASER Academy, and transported prisoners.

Reason for leaving To finish my degree at Ferris State University.

If presently employed, may we contact your supervisor?  Yes  No If yes, telephone N/A

2. Firm name West Shore Golf and Country Club

Employed from 3/2007 to 8/2013  
month year month year

Type of business Private Golf Club

Address 22843 West River Road Grosse Ile Michigan 48138  
Street City State Zip Code

Telephone Number 734-676-1947 Name of supervisor Jim Houston

Positions Grounds Keeper Starting salary \$ 8.00 Final salary \$ 8.00

Duties performed Manage turf and turf maintenance, groom the bunkers on the course, and provide service and sup

Reason for leaving To finish my degree at Ferris State University

Have you ever been suspended or discharged from employment?  Yes  No

If yes, please explain N/A

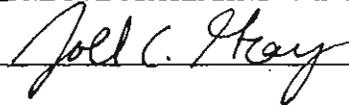
The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

**APPLICANTS FOR UNION POSITIONS**

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other than the above-referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated: 2/10/2013 Signature: 

**APPLICANTS FOR NON-UNION POSITIONS**

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is a will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City, and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void, and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

4/26/05

**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
William R. Griggs

**TREASURER**  
Andrew A. Swiecki

**CITY ASSESSOR**  
Colleen A. Keehn



**CITY COUNCIL**

Todd M. Browning

James R. DeSana

Sheri Sutherby Fricke

Daniel E. Galeski

Leonard T. Sabuda

Lawrence S. Stec

**DANIEL J. GRANT**  
**CHIEF OF POLICE**

## **POLICE OFFICER**

Wyandotte Police Department, Wayne County, Applications obtained online at [www.wyandotte.net](http://www.wyandotte.net) Applications must be mailed to 2015 Biddle Ave., Wyandotte, MI 48192 and received no later than Friday February 15, 2013 by 4PM. All applicants must be either M-COLES certified/certifiable or currently attending an M-COLES certified police academy, and have completed a minimum of 62 college credit hours/Associates Degree from a North Central accredited college/university. Candidates must also be a United States Citizen, be at least 21 years of age, have a valid driver's license with record clear of any prior arrests, and must pass all department testing prior to appointment. Prior to March 1, 2013, all applicants must have taken and passed the Police Officers entry level examination as administered by EMPCO to be considered for employment with the Wyandotte Police Department. Information regarding this examination can be obtained at [empco.net](http://empco.net)

**Published in:**

Downriver News Herald

Wayne County Regional Police Academy web-site/bulletin board

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

①

MEETING DATE:

AGENDA ITEM # \_\_\_\_\_

**ITEM:** Renewal of License Agreement with Blue Water Explorations, Ltd., DBA Diamond Jack's River Tours

**PRESENTER:** Mark A. Kowalewski, City Engineer and Justin Lanagan, Superintendent  
Recreation Department *Mark Kowalewski - 5-20-13*

**INDIVIDUALS IN ATTENDANCE:** Mark Kowalewski and Justin Lanagan *Justin Lanagan*

**BACKGROUND:** Since 2000, the City has entered into a one (1) year Renewal of License Agreement with Blue Water Explorations Ltd., DBA Diamond Jack's River Tours to utilize Bishop Park for docking. The License Fee for 2013 is again \$4,000 for the year and \$250 per all non-scheduled trips including private charters.

**STRATEGIC PLAN/GOALS:** The City is committed to revitalize the downtown by adding attractions to entice people to come to Wyandotte and to make our downtown a destination spot.

**ACTION REQUESTED:** Authorize the Mayor and City Clerk to execute the Renewal of License Agreement with Blue Water Explorations Ltd., DBA Diamond Jack's River Tours.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Additional miscellaneous income

**IMPLEMENTATION PLAN:** Execute Renewal of License Agreement and collect fees.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shaydali*

**LEGAL COUNSEL'S RECOMMENDATION:** *OK with a look*

**MAYOR'S RECOMMENDATION:** *OK [Signature]*

**LIST OF ATTACHMENTS:** Renewal of License Agreement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date:

RESOLUTION by Councilperson \_\_\_\_\_

RESOLVED BY THE MAYOR AND CITY COUNCIL that the Council concurs with the recommendation of the City Engineer and Superintendent of Recreation, Leisure & Culture regarding the contract extension with Blue Water Explorations, Ltd., D.B.A. Diamond Jack's River Tours and that the Mayor and City Clerk are authorized to execute the Renewal of License Agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

RENEWAL OF LICENSE AGREEMENT

ARTICLES OF AGREEMENT, made and entered into this 17 day of May, 2013, by and between the CITY OF WYANDOTTE, "licensor" and Blue Water Explorations, Ltd., D.B.A. Diamond Jack's River Tours, a Michigan Corporation, "Licensee", to wit.

1. The Renewal Term of this License Agreement will be for the period of May 7, 2013, through April 15, 2014, Subsequent renewals will be in accordance with Paragraph 2 of the License Agreement.
2. The License Fee shall remain the same for this Renewal Period.
3. Insurance Policies and Certificates shall be submitted to the City to cover the extended period of time prior to May 7, 2013.
4. Licensee will coordinate with the Licensor's Superintendent of Recreation and General Manager of Municipal Services regarding dates for special City sponsored events, limited dock days and coal delivery times as described in Paragraph 4 and Exhibit D of the License Agreement.
5. Licensee may construct and maintain underground utility hookups per City Codes. Licensee shall pay all costs associated with said construction and maintenance. Licensee will pay all utility fees. The improvements, once completed, will become the property of Licensor.
6. All License Agreement conditions will remain the same as in the original Agreement except as modified herein.

IN WITNESS THEREOF, said parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

Witnessed by:

CITY OF WYANDOTTE; Licensor

\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
William R. Griggs, City Clerk

BLUE WATER EXPLORATIONS Ltd.,

Licensee:

\_\_\_\_\_  
Patricia Hoey-Carrothers  
Patricia Hoey-Carrothers, President

**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

⑧

**MEETING DATE:** June 3, 2013

**AGENDA ITEM #** \_\_\_\_\_

**ITEM:** Approval of Yack Arena Rental Contract – Woodhaven High School Graduation

**PRESENTER:** Justin N. Lanagan, Superintendent of Recreation

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Please see the attached Rental Contract and Hold Harmless Agreement for the Yack Arena. Woodhaven High School has hosted their graduation ceremonies at the Yack Arena for the past several years. This year, they plan to host their graduation ceremonies at Woodhaven High School on their football field. In case of inclement weather, they have asked to hold the Yack Arena as an emergency backup site on Tuesday, June 11<sup>th</sup>, 2013. In order to secure this date, we requested a \$650 non-refundable deposit to hold the building for them.

**STRATEGIC PLAN/GOALS:** Continue to utilize the Yack Arena during the off-ice season and generate additional revenue.

**ACTION REQUESTED:** Adopt a resolution and authorize the Mayor and City Clerk to sign the contract.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Will generate a minimum of \$650 revenue, with possible additional revenues TBD based on actual use of the building and additional requests (chairs, tables, additional staff, etc.). **101-000-654-610-020**

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Recreation Commission.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** 3 Rental Contracts  
3 Hold Harmless Agreements

**RESOLUTION:**

Wyandotte, Michigan  
Date: June 3, 2013

RESOLUTION by Councilman \_\_\_\_\_

Resolved by the City Council that Council hereby approves the Benjamin F. Yack  
Recreation Center rental contract for the

**Woodhaven High School Graduation – June 11<sup>th</sup>, 2013**

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura Jr.  
Sabuda  
Schultz  
Stec

## CERTIFICATE OF INSURANCE

Producer <b>SET SEG</b> 415 W. Kalamazoo Street Lansing, MI 48933	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
<b>COMPANIES AFFORDING COVERAGE</b>	

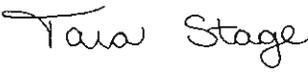
Insured <b>Woodhaven-Brownstown School District</b> 24821 Hall Road Woodhave, MI 48183-3756	<b>A</b> MASB-SEG Property/Casualty Pool, Inc.
--	--

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
<b>A</b>	<b>GENERAL LIABILITY</b> [X] Comprehensive Form [X] Premises/Operations [X] Incidental Medical Malpractice Coverage [X] Products/Completed Operations [X] Contractual [X] Independent Contractors [X] Broad Form Property Damage [X] Personal Injury	PC-00062-201207	7/1/12	7/1/13	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	N/A
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	N/A

**DESCRIPTION** Yack Arena and the City of Wyandotte are hereby added as an additional insureds for liability but only as respects to the activities performed by or on behalf of the named Insured as it represents the districts graduation ceremony being held at Yack Arena, June 11, 2013. ceremony

CERTIFICATE HOLDER City of Wyandotte – Yack Arena Wyandotte, MI	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE    TARA STAGE PROPERTY/CASUALTY DEPARTMENT	Date May 8, 2013
--	------------------

**YACK ARENA HOLD HARMLESS AGREEMENT**

In consideration of the City of Wyandotte granting permission to: Woodhaven/Brownstown School District for the use of the Yack Arena on the following date/dates: Woodhaven High School Graduation, June 11, 2013, the undersigned hereby assumes all risk and liability relating to the use of the Yack Arena, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Yack Arena, except that the undersigned shall not be liable for any damages, claims for liability that are solely due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Yack Arena.

Except as set forth above, the undersigned further does hereby indemnify, remise, release and forever discharge the City of Wyandotte, its officers, agents and employees from any and all claims, demand, actions, causes of action, damages and liabilities resulting or arising out of, either directly or indirectly, from Permittee's use of the Yack Arena. Furthermore, Permittee will abide by the **NO SMOKING POLICY** during the rental of the Yack Arena.

In addition, the undersigned hereby affirms that there are no violations from a city, county, state or federal agency pending pertaining to your organization/event.

Agreed to this 8 day of May, 2013

**The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee.**

**EVENT INFORMATION - PRINT**

Contact Person Jay Vesperman  
Address 24787 Van Horn Road  
City, State, Zip Brownstown, MI 48134  
Home Phone # 734-788-3333  
Cell Phone # 734-512-9784  
Fax # 734-783-3300  
Signature Jay Vesperman  
Title or Position \_\_\_\_\_  
if signing on behalf  
of the Permittee

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name \_\_\_\_\_

Department of Legal Affairs

**BENJAMIN F. YACK RECREATION CENTER RENTAL CONTRACT**  
City of Wyandotte, Michigan

This permit, granted this 8 day of may 2013, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to Woodhaven/Brownstown School District, hereinafter called the "Permittee."

*Witnesseth:*

In consideration of the fees and covenants hereinafter expressed, the Owner has agreed to grant and hereby does grant a Permit to the Permittee and Permittee has agreed to accept and hereby does accept the Permit for the use of the Benjamin F. Yack Recreation Center, hereinafter called the "Building", located 3131 Third Street in the City of Wyandotte, Michigan on the following terms and conditions:

(1) This permit shall prevail in accordance with the following schedule:

Woodhaven High School Graduation, June 11, 2013

Building Rental is \$650 (Non-Refundable) to reserve the building as a backup site in case of inclement weather/ \$1,300 if the building is used for graduation, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air – conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

- A Certificate of Insurance in accordance with **General Conditions** Item 5 – A.
- A copy of the Liability Insurance naming the CITY OF WYANDOTTE as ADDITIONAL INSURED must be on file in the City Clerk's Office one month prior to event. (This is not a means to relieve the City of liability based upon the sole negligent acts of its agents or employees, but to make the City whole from any liability arising from the use of the City facility by an outside organization.)
- All state, county or local licenses or permits necessary to hold the event, such as: Liquor, food, etc., are the responsibility of the group and must be obtained and displayed as required by law.
- Security people are to be agreeable with the Owner.
- One day to be allowed for moving in and one day for moving out, from 8 AM to 5 PM, any additional time needed will be charged at hourly rate for on-duty supervisor.
- \$250 Security Deposit is non-refundable in case of cancellation by Permittee.  
**Security Deposit to accompany this Contract.**
- **Special Arrangements:** Any additional arrangements must be made in advance with the Building Management. These additional arrangements may be subject to an additional fee.

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$650 (Non-Refundable) to reserve the building as a backup site in case of inclement weather/ \$1,300 if the building is used for graduation, plus all associated rental costs as per enclosed rental rate form.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz Woodhaven High School Graduation, June 11, 2013.

(4) In further consideration of the fees and covenants herein expressed, the Owner agrees to furnish the following without additional charge to Permittee:

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.

- C. Use of installed public address equipment is included, but operator for same is not.
- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations:

- A. Permittee shall assume all risk of operation and shall indemnify Owner for any loss or damage occasioned to Owner or to any person or property, caused by any act of Permittee, its agents or employees in the use of any of the premises by Permittee, its agents or employees in the conduct of Permittee's business. Permittee shall procure at its own cost and expense Workmen's Compensation as required by law and such public liability and property damage insurance as will protect Permittee, Owner and its officers and employees from any claims for damage to property, including Owner's property, and for personal injuries, including death, which may arise from the use of the premises by Permittee. A duplicate copy of all insurance policies or certificates of insurance must be furnished Owner with the premiums paid before the start of any operations by Permittee. All policies shall be subject to the approval of Owners for adequacy and form of protection and name owner as an additional insured party. All policies shall contain an endorsement providing for furnishing owner ten (10) days written notice of termination of insurance for any cause.

Permittee shall provide insurance at least 30 days in advance of the event as follows,  naming the City of Wyandotte as Additional Insured:

- A. Workmen's Compensation Insurance as required by the laws of the State of Michigan;
- B. Public Liability with a minimum of \$ 1,000,000.00 for each occurrence;
- C. Property Damage with a minimum of \$ 1,000,000.00 for each occurrence;
- D. Dram Shop and Alcohol Liability coverage with minimum of \$1,000,000.00.

- B. The Permittee shall indemnify and save harmless the Owner from and against all claims, suits, actions and damages, and/ or causes of action arising during the period of use and occupancy by the Permittee and for the term of this Permit for any personal injury, loss of life and/or damages to property, including Owner's property, sustained in or about the premises or that portion of the Building and improvements thereof, or appurtenances thereto, used by the Permittee, occurring during such time as the Permittee may be using or renting said premises, and from and against all costs, legal fees, expenses and liabilities in and about any such claim or the defense of any action or proceedings thereon, and from and against any order, judgment and/or decrees which may be entered therein when any of the aforesaid are caused or occasioned by negligence of the Permittee, its agents sub-contractors or employees, or persons attending the Building by reason of the use thereof by the Permittee.
- C. Permittee agrees not to use nor to permit any person to use in any manner whatsoever that part of the premises used by Permittee in its operations hereunder for any illegal purpose or for any purpose in violation of any Federal, State or municipal law, ordinance, rule, order or regulation or of any reasonable rule or regulation of Owner now in effect or hereafter enacted or adopted and will protect, indemnify and forever save and keep harmless Owner and the individual representatives thereof and their agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, reasonable rule, order or regulation occasioned by any act, neglect or omission of Permittee, or any employee, person or occupant in Permittee's employ or control for the time being on said premises and engaged in the Permittee's operations hereunder.
- D. The Permittee agrees to furnish a sufficient number of ushers, ticket takers, special policemen, doorkeepers or other employees to properly handle and supervise the conduct of all persons in attendance at functions conducted by the Permittee, and to adopt, promulgate and enforce rules and regulations governing the conduct of such attendants. It is further understood and agreed that such attendants shall for all purposes be the agents of the Permittee.
- E. The Permittee shall furnish all service required to conduct its business in the Building. In the event of any violation or in case Owner or its authorized representative shall deem any conduct on the part of Permittee or any person or occupant on Permittee's employ or control for the time being on the premises (and engaged in the operation thereof) to be objectionable or improper, the responsibility for such conduct shall be

- deemed prima facie to be that of the Permittee. Permittee will, at the written request of Owner or its authorized representative, have removed from the premises any employee whom owner or its representative consider detrimental to the best interests of Owner or the public using the Premises.
- F. The Permittee agrees not to assign, transfer, convey, sublet or otherwise dispose of this Permit or its right, title or interest therein, to any other person, company or corporation without the previous consent in writing of the Owner.
  - G. The Permittee shall have the complete control of so much of the premises exclusively granted to it during the periods aforesaid, and of admission to the portion of such premises during such periods subject to the requirements of any City Ordinances or State Laws including the Yack Arena Rules and Regulations.
  - H. The Permittee agrees to conform to the Rules and Regulations of the Yack Arena for the use of said premises in effect when this Permit is granted or hereafter enacted or adopted, and a copy of any such Rules and Regulations in effect at the signing of this Permit shall become a part hereof.
  - I. Upon the breach of any term, covenant or condition of this Permit, or of any rule or regulation governing the use of the premises, this Permit, at the option of the Owner, upon notice to the Permittee, shall terminate with the same force and effect as if the original term has come to an end.
  - J. Upon termination of this Permit or its prior cancellation, Permittee shall remove from the premises such property and equipment as Permittee may have provided for its operations. In the event that the Permittee fails to vacate the premises upon such termination, the Owner may, in its discretion, remove from the premises at the expense of the Permittee, all goods, wares and merchandise, and property of any and all kinds and descriptions which may then be occupying the portion of the Building on which the Permit has terminated and Owner shall not be liable for any damages or loss of such goods, wares, merchandise or other property which may be sustained either by reason of such removal or of the place to which it may be removed, and Owner is hereby expressly released from any and all such claims for damages of whatsoever kind or nature.
  - K. The Owner may terminate any assignment of space to Permittee if, in the judgment of the owner the occupancy or entertainment would in any respect be detrimental to the best interests of the City of Wyandotte or the Yack Arena. The City of Wyandotte shall not be responsible for any loss or damage occasioned to Permittee, its agents, and employees or other by reason of such termination.
  - L. Notwithstanding anything in this Permit contained, it is further mutually agreed that in the event of any default, non-performance or breach of the provisions of this permit on the part of the Owner, the liability of the Owner therefore shall be and is hereby limited solely to the repayment of the amount of the fee or portion thereof paid by the Permittee for the particular day, occasion or time when said default, non-performance or breach occurs.
  - M. It is agreed that the premises may be inspected at any time by authorized representatives of the Owner, or by a representative of the Department of Health, Fire Department, and Police Department, Department of Buildings and Safety Engineering and any other law enforcing agencies. Permittee shall obtain at its own cost and expense such licenses and permits as may be required by law to conduct its business in the building. Permittee agrees that if notified by the Owner, or its representatives, that the condition of any part of the premises occupied by Permittee of the facilities thereof is unsatisfactory; it will immediately remedy the condition.
  - N. Permittee hereby waives any and all claims for compensation for any and all losses or damage sustained by reason of any lawful action by any public agency or official in the exercise of this Permit. Any such action shall not relieve Permittee from any obligation hereunder, even if it may result in an interruption of Permittee's activities.
  - O. Permittee shall not make any alterations in the premises without written approval of the Owner.
  - P. Permittee shall not conduct within or upon said premises any other operations except those herein described. Permittee agrees not to interfere with any other Permittee of Owner or any employee's of any other Permittee.
  - Q. Permittee acknowledges that Owner has not made or caused to be made any representations of any nature whatsoever in connection with this Permit except as herein stated, and in particular has made no representations dealing with such matters as anticipated revenue to Permittee or related issues. Permittee acknowledges that it has accepted this Permit as the result solely of its own business judgment and not as a result of any representations whatsoever, direct or indirect made by Owner, its agents or employees, except as herein stated.

- R. Permittee shall not advertise any of its activities in the Building in any manner objectionable to the Owner.
- S. Permittee agrees not to discriminate in its use of the premises among law-abiding members of the public.
- T. The policy of the Owner is to serve the public in the best possible manner and Permittee agrees that both it and its employee's and agents shall at all times cooperate to this end.
- U. No decorations shall be placed in or on the Building, walls or corridors, nor shall any advertising signs be supported by nails, tack, screws or adhesive tape on walls or woodwork, without the consent and approval of the Owner and all decorations, sets, scenery or other properties shall be of flame-proofed material and conform with requirements of the Fire Department.
- V. The custodian of the Building, watchmen and maintenance crew of the Owner shall have free access at all times to all space occupied by Permittee.
- W. The premises shall be accepted by Permittee as is and the cost of any additional equipment and fixtures shall be the responsibility of the Permittee.
- X. If the time of Owner's employees is required by the Permittee in the exercise of this Permit, other than as specified herein, it shall be paid for by the Permittee at rates then in effect.
- Y. Except as provided for by Owner, this Permit does not authorize Permittee to furnish liquid refreshments or food in any part of the Building, or to operate checkrooms or other concessions.
- Z. The Owner shall not be responsible for payment of any Federal, State or local taxes, nor for any loss by theft or otherwise, damage by accident, fire, riot or strike, action of the elements or any other damage to machinery, equipment, paraphernalia, costumes, clothing, trunks, exhibit material, scenery, music, musical instruments or cases for same, and other property of the Permittee or its agents or employees or the patrons of the Permittee.
- AA. Should the premises or any part thereof be destroyed or injured by fire or the elements, mob, riot, war or civil commotion, or any part of the premises be interfered with by strikes or other causes, prior to or during the time for which the use of said premises is granted, the Owner may, in the exercise of its discretion, terminate the Permit, in which event the Owner shall return to the Permittee any payments that have been made for the period of the permit prevented or interrupted and the Permittee hereby expressly waives any claim for damage or compensation should the Permit be so terminated. The Owner shall in no way be liable for any personal property or other damage, inconvenience or intervention to the Permittee arising from or on account of strikes, lockouts or other labor difficulties, or any force majeure event.
- BB. Amounts and contents of Permittee's display of advertising material at the Building shall be at the discretion of the Owner or its authorized representative.
- CC. The Permittee further agrees to turn the demised premises back to the Owner in the same condition as when it first occupied same, natural wear and tear excepted. Permittee is responsible to immediately reimburse owner for any damages caused to the premises.
- DD. Should any questions arise as to the proper interpretation of the terms and conditions of this Permit, the decision of the Owner shall be final.
- EE. It is expressly understood and agreed by between the parties hereto that the Employees, Representatives, Recreation Commissioners, and the Owners and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the Permittee nor any occupant of the demised premises shall have any claim against them collectively or individually in any event whatsoever.
- FF. All notices and orders given to the Permittee may be served by mailing the same to the Permittee at the address hereinbefore set forth or by delivering a copy thereof to the Permittee in person, or by leaving it at its place of business in the demised premises with any person then in charge of the same.
- GG. All rights remedies of the Owner shall be cumulative and none shall exclude any other right or remedy allowed by law.
- HH. There are not agreements not expressly covered herein, and nothing is included unless specified.
- II. Inspection of Building will occur prior to the rental, with a complete report of condition of building taken into account.
- JJ. Permittee shall execute an agreement which indemnifies and holds the City of Wyandotte, its officers, agents and employees harmless from all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damages to any property owned by the City of Wyandotte or others arising out of Permittee's use of the Yack Arena.

- KK. Permittee, its members, agents, employees, independent contractors and volunteers promise to comply with all state laws, regulations, and local ordinances with regards to their use of the Yack Arena. If it becomes necessary for the owner to commence legal proceedings against Permittee to enforce the terms of the permit of the General Conditions, Permittee shall be responsible to fully reimburse owner all of owner's attorney fees and court costs.
- LL. Permittee shall abide by the Wayne County Clean Indoor Air Regulation as amended, which was originally adopted on March 17, 2005, and requires Wayne County (excluding the City of Detroit) public and private worksites to create and implement a smoke-free policy that prohibits smoking in enclosed areas. Public Health Code, Act 368 states in MCL333, Section 12605, a smoking area may be designated by the state or local government agencies or the person who owns or operates a public place except in a public building in which smoking is prohibited by law.

In Witness Whereof, the parties hereto have caused these presents to be signed by their duly authorized officers, the day and year first above written.

PERMITTEE: Woodhaven/Brownstown School District OWNER:

The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee

CITY OF WYANDOTTE,  
a municipal corporation of the State of Michigan

By

Jay Vesperman  
Signature

By

\_\_\_\_\_  
Mayor Joseph Peterson

Jay Vesperman  
Printed Name

\_\_\_\_\_  
City Clerk William R. Griggs

Assistant Principal  
Title or Position if signing  
on behalf of the Permittee

I hereby certify that the within document is correct as to legality and form, subject to receipt of proper insurance.

Name \_\_\_\_\_  
Department of Legal Affairs

**CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION**

9

**MEETING DATE:** June 3, 2013

**AGENDA ITEM #** \_\_\_\_\_

**ITEM: Department of Municipal Services – Approval to Purchase Digger-Derrick Truck  
WMS Commission RESOLUTION # 05-2013-03**

**PRESENTER:** Rod Lesko, Acting General Manager

**INDIVIDUALS IN ATTENDANCE:** Christopher Rempel – Supervisor - Lines

**BACKGROUND:** Wyandotte Municipal Services currently maintains a fleet of Line Vehicles utilized in the construction and repair of our electrical infrastructure. The fleet is aging and maintenance costs are rising. The current digger-derricks are vintage 1992 and 1998 models. We are utilizing an approved State of Michigan Bid Vendor of Altec Industries. The base model for such a vehicle is in the range of \$185,000. The final pricing of the vehicle will be determined after the necessary modifications for utilization at Wyandotte Municipal Services such as pole rack mounts, safety lighting installation and bed liner protection.

Wyandotte Municipal Services strategy is to update our current vehicle fleet utilizing a five year rotation cycle thereby minimizing our vehicle maintenance costs due to aging vehicles. These vehicles are critical to our ability to effectively manage our current construction and repair workload and to provide reliable electric service. This vehicle is a stock vehicle with a proposed completion in early June, 2013.

**ACTION REQUESTED:** Concur with the Wyandotte Municipal Service Commission's approval for the purchase of an Altec Digger Derrick

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Funding is under project number 1012TD - Vehicle Replacement and identified in the approved 2013 Capital Budget for \$280,000. The remaining approved amount available in the budget is \$235,070.

**IMPLEMENTATION PLAN:** Visit factory to finalize truck equipment and sign purchase agreement.

**COMMISSION RECOMMENDATION:** Municipal Services Commission approved resolution # 05-2013-03 at regular meeting on May 28, 2013.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Rempel*

**LEGAL COUNSEL'S RECOMMENDATION:** N/A

**MAYOR'S RECOMMENDATION:** *OK*

**LIST OF ATTACHMENTS**

- State of Michigan Contracts for Altec
- Signed Commission Resolution 05-2013-03
- Ford F-750 Chassis Description
- Altec Vehicle Description
- Altec Vehicle Drawings

**MODEL RESOLUTION:** Be IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Service Commission in the following resolution.

A Resolution authorizing the approval of the purchase of a Digger-Derrick line vehicle utilizing the State of Michigan bid process for an amount not to exceed \$ 200,000.

I move the adoption of the foregoing resolution.

MOTION by Councilperson \_\_\_\_\_

Supported by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

Stec  
Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

March 13, 2013

**CHANGE NOTICE NO. 071B2200264**  
 to  
**CONTRACT NO. 1**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Altec Industries Inc. 5201 West 84 <sup>th</sup> St Indianapolis, IN 46268	Andy Johnson	Andy.johnson@altec.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	248-807-9127	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Dan Smith	517-334-7767	smithd4@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Truck mounted aerial towers, truck bodies, PTO air compressors, and related truck components			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2012	June 30, 2015	2, 1yr	June 30, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination	Various	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
One unit			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		June 30, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$2,000,000.00		\$3,000,000.00		

Effective March 1, 2013, funds are ADDED in the amount of \$2,000,000.00

All other terms, conditions, specifications, and pricing remain unchanged.

Per Administrative Board approval on February 19, 2013, agency agreement and DTMB Procurement approval.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE  
 OF  
 CONTRACT NO. 071B2200264  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Altec Industries Inc. 5201 West 84 <sup>th</sup> St Indianapolis, IN 46268	Andy Johnson	andy.johnson@altec.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	248-807-9127	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Dan Smith	517-334-7767	smithd4@michigan.gov
BUYER:	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Truck mounted aerial towers, truck bodies, PTO air compressors, and related truck components			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	July 1, 2012	June 30, 2015	2, 1 Yr. Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Destination	Various	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
One Unit			
MISCELLANEOUS INFORMATION:			
The terms and conditions of this Contract are those of solicitation # 07112200136 and this Contract Agreement. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$1,000,000.00

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation # 07112200136. Orders for delivery will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.



May 9, 2013  
Our 84th Year

816-236-1328

**Sold To:**

ALTEC INDUSTRIES PLANT 337 MW FINAL ASSEMBLY  
MIDWEST FINAL ASSY  
2106 S RIVERSIDE RD  
Saint Joseph, MO 64507-0000  
US

Altec Sales Order: 2505764  
Altec Quotation Number: 215953 - 2

Account Manager: 0338 No Sales Credit  
Inside Sales Rep: Matthew M Griffin

**Bill To:**

ALTEC INDUSTRIES PLANT 337 MW FINAL ASSEMBLY  
MIDWEST FINAL ASSY  
2106 S RIVERSIDE RD  
Saint Joseph, MO 64507-0000  
US

X7 Discrete Job: 27075637  
X7 Configured Item: 000037005-2300757  
Quantity: 1

X4 Discrete Job: 27088977  
X4 Configured Item: 000092500-2300753

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	ALTEC Model DM47-B; 47 foot Digger Derrick with hydraulic extending full capacity intermediate and upper booms. Built in accordance with standard specifications and to include the following features:	1
2.	Rear mount pedestal	1
3.	Rear Mount - Traditional Control Seat, installed on curb side of turntable, includes single control station	1
4.	Turntable Mounted Winch	1
5.	Winch: Normal Speed with 15,000 lbs. bare drum capacity.	1
6.	Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs. Includes a rapid reversing shake feature for quick and convenient cleaning of dirt from the auger and all of the components necessary to operate digger, installed.	1
7.	2.50 in Hex Output Shaft With 2.50 in Hex Extension Shaft	1
8.	Digger Storage: located on the Street Side (Normal) (NOTE: for behind the cab mount derricks, the digger will be located on the curbside)  Nylon auger wind up strap included.	1
9.	Derrick is Not Rated for Platform Use: Unit is designed and tested for use only as a digger derrick.	1
10.	Foot throttle.	1
11.	No hard wired upper controls and NO TOOL CIRCUIT at boom tip	1
12.	Standard Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.	1
13.	Code 450 Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary or primary outriggers	1

**RESOLUTION:**

RESOLUTION AUTHORIZING THE ACTING GENERAL MANAGER TO EXECUTE A PURCHASE AGREEMENT WITH ALTEC INDUSTRIES FOR A FULLY EQUIPPED DIGGER-DERRICK VEHICLE

BE IT ORDAINED BY THE MUNICIPAL SERVICES COMMISSION OF THE CITY OF WYANDOTTE, STATE OF MICHIGAN:

WHEREAS, the City of Wyandotte, ("MUNICIPALITY") owns and operates an electric utility system for the sale of electric power and associated energy for the benefit of its citizens and taxpayers; and

WHEREAS, Altec Industries, Electrical Line Vehicle Manufacturer and a State of Michigan successful bidder has available for purchase a Digger-Derrick Line Vehicle in early June 2013.

WHEREAS, the said purchase of this vehicle will be a not to exceed price of \$200,000 based upon final agreement of additional equipment deemed necessary by the WMS Management Team

NOW, THEREFORE, BE IT RESOLVED by the Municipal Services Commission of the Municipality of Wyandotte, Michigan, that authorizes the Acting General Manager to execute the agreement to purchase a Digger-Derrick Vehicle from Altec Industries.

I move for the adoption of the foregoing resolution.

MOTION by Commissioner JERRI

Supported by Commissioner FRED

<u>YEAS</u>	<u>COMMISSIONER</u>	<u>NAYS</u>
✓	Figurski	
✓	Sadowski	
✓	Lupo	
✓	DeLisle	
✓	Cole	

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: James Figurski  
President

By: [Signature]  
Secretary

**CITY OF WYANDOTTE – Department of Municipal Services**  
**REQUEST FOR COMMISSION ACTION**

MEETING DATE: 5/28/2013

RESOLUTION 05-2013-03

**ITEM:** Approval to Purchase/ Digger-Derrick Truck

**PRESENTER:** Rod Lesko

**INDIVIDUALS CONSULTED:** Paul LaManes, Charlene Hudson and Chris Rempel

**BACKGROUND:** Wyandotte Municipal Services currently maintains a fleet of Line Vehicles utilized in the construction and repair of our electrical infrastructure. The fleet is aging and maintenance costs are rising. The current digger-derricks are vintage 1992 and 1998 models. We are utilizing an approved State of Michigan Bid Vendor of Altec Industries. The base model for such a vehicle is in the range of \$185,000. The final pricing of the vehicle will be determined after the necessary modifications for utilization at Wyandotte Municipal Services such as pole rack mounts, safety lighting installation and bed liner protection.

**STRATEGIC PLAN/GOALS:**

Wyandotte Municipal Services strategy is to update our current vehicle fleet utilizing a five year rotation cycle thereby minimizing our vehicle maintenance costs due to aging vehicles. These vehicles are critical to our ability to effectively manage our current construction and repair workload and to provide reliable electric service. This vehicle is a stock vehicle with a proposed completion in early June, 2013.

**ACTION REQUESTED:** Approval of the resolution to allow the Acting General Manager the ability to purchase a new Altec F-750 Digger Derrick with a not to exceed price of \$200,000. Final pricing will be determined after the vehicle inspection by WMS management at the factory to ensure vehicle is equipped with necessary items for line construction and maintenance. Purchase of this digger-derrick allows WMS to upgrade an aging vehicle fleet. It is recommended by the WMS Management Team and accounted for in the Sawvel Model.

**BUDGET IMPLICATIONS:** Funding is under project number 1012TD - Vehicle Replacement and identified in the approved 2013 Capital Budget for \$280,000. The remaining approved amount available is \$235,070.

**IMPLEMENTATION PLAN:** Upon approval to purchase, visit factory to finalize truck equipment and sign purchase agreement.

**CITY ADMINISTRATOR REVIEW** – Reviewed and agreed to form with Utility State Bid.

**LEGAL COUNSEL REVIEW:** Similar to previously approved purchases

**LIST OF ATTACHMENTS**

- State of Michigan Contracts for Altec
- Ford F-750 Chassis Description
- Altec Vehicle Description
- Altec Vehicle Drawings

Prepared For:  
Mr. Chuck Martin  
Altec  
Florida

Prepared By:  
John Rossodivito  
Mike Davidson Ford  
9650 Atlantic Avenue,  
Jacksonville, Florida, 32225  
Phone: 904-725-3060



## Vehicle Profile

2012 Ford F-750

Regular Cab XL (F7F)

### Powertrain

Cummins 6.7L I-6 OHV diesel injection 24 valve intercooled turbo diesel engine \* 185 amp alternator \* 1,800 amp (total) 93 amp hours (Ah) (total) battery dual batteries \* 6-speed electronic automatic transmission with overdrive, lock-up \* Rear-wheel drive \* 5.86 axle ratio, single speed drive axle \* Aluminized steel exhaust \* Heated fuel/water separator \* Transmission PTO provision \* Construction transmission vocation \* Driver controlled locking rear differential \* Right mounted horizontal muffler \* Right mounted horizontal tailpipe \* 18.7 cfm capacity air compressor system with air dryer, manual moisture ejector \* 50.0 gal. D-style left front fuel tank,

### Steering and Suspension

Hydraulic power-assist re-circulating ball steering \* Air brakes \* Non-independent front suspension \* Front leaf suspension \* Front tapered leaf springs \* Rigid rear axle \* Rear leaf suspension \* Rear multi-leaf springs \* Front and rear 22.5" x 8.25" \* 11.0R22.5 AS \* Rubber auxiliary springs \* Front and rear white steel disc wheels with 10 wheel studs

### Safety

4-wheel anti-lock braking system \* Daytime running lights

### Comfort and Convenience

Air conditioning \* AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna \* Cruise control with steering wheel controls \* 2 12V DC power outlets, ashtray, front lighter element(s) location, single air horn \* Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, voltmeter gauge, oil temperature gauge, engine hour meter, primary air pressure gauge, trip computer, trip odometer \* Warning indicators include battery, lights on, key, service interval, brake fluid, transmission fluid temp \* Steering wheel with tilt adjustment \* Manual front windows with light tint \* Variable intermittent front windshield wipers \* Passenger side vanity mirror \* Interior lights include dome light with delay \* Glove box, front cupholder, dashboard storage \* Air compressor \* Automatic gearshift steering column lever

### Seating and Interior

Seating capacity of 3 \* Vinyl faced front seats with carpet back material \* Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob \* Driver and passenger seats with folding back \* 4 way driver bucket seat with high back, fore/aft \* 2 way passenger two person bench seat with mid back \* Driver and passenger fixed headrests

### Exterior Features

Front splash guards, composite/galvanized steel body material, side steps \* Black side window moldings, black front windshield molding, black rear window molding \* Black door handles \* Chrome grille \* 2 doors \* Trailer harness \* Driver and passenger manual stainless steel convex spotter west coast outside mirrors \* Front chrome bumper with straight ends, with front tow hooks \* Sealed beam halogen headlamps \* Additional exterior lights

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208499 1/5/2012

## Vehicle Profile Continued

Prepared For: Mr. Chuck Martin  
Prepared By: John Rossodivito  
Dealership: Mike Davidson Ford

### Exterior Features (Continued)

include cab clearance lights \* Clearcoat monotone paint \* Hood mounted grille

### Warranty

Basic .....	24 month/unlimited mileage	Corrosion Perforation .....	60 month/unlimited mileage
Roadside Assistance .....	24 month/unlimited mileage	Diesel Engine .....	24 month/unlimited mileage
Transmission .....	24 month/unlimited mileage		

### Dimensions and Capacities

Output .....	250 hp @ 2,300 rpm	Torque .....	660 lb.-ft. @ 1,600 rpm
1st gear ratio .....	4.590	2nd gear ratio .....	2.250
3rd gear ratio .....	1.540	4th gear ratio .....	1.000
5th gear ratio .....	0.750	6th gear ratio .....	0.650
Reverse gear ratio .....	5.000	Curb weight .....	10,612 lbs.
Front curb weight .....	6,328 lbs.	Rear curb weight .....	4,286 lbs.
Front axle .....	13,200 lbs.	Rear axle capacity .....	21,000 lbs.
Front spring rating .....	13,200 lbs.	Rear spring rating .....	23,500 lbs.
Front tire/wheel capacity .....	13,220 lbs.	Rear tire/wheel capacity .....	24,020 lbs.
Front legroom .....	40.7 "	Front headroom .....	41.3 "
Front hiproom .....	67.4 "	Front shoulder room .....	68.0 "
Length .....	308.0 "	Body width .....	96.7 "
Body height .....	94.3 "	Wheelbase .....	194.0 "
Cab to axle .....	120.0 "	Axle to end of frame .....	75.0 "
Radiator area .....	717.0 "	Frame rail depth .....	10.1 "
Frame rail width .....	3.6 "	Frame rail thickness .....	0.31 "
Max RBM .....	1,780,800.0	Frame rail section .....	9.5 "
Turning radius (to curb) .....	26.8 '	Turning radius (to bumper) .....	28.2 '
Front frame height loaded .....	34.9 "	Front frame height unloaded .....	37.9 "
Rear frame height loaded .....	35.8 "	Rear frame height unloaded .....	39.7 "

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208499 1/5/2012

Prepared For:  
Mr. Chuck Martin  
Altec  
Florida

Prepared By:  
John Rossodivito  
Mike Davidson Ford  
9650 Atlantic Avenue  
Jacksonville, Florida, 32225  
Phone: 904-725-3060



*Selected Options*

**2012 Ford F-750**

Regular Cab XL (F7F)

<b>Vehicle Snapshot</b>	<b>Engine:</b> Cummins (6.7L) ISB 250 HP @ 2300 RPM, Governed @ 2600 RPM <b>Transmission:</b> Allison 3500 6-Speed, RDS Series On-Off <b>Rear Axle Ratio:</b> 5.86 <b>Brakes:</b> Air Brakes - Straight Truck w/16.5x7.0 Rear Pads - 22.5" Wheels <b>GVWR:</b> 33,000 lbs
-------------------------	---

Description	Class
Base Vehicle Price (F7F)	STD
<b>Engine/Engine Equipment</b>	
<b>Cummins (6.7L) ISB 250 HP @ 2300 RPM, Governed @ 2600 RPM</b>	OPT
<i>Starting Motor - 12-Volt, 38 MT, Delco-Remy America Inc. Type 300 : Less thermal overcrank protection.; Radialor - Modine, 717 Sq In Cross Flow, 4.25 Core w/In-Tank Trans Cooler; Mainshaft Driveline, 1710 Includes Borg Warn SA75 viscous screw on type fan clutch. Includes Donaldson single stage dry type air cleaner with restriction indicator. Includes Fleetguard FS19557, with electric type heater and primer pump - engine mounted fuel/water separator. 660 lb-ft torque @ 1600 RPM, 2600 RPM governed speed, 250 peak HP (Max). Component-manufacturer warranty applies. Subject to change by manufacturer without notice. . Torque: 660 ft.lbs. @ 1600 rpm.</i>	
<b>Non-CARB Compliant Vehicle (allowed for registration in 41 states)</b>	OPT
<i>Dealer has to add 423 if CA, CT, DE, GA, ME, NC, NJ, NY, PA is Ordering or Ship to state.</i>	
<b>Emissions Surcharge</b>	OPT
<b>Allison Vocational Transmission</b>	
<b>Allison 3500 6-Speed, RDS Series On-Off</b>	OPT
<i>RDS Series On-Off; Synthetic Transmission Oil; 29 thru 42 Pints - Meets Allison TES295 Specification. Rated: wide ratio, 300 HP input power, 800 lb-ft input torque, and 2 year model warranty. PTO provision standard. Includes c level sensor.</i>	
<b>Allison Programming I/O</b>	
<b>Allison Programming I/O Rugged Duty Series - General Purpose/Construction</b>	OPT

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05208499 1/5/2012

*Selected Options Continued*

Prepared For: Mr. Chuck Martin  
 Prepared By: John Rossodivito  
 Dealership: Mike Davidson Ford

Description	Class
<i>For programming content specific, please refer to HELP or RESOURCES in CTT.</i>	
<b>Transmission/Clutch</b>	
<b>Mainshaft Driveline, SPL140</b>	OPT
<b>Brakes/Brake Equipment</b>	
<b>Trailer Air Brake Package - Four Wheel</b> <i>Includes air lines to rear of frame, hand control valve and tractor protection valve.</i>	OPT
<b>Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop</b> <i>Mounted at rear of frame, compatible with trailers that use combined stop, tail turn lights.</i>	OPT
<b>Air Brakes - Straight Truck w/16.5x7.0 Rear Pads - 22.5" Wheels</b> <i>Air Compressor, Cummins, 18.7 CFM Capacity, Meritor Q-Plus with ABS, Bendix Anti-Lock Brake System, 4-channel. Includes 15" x 4" front brakes, dual direct reading air pressure gauges, front and rear dust shields, brake line color coded nylon, instrument panel mounted yellow knob parking brake control valve, automatic slack adjusters front and rear, two rear spring parking brake chambers mounted on front of rear axle, three drain valve(s) and two air tanks (Reference Body Builders Book for location). Rear brake size and component dependent upon axle selection.</i>	OPT
<b>Air Dryer, Bendix AD/IP w/Heater, Standard Position</b> <i>Automatic drain valve includes Bendix DV-2 w/heater. Mounted inside left frame rail, back of cab.</i>	OPT
<b>Axle, Front/Suspension, Front</b>	
<b>Front Auxiliary Springs - Rubber</b>	OPT
<b>Lube, Front Axle, EmGard 50W, Synthetic Oil</b>	OPT
<b>I-Beam Type - 13,200 lb. Cap. Non-Driving - Meritor MFS-13-122A</b> <i>Steering Wheel - Two Spoke, Black PVC, 17.5" Dia. : Includes Ross TAS-66 power steering gear. . WARNING! The selection of this Axle may cause the GVWR to exceed 33,000 lbs with 12% FET implications.</i>	OPT
<b>Taper-Leaf Springs, Parabolic - 13,200 lb. Cap</b> <i>Includes shock absorbers.</i>	OPT
<b>Axle, Rear/Suspension, Rear</b>	
<b>EmGard 75W-90 Synthetic Rear Axle Lube - 30 to 39.99 Pints</b>	OPT
<b>5.86 Axle Ratio</b>	OPT
<b>21,000 lb. Single-Speed - Meritor MS-21-14X-4DRC - Includes Driver Control Locking Differential</b> <i>System Control in Overhead Gauge / Switch Pod. Single reduction with R wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	OPT
<b>Multi-Leaf Springs - Vari-Rate Suspension 23,500 lb. Cap</b> <i>Includes 4500 lb. auxiliary rubber spring.</i>	STD
<b>Front Wheels/Tires</b>	

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*Selected Options Continued*

Prepared For: Mr. Chuck Martin  
 Prepared By: John Rossodivito  
 Dealership: Mike Davidson Ford

Description	Class
<b>Wheels, Front 22.5x8.25 Powder Coated Steel Disc, 10-Hole</b> <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with ste hubs, white.</i>	OPT
<b>Tires, Front Two 11R22.5H Michelin XZE2 (501 rev/mile)</b>	OPT
<b>Rear Wheels/Tires</b>	
<b>Wheels, Rear 22.5x8.25 Powder Coated Steel Disc, 10-Hole</b> <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with ste hubs, white.</i>	OPT
<b>Tires, Rear Four 11R22.5H Michelin XZE2 (501 rev/mile)</b>	OPT
<b>Wheelbase</b>	
<b>194" Wheelbase/120" CA/75" AF/308" OAL</b>	STD
<b>Frame</b>	
<b>Single Channel - Straight 'C' 14.18 SM, 120,000 PSI - For GVW Ratings 33,000 lbs. Maximum</b> <i>Heat treated alloy steel; 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm), 437.9" (11122mm) maximum OAL. Includes tapered ends when use with tractor air brake system.</i>	OPT
<b>Tow Hooks, Front (2) Inside Rail, Frame Mounted</b>	OPT
<b>Exhaust</b>	
<b>Under Cab, Right Side Outlet</b> <i>Single, horizontal, diesel particulate filler assembly, frame mounted outside rig rail under cab, single horizontal SCR assembly, frame mounted outside right i under cab, horizontal tail pipe right side outlet.</i>	OPT
<b>Fuel Tanks</b>	
<b>5 Gallon Urea Tank</b> <i>Mounted L/H rail under cab.</i>	OPT
<b>10 Gal. Single Tank Fuel Fill. Mandatory Charge Applied, Based On Tank Selection</b>	OPT
<b>Tank - Steel (Deep) 50 U.S. gal. (189 L.) - Single - Use w/Temp Mounted Batteries</b> <i>LH D-style steel, top draw, 16" tank depth, mounted left side under cab. Clear CA. Includes under cab mounted exhaust system.</i>	OPT
<b>Electrical/Alternator/Battery</b>	
<b>Two - 900 CCA, 1800 Total, Temporary Mount - Less Steel Battery Box and Plastic Lid</b> <i>12Volt, Motorcraft</i>	OPT
<b>Body Builder Wiring - To End of Frame</b> <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to cab.</i>	OPT
<b>Daytime Running Lights</b>	OPT
<b>185 Amp, Leece-Neville 12-Volt, Brushless, Pad Mounted, Alternator</b>	STD

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*Selected Options Continued*

Prepared For: Mr. Chuck Martin  
 Prepared By: John Rossodivito  
 Dealership: Mike Davidson Ford

Description	Class
<b>Seats</b>	
<b>Driver, Bucket Seat, 30%, Reclining, Steel Gray Vinyl w/Steel Gray Vinyl Insert</b> <i>Fixed track with fore aft adjust, high back with integral headrest and single armrest, inboard. Seats are color coordinated to cab trim level. All seats include seat belts.</i>	INC
<b>2 Passenger, 70% Bench, Folding, Steel Gray Vinyl w/Steel Gray Vinyl Insert</b> <i>Intermediate folding back, integral outboard headrest, fold down single armrest inboard, with cupholders.</i>	INC
<b>Cab Equipment</b>	
<b>Radio AM/FM Stereo w/Clock</b> <i>Includes two speakers.</i>	STD
<b>Voltmeter</b> <i>Located in overhead pod.</i>	OPT
<b>Hour Meter {Hobbs} Engine</b> <i>System Control in Overhead Gauge / Switch Pod; Transmission Oil Temperature Gauge</i>	OPT
<b>XL Trim Package</b> <i>(88H) Driver, Bucket Seat, 30%, Reclining, Steel Gray Vinyl w/Steel Gray Vinyl Insert : Fixed track with fore aft adjust, high back with integral headrest and single armrest, inboard. Seats are color coordinated to cab trim level. All seats include seat belts.; (85A) 2 Passenger, 70% Bench, Folding, Steel Gray Vinyl w/Steel Gray Vinyl Insert : Intermediate folding back, integral outboard headrest, fold down single armrest, inboard, with cupholders. . Includes molded cloth headliner, RH and LH coat hooks, sunvisors with passenger side mirror, interior back panel painted body color, door trim panels with std armrest, manual air conditioning, West Coast mirrors, bright front headlight bezel, chrome grille and chrome front bumper. Steel gray interior color.</i>	OPT
<b>Horn, Air - Black, Single Trumpet</b> <i>Air solenoid operated, chassis mounted on right rail back of bumper.</i>	OPT
<b>Mirrors, Dual Stainless Steel - Rectangular, 7 1/2" x 16 1/2"</b> <i>West Coast style, 102" wide spacing.</i>	STD
<b>Mirrors, 2 Auxiliary Convex - Stainless Steel</b> <i>8" dia., mounted below primary mirrors.</i>	OPT
<b>Miscellaneous</b>	
<b>Pre-Delivery Inspection</b> <i>This represents vehicle pre-delivery inspection performed by Ford factory PDI center.</i>	OPT
<b>CPA Fleet Incentive</b>	OPT
<b>Net Invoice Fleet Option</b>	OPT
<b>Interior Colors For : Primary</b>	
Gray	OPT
<b>Primary Colors For : Primary</b>	
Oxford White	OPT

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*Selected Options Continued*

Prepared For: Mr. Chuck Martin  
Prepared By: John Rossodivito  
Dealership: Mike Davidson Ford

Description	Class
<hr/> <b>Accessories and Aftermarket Options</b>	
<hr/> <b>100" AF ipo 75" AF 194WB 536 Frame</b> <hr/>	
Vehicle Subtotal	
Destination	
<hr/> <b>Vehicle Subtotal (including Destination)</b>	

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Prepared For:  
 Mr. Chuck Martin  
 Altec  
 Florida

Prepared By:  
 John Rossodivito  
 Mike Davidson Ford  
 9650 Atlantic Avenue  
 Jacksonville, Florida, 32225  
 Phone: 904-725-3060



## Dimensions & Capacities

### 2012 Ford F-750

Regular Cab XL (F7F)  
 Value

#### Description

#### Dimensions and Capacities

Output .....	250 hp @ 2,300 rpm
Torque .....	660 lb.-ft. @ 1,600 rpm
1st gear ratio .....	4.590
2nd gear ratio .....	2.250
3rd gear ratio .....	1.540
4th gear ratio .....	1.000
5th gear ratio .....	0.750
6th gear ratio .....	0.650
Reverse gear ratio .....	5.000
Curb weight .....	10,612 lbs.
Front curb weight .....	6,328 lbs.
Rear curb weight .....	4,286 lbs.
Front axle .....	13,200 lbs.
Rear axle capacity .....	21,000 lbs.
Front spring rating .....	13,200 lbs.
Rear spring rating .....	23,500 lbs.
Front tire/wheel capacity .....	13,220 lbs.
Rear tire/wheel capacity .....	24,020 lbs.
Front legroom .....	40.7 "
Front headroom .....	41.3 "
Front hiproom .....	67.4 "
Front shoulder room .....	68.0 "
Length .....	308.0 "
Body width .....	96.7 "
Body height .....	94.3 "
Wheelbase .....	194.0 "
Cab to axle .....	120.0 "
Axle to end of frame .....	75.0 "
Radiator area .....	717.0 "
Frame rail depth .....	10.1 "
Frame rail width .....	3.6 "
Frame rail thickness .....	0.31 "
Max RBM .....	1,780,800.0
Frame rail section .....	9.5 "
Turning radius (to curb) .....	26.8 '

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*Dimensions & Capacities Continued*

Prepared For: Mr. Chuck Martin  
Prepared By: John Rossodivito  
Dealership: Mike Davidson Ford

Description	Value
<b>Dimensions and Capacities</b>	
Turning radius (to bumper) .....	28.2'
Front frame height loaded .....	34.9"
Front frame height unloaded .....	37.9"
Rear frame height loaded .....	35.8"
Rear frame height unloaded .....	39.7"

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
14.	Code 41: Outriggers, A-frame, fixed shoe, 149 maximum spread, for use as auxiliary outriggers only, includes:	1
15.	Altec white (standard).	1
16.	Additional Unit Option	1
<p><b><u>Sales Text:</u> 2" taller pedestal</b>  <b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b></p>		
<b><u>Unit &amp; Hydraulic Acc.</u></b>		
17.	Unit Installation Components.	1
18.	Dirt Auger, 18" Dia., With 2-1/2" Hex X 104" Long	1
19.	Winch Rope For Turntable Winch	1
20.	Load Line Swivel Hook, 8-1/2 Ton (Crosby)	1
21.	DL/DM Series Derrick Subbase (Rigid)	1
22.	Subbase Storage With Drop Down Door (Paddle Latch) At Rear	1
<p><b><u>Engineering Text:</u> To be notched on curbside for tarp storage. Ref 37-18410213</b>  <b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b></p>		
23.	Standard 1" Space between Subbase and frame for hose routing and ease of maintenance.	1
24.	HVI-22 Hydraulic Oil (Standard).	65
25.	Reservoir, 60 Gallon, (Altec Standard)	1
<p><b><u>Sales Text:</u> -</b>  <b>Install under riding seat next to pedestal.</b>  <b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b></p>		
26.	Hydraulic components needed when locating reservoir more than 86" from pump.	1
27.	Hot shift PTO for automatic transmission	1
28.	Muncie PTO (Altec Standard)	1
29.	Braden PD18 Hydraulic Front Winch And Bumper Package. 20,000 LB Planetary, Single-Speed Winch With Tool Box And RH Extended Shaft	1
30.	Winch Recovery Option, Winch Operates In Neutral, First And Reverse (Automatic Transmissions Only)	1
31.	200' Of 1/2" Winch Cable	1
32.	Quick Hook (5 TON)	1
33.	Winch/Capstan Controls, Dual Location (In-Cab And Remote Mounted), Air, Single Axis Control Levers (Semi-Meterable)	1
34.	Collapsible Reel (CR Reel)	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
35.	Fold-Over Storage Bracket, For Collapsible Reel (CR Reel).	1
36.	Install Tool Circuit For Hose Reel Installation, Below Rotation	1
37.	Spring Loaded Hose Reel, 50 FT Hose Capacity	1
	<b>Sales Text: -</b> Install on CS rear of tailshelf. Pay out to rear. Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27	
38.	50' Conductive Hose Kit, Black, Includes Quick Disconnects and Dust Caps	1
39.	Piston Pump, Pressure Compensated, right hand rotation, provides 43 gpm max system flow at 3000 psi max system pressure	1
	<b><u>Body</u></b>	
40.	Altec Body	1
41.	Steel Body	1
42.	Bobtail Service Line With Step (BSLS)	1
43.	Approximate Body Length (Engineering to Determine Final Length)	1
	<b>Sales Text: .</b> Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27	
	<b>Engineering Text: BP-NA-NA-NA-NA 142"</b> Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27	
44.	94 Inch Body Width	1
	<b>Engineering Text: BP-01-N/A-N/A-REF: PREVIOUS JOB DJ# 21624249-51</b> <b>SALES DRAWING 970338576</b>	
	<b>ENGINEERING TEXT: BODY ORDER REV A</b> <b>CONTACT: KRISTINE THOMPSON 037</b> <b>SALES DRAWING: 970408070</b> <b>BODY QUOTE: 14-20184</b> <b>BODY CONFIG:970191818-1584191</b> <b>FRONT OR: 071090073</b> <b>REAR OR: 071090559</b> <b>PAINT FLOOR: PRIME</b> Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27	
45.	46 Inch Body Compartment Height	1
46.	18 Inch Body Compartment Depth	1
47.	Finish Paint Body Altec White (Applies To Steel And Aluminum)	1
	<b>Engineering Text: BP-01-NA-NA-NPN</b> Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27	
48.	Undercoat Body	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b><u>Engineering Text:</u> BP-01-NA-NA-NPN</b>		
<b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b>		
49.	Gripstrut On Curbside Compartment Tops	1
50.	Rope Lights (LED) Around Top And Sides Of Compartment Door Facings	1
<b><u>Engineering Text:</u> BP-01-NA-NA-NPN</b>		
<b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b>		
51.	Stainless Steel Rotary Paddle Latches With Keyed Locks	1
52.	Gas Shock (Gas Spring) Rigid Door Holders On All Vertical Doors	1
53.	Standard Master Body Locking System (Standard Placement Is At Rear. Sidepacks With A Throughshelf/Hotstick Door At Rear, Standard Placement Is At The Front)	1
<b><u>Engineering Text:</u> BP-01-NA-NA-NPN</b>		
<b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b>		
54.	One Chock Holder With Retaining Lip In Fender Panel On Each Side Of Body (Rear Of Wheel Or Opposite Fuel Fill)	1
55.	Hotstick Shelf Extending Full Length Of Body On Streetside	1
56.	Two Hotstick Brackets On Streetside	1
57.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1
58.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4 Inch Centers	3
59.	Locking Swivel Hooks On An Adjustable Rail - Left Wall - 2nd Vertical (SS)	1
60.	Locking Swivel Hooks On An Adjustable Rail - Rear Wall - 2nd Vertical (SS)	4
61.	Locking Swivel Hooks On An Adjustable Rail - Right Wall - 2nd Vertical (SS)	1
62.	Locking Swivel Hooks On An Adjustable Rail - Left Wall - 3rd Vertical (SS)	1
63.	Locking Swivel Hooks On An Adjustable Rail - Rear Wall - 3rd Vertical (SS)	4
64.	Locking Swivel Hooks On An Adjustable Rail - Right Wall - 3rd Vertical (SS)	1
65.	Adjustable Shelf With Slots, No Dividers Provided- 1st Horizontal (SS)	1
66.	Locking Swivel Hooks On An Adjustable Rail - Left Wall - 1st Vertical (CS)	1
67.	Locking Swivel Hooks On An Adjustable Rail - Rear Wall - 1st Vertical (CS)	4
68.	Locking Swivel Hooks On An Adjustable Rail - Right Wall - 1st Vertical (CS)	1
69.	2nd Vertical (CS) - Treadplate Access Steps With Two (2) Sloped Grab Handles	1
<b><u>Sales Text:</u> One grab handle is sloped and one is vertical.</b>		
<b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b>		
70.	Custom 3rd Vertical (CS) Compartmentation - 3rd Vertical (CS)	1

Item	Description	Qty
	<p><u>Sales Text:</u> Two (2) rows of Locking Swivel Hooks On An Adjustable Rail</p> <p>First row to be (2-2-2) Second row to be half way down (2-2-2) Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</p> <p><u>Engineering Text:</u> BP-NA-NA-IN-NA Two (2) rows of Locking Swivel Hooks On An Adjustable Rail:</p> <p>First row to be (2-2-2) Second row about half way down to be (2-2-2) Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</p>	
71.	1st Horizontal (CS) - Fixed Shelf With Removable Dividers On 8 Inch Centers	2
72.	Additional Body Option	1
	<p><u>Sales Text:</u> Four (4) recessed tie-down rings in body floor. Evenly spaced in cargo area between pedestal and front bulkhead. Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</p> <p style="text-align: center;"><u>Body and Chassis Accessories</u></p>	
73.	34" L Steel Tailshelf, Width to Match Body	1
	<p><u>Engineering Text:</u> BP-01-NA-SL-NPN Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</p>	
74.	4" Removable Wood Retaining Rail On Sides And At Rear	1
	<p><u>Engineering Text:</u> BP-01-NA-IN-NPN Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</p>	
75.	Cross Storage Located Between Top Of Subbase And Tailshelf Floor. Suggest 3" Height Anything Above This Will Also Raise Your Floor. Drop Down Doors With Keyed Latches Streetside and Curbside.	1
	<p><u>Sales Text:</u> To be 5" per engineering Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</p> <p><u>Engineering Text:</u> BP-01-NA-IN-NPN To be 5" per engineering. Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</p>	
76.	Punched Metal Open Top Bin	2
	<p><u>Sales Text:</u> - Punched Metal Boxes:</p> <p>1) 22"L x 14.19"W x 8"H #3775-095-02 Installed on tailshelf in center. 2) 80"L x 18.13"W x 14"H #3775-285-014 Installed on streetside front of body.</p> <p>Ref 37-21624249-51 Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</p> <p><u>Engineering Text:</u> BP-02-BO-SL-NPN</p>	

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b>Punched Metal Boxes:</b>		
(1) 22"L x 14.19"W x 8"H #3775-095-02 Installed on tailshelf in center.		
(1) 80"L x 18.13"W x 14"H #3775-285-014 Installed on streetside front of body.		
<b>Ref 37-21624249-51</b>		
<b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b>		
77.	Rigid Step Mounted Beneath Side Access Steps (Installed To Extend Approx. 2" Outward)	1
78.	Compartment Top Access Step from Body Floor	1
79.	Riding Seat Access Step (For Derricks)	1
80.	ICC (Underride Protection) Bumper Installed At Rear	1
81.	Dock Bumpers (Pair), Fixed Mounting (Rectangular Bumper), Installed At Rear Frame Rails So They Are The Furthest Point Back	1
82.	T-125 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1
83.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
84.	Glad Hands At Rear, Straight Type	1
85.	Lower Boom Rest Weldment	1
86.	Mounting Brackets for Lights, Located on Lower Boom Rest	1
87.	Outrigger Pad, 24" x 24" x 3", Wood With Rope Handle	4
88.	Outrigger Pad Holder, 25" L x 25" W x 5" H, Fits 24" x 24" x 4" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	4
89.	Pendulum Retainers For Outrigger Pad Holders	4
90.	Wheel Chocks, Rubber with Metal Hairpin Style Handle, 9.75" L X 7.75" W X 5.00" H (Pair)	1
<b><u>Engineering Text:</u> Wheel Chocks, pair, rubber, 10" L x 8" W x 5 3/4" H.</b>		
<b>Last Updated By: Scott M Wilkinson on 01-FEB-2013 11:27</b>		
91.	Mud Flaps With Altec Logo (Pair)	1
92.	5 LB Fire Extinguisher With Heavy Duty Bracket, Installed	1
93.	Triangular Reflector Kit, Installed	1
94.	Slope Indicator Assembly For Machine With Outriggers	1
95.	Sight Rods, Fluorescent Orange (Pair)	1
96.	Vinyl manual pouch for storage of all operator and parts manuals	1

**Electrical Accessories**

<u>Item</u>	<u>Description</u>	<u>Qty</u>
97.	Install Outrigger Interlock System	1
98.	Altec Standard Multi-Point Grounding System	7
99.	Copper U Shaped Grounding Lug (Threaded)	2
<p><b>Sales Text:</b> Install one (1) curbside front and one (1) curbside rear  <b>Last Updated By:</b> Scott M Wilkinson on 01-FEB-2013 11:27</p>		
100.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Incandescent)	1
101.	Altec Standard Amber LED Strobe Light With Brush Guard	2
<p><b>Sales Text:</b> Install one on each side of boom stow.  <b>Last Updated By:</b> Scott M Wilkinson on 01-FEB-2013 11:27</p>		
102.	Dual Tone Back-Up With Outrigger Motion Alarm	1
103.	7-Way Trailer Receptacle (Pin Type) Installed At Rear	1
104.	Relocate Trailer Receptacle Supplied With Chassis	1
105.	Electric Trailer Brake Controller (Kelsey Hayes #81741)	1
106.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1
107.	Power Distribution Module Is A Compact Self-Contained Electronic System That Provides A Standardized Interface With The Chassis Electrical System. (Includes Operator's Manual)	1
108.	Additional Electrical Accessory	1
<p><b>Sales Text:</b> Flush mounted access step light.  <b>Last Updated By:</b> Matt M Griffin on 10-APR-2013 11:16</p>		
109.	Additional Electrical Accessory	1
<p><b>Sales Text:</b> Additional stop turn tail light on rear of tailshelf.  <b>Last Updated By:</b> Matt M Griffin on 10-APR-2013 11:16</p>		
<b><u>Finishing Details</u></b>		
110.	DM47B-TR FA Installation	1
111.	Focus Factory Build	1
112.	Powder Coat Unit Altec White	1
113.	Finish Paint Body Accessories Altec White	1
114.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
115.	Apply Non-Skid Paint to all walking surfaces	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
116.	English Safety And Instructional Decals	1
117.	Vehicle Height Placard - Installed In Cab	1
118.	Dielectric test unit according to ANSI requirements.	1
119.	Stability test unit according to ANSI requirements.	1
120.	Placard, HVI-22 Hydraulic Oil	1
<b><u>Chassis</u></b>		
121.	Chassis	1
122.	Altec Supplied Chassis	1
123.	2012 Model Year	1
124.	Ford F750	1
125.	Chassis Color - White	1
126.	Chassis Cab To Axle Length - 120 inch	1
127.	Chassis Wheelbase Length - 194 inch	1
128.	GVWR 33,000 LBS	1
129.	13,200 LBs Front Axle Rating	1
130.	21,000 LBs Rear Axle Rating	1
131.	11R22.5 Front Tire	1
132.	11R22.5 Rear Tire	1
133.	Cummins ISB	1
134.	Other HP Rating	1
135.	Allison RDS-3500 Automatic Transmission	1
136.	91B - Ford Exhaust- Single Horizontal Tail Pipe Right Side Outlet Horizontal Aftertreatment Device Frame Mounted Under Cab Outside Right Rail	1
137.	Air Brakes	1
138.	No Idle Engine Shut-Down Required	1
139.	4x2 Drivetrain	1
140.	50 Gallon Fuel Tank Left Hand	1
141.	Regular Cab	1
142.	Vinyl Bucket Seat	1
143.	Vinyl Split Bench Seat	1



<u>Item</u>	<u>Description</u>	<u>Qty</u>
<b><u>Additional Pricing</u></b>		
144.	Stock Unit	1
<b><u>Miscellaneous</u></b>		
145.	Standard Altec Warranty One (1) year parts warrantyOne (1) year labor warrantyNinety (90) days warranty for travel chargesLimited Lifetime Structural Warranty	1

Altec Industries, Inc.

BY \_\_\_\_\_

Matthew M Griffin , Inside Sales Representative

<u>Item Number</u>	<u>Description</u>
<b><u>Unselected Items</u></b>	
<b><u>New Selected Items</u></b>	
<u>Item Number</u>	<u>Description</u>
970295388-	Winch Recovery Option, Winch Operates In Neutral, First And Reverse (Automatic Transmissions Only)  Created By:Scott M Wilkinson on 11-FEB-2013 10:47
970079714-	Additional Electrical Accessory 1 Flush mounted access step light. Created By:Matt M Griffin on 10-APR-2013 11:16
970079715-	Additional Electrical Accessory 2 Additional stop turn tail light on rear of tailshelf. Created By:Matt M Griffin on 10-APR-2013 11:16

**Notes:**

- 1 RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the Quote Total Price. Selected options would change the quote total.
- 2 Altec Standard Warranty:  
  
One (1) year parts warranty.  
  
One (1) year labor warranty.  
  
Ninety (90) days warranty for travel charges.  
  
Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.  
  
Bidder is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.
- 3 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 4 F.O.B. - Customer Site
- 5 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.
- 6 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect

any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

7 Terms: If chassis is ordered through ALTEC Industries, Inc. the chassis payment is due upon receipt  
8 of the chassis at ALTEC Industries, Inc. Balance is due NET 30 days after receipt of completed unit.  
9 Interest charge of 1/2% per month to be added for late payment.

Trade-in offer is contingent upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but not limited to tires, lights, brakes, glass, etc. If a trade-in is not maintained to DOT standards, additional transportation expenses will apply and could be invoiced separately.

All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with the vehicle unless otherwise agreed upon in writing by both parties. Altec Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time Altec Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order.

Titles for trade-in equipment should be given to the appropriate Altec Sales associate or forwarded to Altec Nueco at address 1730 Vanderbilt Road, Birmingham, AL 35234.

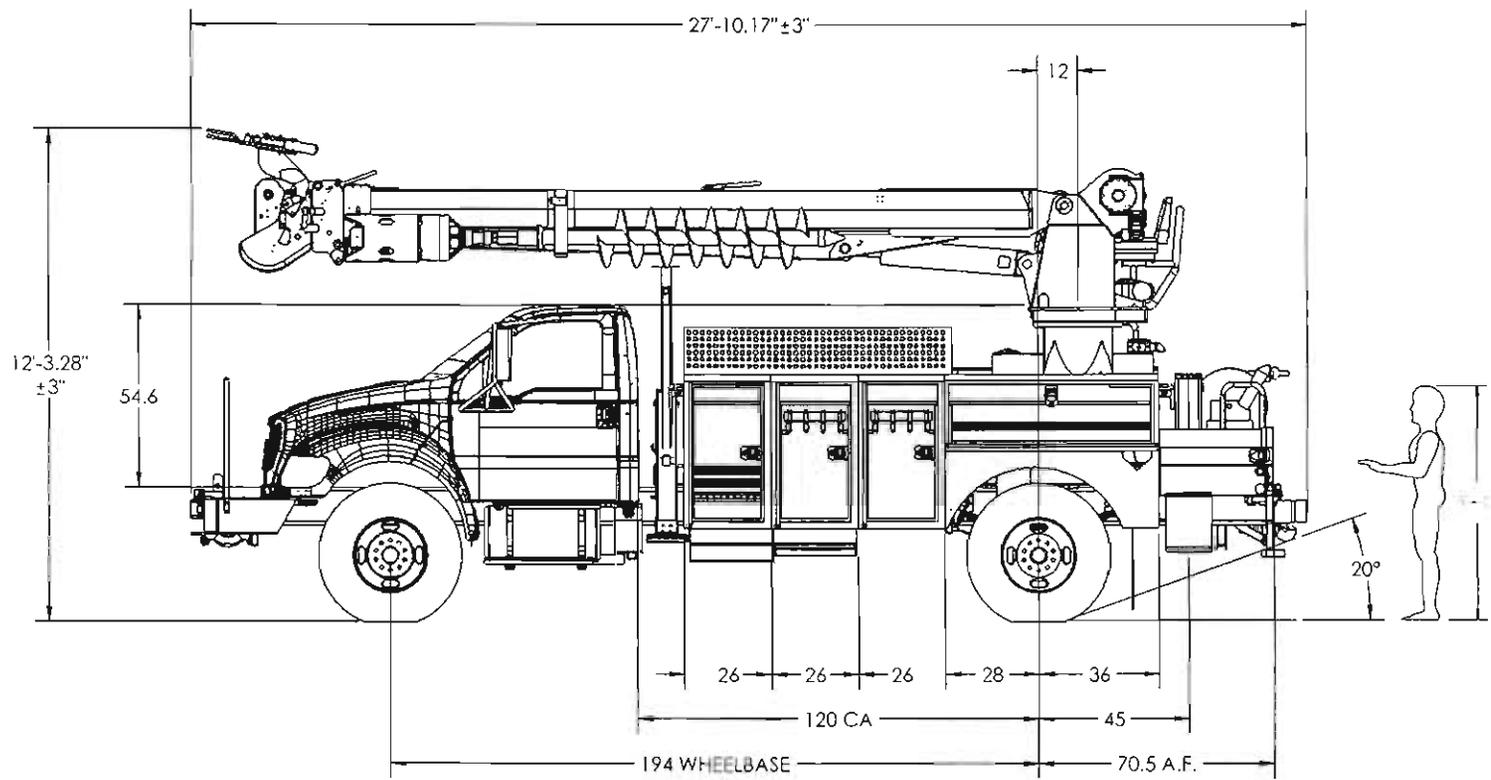
10 This quotation is valid until APR 12, 2013. After this date, please contact Altec Industries, Inc. for a  
11 possible extension.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and  
13 same day parts shipments on most parts from service locations nationwide at an additional  
competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

Please email Altec Capital at [finance@altec.com](mailto:finance@altec.com) or call 888-408-8148 for a lease quote today.

Please direct all questions to 0338 No Sales Credit at (816) 364-2244

REVISIONS			
SYM	DESCRIPTION	DATE	DRAWN
A	RELEASED	3/5/13	J. PETUSIKREW



UNIT: DM47B-TR  
 SUBBASE HEIGHT: 6"  
 BODY CROSSMEMBERS: 5"  
 FLATBED CROSSMEMBERS: N/A  
 CHASSIS MAKER: FORD  
 CHASSIS MODEL: F-750  
 CHASSIS YEAR: 2012

APPROVAL PRINT STAMP  
 APPROVED  
 APPROVED AS NOTED  
 NOT APPROVED, CHANGE AS NOTED, RESUBMIT FOR APPROVAL.  
 NOTE: ANY CHANGES MAY AFFECT PRICE  
 RETURN OF APPROVAL PRINT REQ'D BY: \_\_\_\_\_  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

SOLD TO: -  
 SHIP TO: -  
 W.O. NO.: -  
 NOTES: DO NOT SCALE THIS PRINT. REMOVE ALL BURRS & SHARP EDGES. ALL DIMENSIONS ARE IN INCHES. CAD SOFTWARE: SOLIDWORKS.

CONFIDENTIAL: THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ALTEC INDUSTRIES, INC., AND ARE NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ALTEC, IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSISTING THAT RECIPIENT WITH A TECHNICAL OR PRODUCT ISSUE. IN RECEIVING THIS DRAWING, THE RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT AGREES NOT TO REPRODUCE, COPY, OR PUBLICLY DISCLOSE THIS DRAWING AND ITS CONTENTS.

DRAWN BY: J. PETUSIKREW	DATE: 3/5/13	SHEET: 1 OF 9
CHECKED BY: -		

**Altec** Altec Industries, Inc.  
 210 Inverness Center Drive  
 Birmingham, AL 35242

THIS: SOLD TO CORP STOCK (JEA CONVERT)  
 ALTEC BODY MODEL BSLS-142-120

SCALE	SHEET	NUMBER	REV
1:36	2	970438534	A

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

10

MEETING: June 3, 2013

AGENDA ITEM #

**ITEM:** Resolution to concur with the Municipal Service Commission approval to accept the bid for the roof & gutter replacement at 1771 6<sup>th</sup> St. for the Water Department

**PRESENTER:** William Weirich, Water Department Superintendent

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** The roof at the Water Department building at 1771 6<sup>th</sup> St. is in need of replacement. Due to the age, numerous leaks, and bad shape of the shingles, bids were sent out for the replacement of the roof and gutter system in March 2013.

**STRATEGIC PLAN/GOALS:** Remove existing shingle roof and underlayments down to the plywood deck, inspect the deck for defiances and replace where rotted, replace gutters, install new drip on all eaves, add new ridge vent, install new pipe flashing over all exhaust pipes, install new underlayments with new HPR Aqua shield and new 30 year dimensional shingles to match the color of the newly constructed garage.

**ACTION REQUESTED:** Adopt the resolution from the commission and WMS management authorizing to accept the lowest qualified bid from APC (All Phase Construction) in the amount of \$17,250.00.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Bid award will be allocated to the approved fiscal 2013 Water Department capital budget for roof & gutter replacement at 1771 6<sup>th</sup> St.- Asset account #592-000-100-020-001-Capital project #1003RR

**IMPLEMENTATION PLAN:** Proceed with the awarding of the bid to APC to begin the tear down and re-construction of the roof and gutters at 1771 6<sup>th</sup> St. after the adoption of the commission resolution by council and forwarding of all necessary documents.

**COMMISSION RECOMMENDATION:** Municipal Services Commission authorized the awarding of the bid for the roof & gutter replacement at 1771 6<sup>th</sup> St. at the May 28, 2013 regular meeting.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shuyda*

**MAYOR'S RECOMMENDATION:** *OK*

**LEGAL RECOMMENDATION:** N/A

**LIST OF ATTACHMENTS**

- Signed Commission resolution
- Memo from Water Department to Acting General Manager

- Pictures of the roof at 1771 6<sup>th</sup> St.

**MODEL RESOLUTION:** Be IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Service Commission in the following resolution.

A Resolution authorizing the approval for awarding the bid for the roof and gutter replacement at 1771 6<sup>th</sup> St. to the lowest qualified bidder APC (All Phase Construction) for the price of \$17,250.00

I move the adoption of the foregoing resolution.

MOTION by  
Councilmen \_\_\_\_\_

Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Stec  
Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr.

**RESOLUTION:**

**WHEREAS**, the Wyandotte Municipal Service Commission approved awarding the bid from All Phase Construction in the amount of \$17,250.00 for roof and gutter replacement at 1771 6<sup>th</sup> St., and

**WHEREAS**, the bid award will proceed so that the construction process can be added to APC's construction schedule and

**BE IT RESOLVED**, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, with moving forward to awarding the low bid for roof and gutter replacement at 1771 6<sup>th</sup> St. to All Phase Construction.

I move the adoption of the foregoing resolution.

MOTION by Commissioner     L    

Supported by Commissioner     M    

<u>YEAS</u>	<u>COMMISSIONER</u>	<u>NAYS</u>
✓	Cole	
✓	Figurski	
✓	Sadowski	
✓	Lupo	
✓	Delisle	

ADOPTED this

**ATTEST:**

**WYANDOTTE MUNICIPAL SERVICE COMMISSION**

By: James Figurski  
President

By: [Signature]  
Secretary

**CITY OF WYANDOTTE – Department of Municipal Services**  
**REQUEST FOR COMMISSION ACTION**

MEETING DATE: 5/29/2013

RESOLUTION # 05-2013-02

**ITEM:** Approval to accept bid for roof replacement at 1771 6<sup>th</sup> St.

**PRESENTER:** William Weirich

**INDIVIDUALS CONSULTED:** Rod Lesko, Paul LaManes

**BACKGROUND:** The roof at the Water Department building at 1771 6<sup>th</sup> St. is in need of replacement. Due to the age, numerous leaks, and bad shape of the shingles, bids were sent out for the replacement of the roof and gutter system in March 2013.

**STRATEGIC PLAN/GOALS:** Remove existing shingle roof and underlayments down to the plywood deck, inspect the deck for defiances and replace where rotted, replace gutters, install new drip on all eaves, add new ridge vent, install new pipe flashing over all exhaust pipes, install new underlayments with new HPR Aqua shield and new 30 year dimensional shingles to match the color of the newly constructed garage.

**ACTION REQUESTED:** Permission to accept the bid from APC (All Phase Construction) in the amount of \$17,250.00 as recommended by WMS Management.

**BUDGET IMPLICATIONS:** This project was approved in the 2013 Water Department's capital budget for 2013 in the amount of \$25,000.00.

**IMPLEMENTATION PLAN:** Award APC the bid after approval from the Commission.

**GENERAL MANAGER REVIEW:** Concur with recommendation.

**CITY ADMINISTRATOR REVIEW:** – Reviewed with recommendations considered and addressed.

**LEGAL COUNSEL REVIEW:** N/A

**LIST OF ATTACHMENTS:** Summary of Bid and recommendation letter to General Manager.

Municipal Service Commission  
Gerald P. Cole  
Frederick C. DeLisle  
James S. Figurski  
Leslie G. Lupo  
Michael Sadowski



Electric, Steam, Water  
Cable Television and High Speed Internet  
Service since 1889

Roderick J. Lesko  
Acting General Manager and Secretary  
3200 Biddle Avenue, P.O. Box 658  
Wyandotte, MI. 48192-0658  
Telephone: (734) 324-7100  
Fax: (734) 324-7119

Mr. Rod Lesko  
Acting General Manager  
Wyandotte Municipal Services

May 21, 2013

Dear Mr. Lesko,

The roof at the Water Department building at 1771 6<sup>th</sup> St. is in need of replacement. Due to the age, numerous leaks, and the condition of the shingles, bids were sent out for the replacement of the roof and gutter system in March 2013.

Bid file #4616 roof and gutter replacement at 1771 6<sup>th</sup> and roof replacement of three buildings at 2555 Van Alstyne were advertised for two weeks. The bids were received and opened on April 15, 2013 and we received five bids, three companies bid both projects, while two only bid the roof replacement at 1771 6<sup>th</sup> St. The bids received for 2555 Van Alstyne are for the purpose of getting a 2014 budget number and that project will not start until the new budget year in October 2013.

The scope of the work at 1771 6<sup>th</sup> St. is the following:

Remove existing shingle roof and underlayments down to the plywood deck, inspect the deck for defiance's and replace where rotted.

Replace gutters, install new drip on all eaves, add new ridge vent.

Install new pipe flashing over all exhaust pipes; install new underlayment with HPR Aqua shield per City building codes.

New 30 year dimensional Owens Oakridge shingles, Color: Driftwood

The following is a listing of the bidders and submitted bids:

Laduke-----\$32,792.00  
Sчена-----\$32,330.00  
Molnar-----\$31,870.00  
Chas -----\$23,700.00  
APC-----\$17,250.00

The lowest "qualified bid", was from APC with bid at \$17,250.00. They attended the pre-bid, they supplied a bid bond or a performance/labor bond for the proposed work, and a certificate of insurance was submitted. Obviously, the cost difference between the highest bidder and APC is substantial at \$15,542.00.

My recommendation is to utilize All Phase Construction as they have a clear understanding of the project, were able to follow the criteria established within the bid documents and are the low bidders for the project.

This project was approved and planned for the 2013 budget year with a capital project amount of \$25,000.00 budgeted.

Should you need any additional information from me, please don't hesitate to contact me.

Sincerely,

William Weirich  
Water Department Superintendent



(734) 654-2600  
(734) 654-3680 FAX

INC.

11111 TELEGRAPH  
CARLETON, MI 48117

# PROPOSAL

DATE	NUMBER
4/12/2013	13-342

Name
City of Wyandotte-Clerk 3200 Biddle Avenue Suite 100 Wyandotte, MI 48192

Project/Job
Shingle Roofing Only-File #4616 1771 6th Wyandotte, MI

Description	Total
<ul style="list-style-type: none"> <li>* Tear off existing 1 layer of roof down to bare wood.</li> <li>* Replace any decayed roof board up to 50 linear feet. (If wood is necessary over 50 feet, an additional rate of \$2.80 per lineal foot will be added to the bill. If plywood is needed, an additional rate of \$40.00 per sheet will be added to the bill).</li> <li>* Apply ice and water shield in valleys (close-cut style).</li> <li>* Apply ice and water shield to eaves.</li> <li>* Apply 15# felt to remaining area of roof.</li> <li>* Apply drip edge to eaves and rake edges. (Owner to choose color)</li> <li>* Install 150 feet of ridge vent.</li> <li>* Install 3 new aluminum pipe flanges.</li> <li>* Apply Owens Corning Oakridge shingles. Color: Driftwood</li> <li>* All materials to be applied with nails.</li> <li>* Obtain permit (Permit cost to be forwarded to Owner)</li> <li>* Supply 10-year labor warranty.</li> </ul>	15,960.00
ESTIMATE IS VALID FOR 30 DAYS	<b>TOTAL</b>

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado & other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. PROPOSAL IS GOOD FOR 30 DAYS.

Due to the current economic climate & increasing number of liens and/or claims being placed on jobs, there will be a \$500 fee billed to any customers' account for each job that requires any legal action to recover all costs in the filing & discharge processes.

IT IS THE OWNERS RESPONSIBILITY TO CALL MISS DIG & PROVIDE APC WITH THE MISS DIG TICKET NUMBER. THE ABOVE PRICES, SPECIFICATIONS & CONDITIONS ARE SATISFACTORY & ARE HEREBY ACCEPTED.

SIGNATURE & DATE

\_\_\_\_\_



(734) 654-2600  
(734) 654-3600 FAX

INC.

11111 TELEGRAPH  
CARLETON, MI 48117

# PROPOSAL

DATE	NUMBER
4/12/2013	13-342

Name
City of Wyandotte-Clerk 3200 Biddle Avenue Suite 100 Wyandotte, MI 48192

Project/Job
Shingle Roofing Only-File #4616 1771 6th Wyandotte, MI

Description	Total
* Remove all debris from site. *Provide and install new metal counter flashing on chimney.  DISCLAIMER: Due to vibrations during loading/installation of roofing materials, ALL wall hangings, knick knacks, or collectibles should be removed. It is the occupants responsibility to properly secure or remove these valuables from walls during construction. APC will not be responsible for improperly secured valuables while we are working on the premises.  Supply and install new 6" seamless gutters and downspouts Color TBD	1,290.00
ESTIMATE IS VALID FOR 30 DAYS	<b>TOTAL</b> \$17,250.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado & other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. PROPOSAL IS GOOD FOR 30 DAYS.

Due to the current economic climate & increasing number of liens and/or claims being placed on jobs, there will be a \$500 fee billed to any customers' account for each job that requires any legal action to recover all costs in the filing & discharge processes.

IT IS THE OWNERS RESPONSIBILITY TO CALL MISS DIG & PROVIDE APC WITH THE MISS DIG TICKET NUMBER. THE ABOVE PRICES, SPECIFICATIONS & CONDITIONS ARE SATISFACTORY & ARE HEREBY ACCEPTED.

SIGNATURE & DATE

\_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
All Phaze Construction, Inc. (Here insert full name and address or legal title of Contractor)  
11111 Telegraph Rd., Carleton, Michigan 48117  
as Principal, hereinafter called the Principal, and  
International Fidelity Insurance Company (Here insert full name and address or legal title of Surety)  
One Newark Center, 20th Floor, Newark, New Jersey 07102  
a corporation duly organized under the laws of the State of New Jersey  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
City of Wyandotte Municipal Services (Here insert full name and address or legal title of Owner)  
3200 Biddle Ave., Wyandotte, Michigan 48192  
as Obligee, hereinafter called the Obligee, in the sum of

Five Percent (5%) of Amount of Bid Dollars ( 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS the Principal has submitted a bid for

Roof On Water Dept. Bldg. (Shingle)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding  
or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty  
hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract  
with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain  
in full force and effect.

Signed and sealed this 15th day of April, 2013

\_\_\_\_\_  
(Witness)

All Phaze Construction, Inc. (Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

International Fidelity Insurance Company (Surety) (Seal)  
Jennifer A. Garbida (Title) Attorney-in-Fact



# CERTIFICATE OF INSURANCE

Form Code  
**CERT**

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN  
 FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN  
Lansing, Michigan 48909

AMENDED

Name and Address of Certificate Holder:

CITY OF WYANDOTTE  
MUNICIPAL SERVICES  
3200 BIDDLE AVE  
WYANDOTTE MI 48192

Named Insured and Address:

ALL PHAZE CONSTRUCTION LLC  
11111 TELEGRAPH ROAD  
CARLETON MI 48117

Issue Date: 04/17/2013

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at the Certificate Holder's last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of insurance for subsequent policy periods must be requested by the Certificate Holder.

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Business Auto Liability • Specifically Described Autos (Symbol 7) <input checked="" type="checkbox"/> Hired Auto (Symbol 8) <input checked="" type="checkbox"/> Non-Owned Auto (Symbol 9)	BAP 2871064	Eff. 10/22/2012 Exp. 10/22/2013	Combined Single Limit Each Accident \$ 1,000,000
Worker's Disability Compensation	WCC 2871066	Eff. 10/22/2012 Exp. 10/22/2013	Coverage A - Statutory Coverage B - Bodily Injury by Accident \$ 1,000,000 Each Accident (Employer's Liab.) Bodily Injury by Disease \$ 1,000,000 Each Employee Bodily Injury by Disease \$ 1,000,000 Policy Limit
Comprehensive General Liability or Commercial Package <input type="checkbox"/> Including <input type="checkbox"/> Excluding Products-Completed Operations <input type="checkbox"/> Hired Auto <input type="checkbox"/> Non-Owned Auto <input type="checkbox"/> CERTIFICATE HOLDER is an Additional Insured on the Comprehensive General Liability Policy. <input type="checkbox"/> Excluding:	CPP 2871065	Eff. 10/22/2012 Exp. 10/22/2013	Each Occurrence \$ 1,000,000 Products Aggregate \$ 2,000,000 General Aggregate \$ 2,000,000 Medical Payments Limit \$ 10,000
Owners and Contractors Protective Liability		Eff. Exp.	Each Occurrence \$ General Aggregate \$
Products - Completed Operations Liability	CPP 2871065	Eff. 10/22/2012 Exp. 10/22/2013	Each Occurrence \$ 1,000,000 Products Aggregate \$ 2,000,000
Umbrella Liability	U 2871067	Eff. 10/22/2012 Exp. 10/22/2013	Limit \$ 5,000,000
Farmowners Liability Including Products Business Pursuits <input type="checkbox"/> Excluded <input type="checkbox"/> Included		Eff. Exp.	Limit \$ Type: Describe:
Other		Eff. Exp.	

We will endeavor to mail written notice of cancellation at least ten (10) days before the date of cancellation if we cancel for non-payment of premiums, thirty (30) days before the cancellation date if we cancel for any other reason.

Authorized Signature

4578  
Agent Number

(734) 384-3773  
Agent Phone Number

IS (07-12)

PROVIDE - CERTIFICATE HOLDER AND NAMED INSURED A COPY

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint:

**KATHLEEN M. IRELAN, JENNIFER A. GAREFFA, WENDY L. HINGSON, IAN J. DONALD,  
ROBERT TROBEC, ALAN P. CHANDLER, JEFFREY A. CHANDLER**

Troy, MI.

their true and lawful attorney(s) in fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2010:

"RESOLVED" that (1) the President, Vice President, or Secretary of the Corporation shall have the power to appoint and to revoke the appointments of Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's Seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether hereinafter or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, I have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

*Robert W. Minster*

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 12th day of March, 2012, before me came the individual who executed the preceding instrument, to me personally known and being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand, affixed my Official Seal, at the City of Newark, New Jersey, the day and year first above written.



*Cathy Vazquez*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 15th day of April, 2012

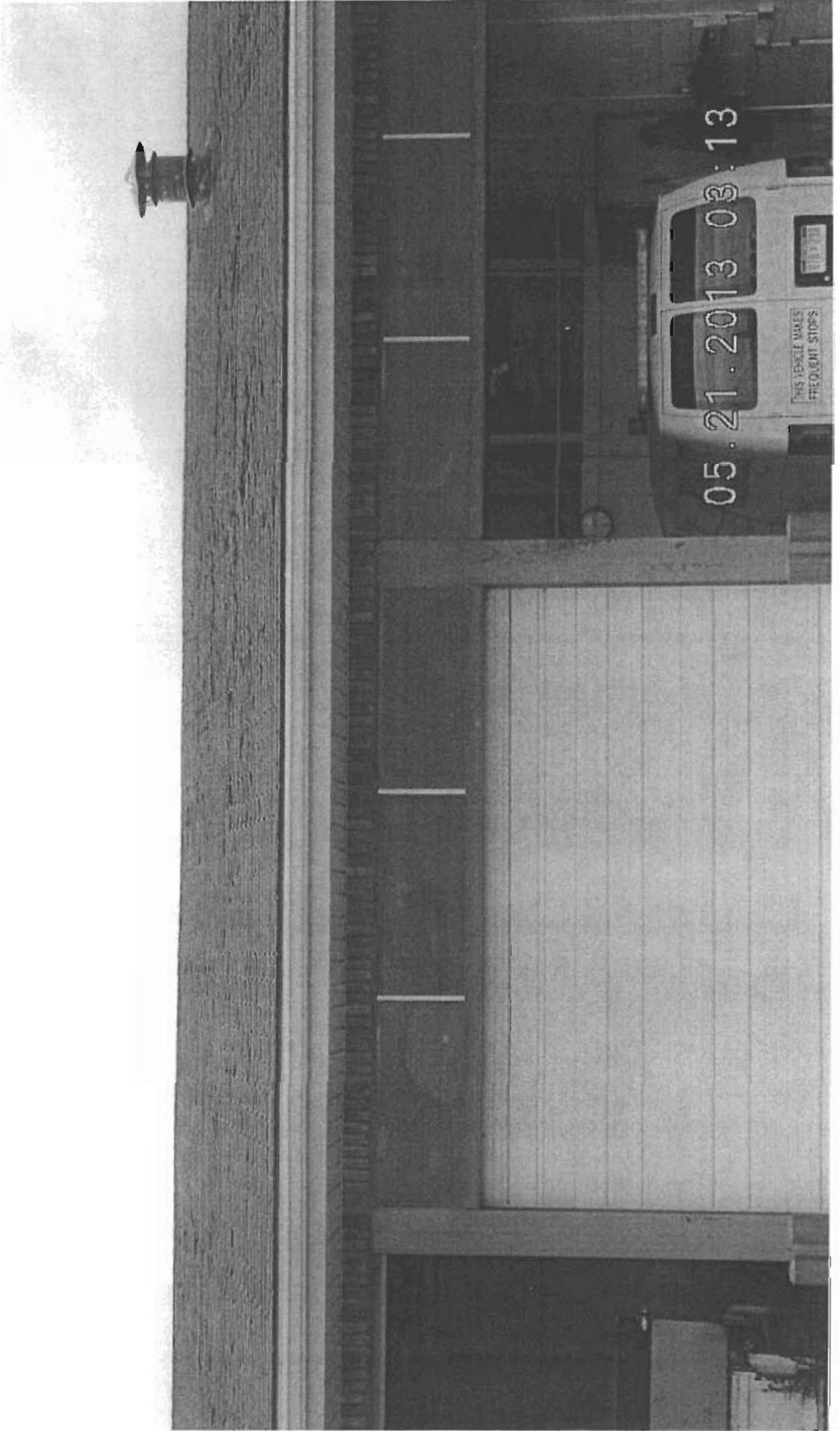
*Maria H. ...*

MARIA H. ...

**Bid #4616 Advertisement**  
**MITN Advertisement**

Wyandotte Municipal Services is soliciting bids for Roof Replacements at the Water complex located at 2554 VanAlstyne and 1771 6<sup>th</sup> Street. The project consists of removing the existing roof and insulation system and replacing it with an asphalt-based, HPR Modified system and insulation as well as a shingle roof replacement at 1771 6<sup>th</sup> street.

There is a mandatory pre-bid conference on site located at the above addresses on March 26<sup>th</sup> at 1:00 pm with bids due on April 10 at 10:00 am at the City Clerk's office. Bidders interested in submitting pricing on this project are required to have a representative present to gain familiarity with the project and site conditions. Contractors will meet at the Water Plant Site at 2554 VanAlstyne at the Pre-Bid on March 26<sup>th</sup> to be followed by an inspection of the 6<sup>th</sup> street location. Bid documents can be obtained from the Wyandotte Municipal Services located at 3200 Biddle Ave, 2<sup>nd</sup> floor.



05.21.2013 03:13

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FREQUENT STOPS



05.21.2013:03:12

