

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

9

MEETING DATE: October 28, 2013

AGENDA ITEM # _____

ITEM: Collective Bargaining Agreement – Police Command Officers (COAM)

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City's collective bargaining agreement with the Wyandotte Police Command Officers Association-Command Officers Association of Michigan (COAM) expired on September 30, 2012. Attached for your review and approval are tentative agreements between the City of Wyandotte and the COAM relating to the collective bargaining agreement for the period from October 1, 2012 through December 31, 2015. In addition to changes in various operational work rules, these tentative agreements provide for the following:

1. No wage increase.
2. Elimination of longevity pay.
3. Reduction of 1.58% in holiday pay.
4. Change in definition of overtime included in final average compensation for pension purposes.
5. Change in promotional process
6. A revision in the cost-sharing formula for active employee health insurance coverage.
7. An increase in prescription copayment for new retirees of the bargaining unit.
8. Increase in the payment-in-lieu of health care coverage.

STRATEGIC PLAN/GOALS: To be financially responsible

ACTION REQUESTED: The undersigned recommends approval of these tentative agreements. The Mayor and City Clerk should be instructed to execute this agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Savings of approximately 6.5% of total compensation will be realized. Savings were already incorporated into the 2013 FY Budget and 5-year Financial Forecast for the General Fund.

IMPLEMENTATION PLAN: The City Administrator will prepare a new collective bargaining agreement for the aforementioned period.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Collective bargaining agreement will be reviewed by the City's Labor Attorney prior to signature. Labor attorney has reviewed the tentative agreements.

MAYOR'S RECOMMENDATION:

JRP July 10

LIST OF ATTACHMENTS: Tentative Agreements

MODEL RESOLUTION:

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the tentative agreements between the City of Wyandotte and the Wyandotte Police Command Officers Association-Command Officers Association of Michigan (COAM) and

Further instructs the City Administrator to prepare the collective bargaining agreement for period of October 1, 2012 through December 31, 2015, and

Further authorizes the Mayor and City Clerk to execute said agreement.

Tentative Agreements

The City of Wyandotte ("City"), the Command Officers Association of Michigan and the Wyandotte Command Officers Association (collectively, "the Union"), agree as follows:

1. The parties' collective bargaining agreement will be effective from October 1, 2012 to December 31, 2015. Except as modified by this Memorandum, the terms of the parties' October 1, 2009 to September 30, 2012 collective bargaining agreement will be continued in the October 1, 2012 – December 31, 2015 collective bargaining agreement. New language is indicated by underlining; deleted language is indicated by asterisks.

2. Management Rights (Article I, Section 2): Shall be amended as follows:

The management of the Police Department and the direction of the working forces and the right to hire, promote, assign, suspend, transfer, discipline and discharge for cause, reinstate, the right to relieve employees from duty because of lack of work or other proper reasons, the right to schedule hours or require overtime work, and the right to establish rules pertaining to operations of the department, are vested exclusively in the Chief of Police, Police and Fire Commission, and the Mayor and City Council of the City of Wyandotte, in accordance with the provisions of the laws of the State of Michigan, except as modified or abridged by this contract.

3. Promotions (Article VII, Section 3): Amend as follows:

Separate examinations will be prepared for the detective and uniform divisions. A copy of study material will be made available to all candidates as part of the Department Library. Officers may be allowed to review this material at any time. A list of the study material will be provided to each eligible candidate a minimum of six (6) months prior to the test taking place.

- a) Promotional tests will be administered by EMPCO or another mutually agreed upon testing agency and will be conducted by the City Administrator who will maintain testing files and certify the resulting eligibility list to the City, the Department of Police, and the City Police & Fire Commission.
- b) Eligibility: *** The City, at its option, or unless waived by the City, may require a four (4) year college degree in criminal justice or a related field from an institution of learning confirmed by the City as accredited for the position of Lieutenant. Persons holding the permanent rank of Sergeant or above as of January 1, 2002, are exempt from the degree requirements.
- c) The date for certification of promotion lists shall be November 1st of each odd year; provided, promotion lists may be extended upon approval of the COAM and Police Administration.
- d) All promotions for members of the bargaining unit shall be on a competitive basis with the following factors:

- 1) **Written Examination:** Written test will provide fifty (50) points. Highest score above 70% will receive the full fifty (50) points. Lesser scores above 70% will receive points based on mathematic relation to the top score. Persons not scoring at least 70% on the written examination are not eligible for promotion, will not proceed to the oral portion of the test, and will not receive any points for the written examination, oral examination or seniority.
- 2) **Oral Board:** Persons receiving at least 70% on the written examination will be eligible to participate in the Oral Board. The Oral Board will provide **twenty (20)** points for ranking first, ***** (15)** points for ranking second, **fifteen (10)** points for ranking third, **five (5)** points for ranking fourth, and no points for any ranking thereafter. The Oral Board will be constituted using an outside independent interview panel, consisting of **three (3)** certified police officers of the rank for the position sought or higher, plus the Wyandotte Department Chief. Each member of the interview panel will have (5) points for a total of **twenty (20)** points. Members of the interview panel, other than the Chief are prohibited from having any relationship to the City of Wyandotte including but not limited to relatives employed by the City, relatives elected or appointed City government, relatives appointed as Commissioners in any capacity.
- 3) **Seniority:** Persons who have scored at least 70% on the written examination shall receive rank seniority points as follows:

<u>Years in rank</u>	<u>Points</u>
0-2	2
3-4	4
5-6	6
7-9	8
10+	10

- 4) **Evaluation:** Departmental evaluations for the prior year will be used. A maximum of twenty (20) points will be awarded.

4. **Pay Advances (Article IX, Section 2):** Amend to not allow pay advances:

* * * Pay advances shall not be allowed.

5. **Overtime Calculation (Article X, Section 1(g)):** Amend Section to provide that overtime will be calculated at 1.5 times the employees' current base wage:

Overtime will be calculated by dividing the base rate * * * by 2080.

6. **Shift Selection (Article X, Section 5):** Amend language as follows:

The City shall post shift **** sign up sheets no later than sixty (60) days prior to the beginning of the new shift period.

7. Longevity (XVI): Eliminate longevity bonus and all of Article XVI, effective October 1, 2013.
8. Holiday Pay (XVII, Section 2): Holiday Pay shall be 5.30% effective October 1, 2013. .
9. Prescription Reimbursement (Article XX, Section 1C): Eliminate reimbursement and entire Section 1C, effective July 1, 2013.
10. Medical Insurance for Retirees (Article XX, Section 3): Amend Section: Prescription coverage increased (for last two options) to \$15/30 for employees who retire after September 30, 2012.

11. Article XX shall be amended by adding the following as Section __:

If the City Council approves the 80%-20% option under P.A. 154 of 2011, the employee' contribution shall be made by pre-tax deduction from each paycheck.

12. Article IX, Section 1, shall be amended to state Employees will be paid by direct deposit not later than sixty (60) hours after completion of the pay period, except for equipment breakdown and emergencies, as determined by the Finance Director. The Finance Director will notify the Treasurer of any such breakdown or emergency.

13. Financial manager language: Amend Article I by adding the following as Section 7:

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 436 of 2012 or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manger; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act ("the Act")); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

14. Article XXVI, Pension, shall be amended by adding the following Section 11:

In years where the City Council, in its sole discretion, authorizes a "13th check" as a supplemental retirement benefit, that supplemental benefit shall be calculated as follows:

<u>0-5 complete years retired:</u>	<u>None</u>
<u>> 5-10 complete years retired:</u>	<u>50% of calculated benefit</u>
<u>> 10-15 complete years retired:</u>	<u>100% of calculated benefit</u>
<u>> 15-20 complete years retired:</u>	<u>150% of calculated benefit</u>
<u>> 20 complete years retired:</u>	<u>200% of calculated benefit</u>

15. Article XX, Section 2 (C & D), shall be amended as follows [the remainder of C & D shall remain unchanged]:

C. If an employee is covered by his/her spouse's health insurance and not covered under the City's health, dental or vision insurance contract, then the employee shall receive a post-paid allowance in the amount of \$125.00, (~~\$400.00~~, effective July 1, 2013), for each month that said employee is not covered under any of City health, dental or vision insurance contract. Payment of this allowance shall be made quarterly in April, July, October, and January of each year. Should the employees' coverage under his/her spouse be terminated, the employee, upon notification to the City, will be immediately placed upon the City health care coverage and the \$400.00 paid allowance be discontinued.

D. * * *

If an employee who is not participating in the City's health care plan and is receiving \$125 (or ~~\$400~~)/month, and does not receive dental and vision coverage from another source, that employee may receive dental and vision coverage through the City * * * at his sole cost. That employee cannot coordinate or duplicate vision or dental benefits being received from any healthcare provider. * * * This employee must submit an affidavit stating that vision and dental benefits are not being received from another source before vision and dental benefits are provided by the City.

16. Member's Rights, Article XXV: Amend Article by removing the reference to the trial board in Section 14 and amending the time limits for the use of prior disciplinary action in Section 15:

17. Members accused of violating department rules, regulations, policies or procedures shall have the presumption of innocence until such time as the accused pleads guilty or is found guilty by * * * by an arbitrator (if so appealed).

18. Time limits for the use of prior disciplinary action in supporting new discipline, in the grievance procedure, including arbitration, shall be as follows:

- A) Verbal Reprimand: 24 months from date of offense
- B) Written Reprimand: 36 months from date of offense

C) Suspension: Indefinitely

All discipline shall remain in the employee's personnel file.

19. Health insurance – *Effective October 1, 2013, or as soon thereafter as possible*, the following shall replace all of current Article XX before Section 1C:

* * *

From the period of October 1, 2012 through *June 30, 2013*, the terms of health insurance outlined in the previous collective bargaining agreement shall apply.

All employees will have the choice of the following group health insurance (which includes hospitalization, dental, vision, and prescription drug coverage) for each eligible employee, spouse, and dependents under the age of twenty-six (26) years of age. If the Federal Health Care laws regarding mandatory dependent coverage are subsequently changed, the coverage age will be revised to twenty-three (23) years of age.

Blue Cross/Blue Shield Community Blue PPO 3

- A. Hospitalization: Blue Cross Blue Shield Community Blue Plan 3: (Community Blue Basic, ASFP, BMT, CB-PCB, CRNA, CNM, CNP, DXTMG, EBMT, ECIP, ESRD, FC DC, GCO, GLE-1, HMN, ICMP, K260, PTFS-COMPS, PTS-PSG, SUBRO2, SOTPE, RAPS)
- B. Prescription: Blue Cross Blue Shield Drug Rider: PD-CR \$15.00 GENERIC/\$30.00 BRAND, MOPD \$15.00 GENERIC/\$30.00 BRAND, PREFERRED RX, PD-BC2X, RXDAA
- C. Dental: Blue Cross Blue Shield Group Dental Care: Class I – 100%; Class II – 80%, Class III – 50% with a \$50 per person/\$100 per family deductible; \$1,000.00 per year for Classes I, II, III; Class IV – Orthodontics Services 50% lifetime limitation \$1,000.00 up to age 19. (K1000, CDC-FC, DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000, FC DC, GCO)
- D. Vision: Blue Cross Blue Shield Vision Plan: VCA-80, FLVS(A), FC DC, GCOC.

Blue Care Network HMO

- A. Hospitalization: Blue Care Network Plan #129760. (HMO)

- B. Prescription: Prescription Drug \$15.00 Generic/\$30.00 Brand, MOPD \$15.00 Generic/\$30.00 Brand.

- C. Dental: Blue Cross Blue Shield Group Dental Care: Class I – 100%; Class II – 80%, Class III – 50% with a \$50 per person/\$100 per family deductible; \$1,000.00 per year for Classes I, II, III; Class IV – Orthodontics Services 50% lifetime limitation \$1,000.00 up to age 19. (K1000, CDC-FC, DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000, FC DC, GCO)

- D. Vision: Blue Cross Blue Shield Vision Plan: VCA-80, FLVS(A), FC DC, GCOC.

The City will be responsible for the remaining premium cost of this coverage, after the required contribution is made by the employee in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act), as long as the cost of either Community Blue 3 or Blue Care Network is within the following ranges of the lower priced of these two (2) coverages: 27.00% for single contract, 21.70% for two person contract, and 10.00% for a family contract. Any costs in excess of the aforementioned ranges will be paid entirely by the employee.

All employees may voluntarily elect the following coverage (Community Blue Plan 1 PPO) with the difference in cost from the Community Blue Plan 3 PPO (described above) being borne by the employee through payroll deduction.

Blue Cross/Blue Shield Community Blue PPO 1 – Voluntary Coverage

- A. Hospitalization: Blue Cross Blue Shield Community Blue Plan 1: (Community Blue Basic, ASFP, BMT, CB-PCB, CRNA, CNM, CNP, DXTMG, EBMT, ECIP, ESRD, FC DC, GCO, GLE-1, HMN, ICMP, K260, PTFS-COMPS, PTS-PSG, SUBRO2, SOTPE, RAPS)

- B. Prescription: Blue Cross Blue Shield Drug Rider: PD-CR \$15.00
GENERIC/\$30.00 BRAND, MOPD \$15.00
GENERIC/\$30.00 BRAND, PREFERRED RX,
PD-BC2X, RXDAA
- C. Dental: Blue Cross Blue Shield Group Dental Care: Class I
– 100%; Class II – 80%, Class III – 50% with a \$50
per person/\$100 per family deductible; \$1,000.00
per year for Classes I, II, III; Class IV –
Orthodontics Services 50% lifetime limitation
\$1,000.00 up to age 19. (K1000, CDC-FC,
DXTMG, RDC-DENTAL, SUBRO2, OS-50-1000,
FC DC, GCO)
- D. Vision: Blue Cross Blue Shield Vision Plan: VCA-80,
FLVS(A), FC DC, GCOC.

20. Wages: Base wages shall be frozen for the duration of the contract.

21. Pension: Final average compensation will be calculated as the best thirty-six (36) consecutive months out of the last ten (10) consecutive years.

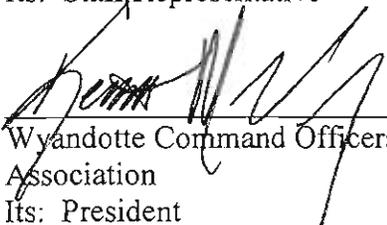
22. The terms of this Memorandum will be effective on the date the October 1, 2012-December 31, 2015 collective bargaining agreement is signed by both the City and the Union, unless a different date is indicated.

23. Pension: Final average compensation shall not include overtime funded through or by the School Board and Church Festival Events. No employee or employer contribution will be made to the pension system for the non-credited service for the eliminated overtime events.

24. If the parties proceed to Act 312 arbitration, this Memorandum shall be admitted into evidence as a Joint Exhibit.


10-21-13
Command Officers Association
Its: Staff Representative


City of Wyandotte
Its: City Administrator


10/23/13
Wyandotte Command Officers
Association
Its: President

OCTOBER
Date: September 21, 2013

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: October 28, 2013

AGENDA ITEM #

10

ITEM: Sale of 1749 2nd Street – Neighborhood Stabilization Program 3 (NSP3)

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 10-23-13

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City purchased the home at 1749 2nd Street for non-payment of the taxes through Wayne County Tax Foreclosure. The Engineering Department applied for and received NSP3 Funding in the amount of \$179,823.25 from Wayne County to rehabilitate the property. In our application, the City indicated that we would utilize Downriver Real Estate Group to list the property and Light House of Oakland County to perform housing counseling services. Both of these companies were procured by the City for the NSP2 Program. Downriver Real Estate Group has agreed to complete this work under the same terms and conditions as their NSP2 Contract. Light House of Oakland County has agreed to provide the required eight (8) hours of housing counseling at no cost to the City and under the terms of the attached Memorandum of Understanding (MOU).

The home is now close to completion and the undersigned is recommending the home be placed for sale at a listing price of \$119,900.00. This home must be sold to a person or family at or below 50% of Area Median Income who is also a Veteran.

In addition, attached is an updated budget for the project. The project will utilize Program Income from the sale of the home. Therefore, a budget amendment is included for your consideration.

STRATEGIC PLAN/GOALS: By fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas. Ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods. Also by promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Adopt a resolution approving the listing of the home at 1749 2nd Street with Downriver Real Estate Group for the amount of \$119,900, approve execution of the MOU with Light House of Oakland County and approve the budget amendment.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: NSP 3-Program Income Expense 101-440-925-771 and NSP3-Program Income Revenue 101-000-510-071

IMPLEMENTATION PLAN: List the home with Downriver Real Estate Group with open house to be on November 10, 2013, from 11:00 a.m. to 1:00 p.m.. Contact Veteran Groups to inform them of availability of house.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Snyderdale*

LEGAL COUNSEL'S RECOMMENDATION: Forms approved by Legal Department

MAYOR'S RECOMMENDATION: 18P 1/1 30

LIST OF ATTACHMENTS: Exclusive Right-To-Sell contract with Broker, Memorandum of Understanding and updated budget.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 28, 2013

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the City Engineer to list for sale the NSP3 property at 1749 2nd Street for sale with Downriver Real Estate Group for the amount of \$119,900 to be sold to a veteran that earns less than 50% of AMI and the City shall offer no more than \$86,000 in home buyers assistance; AND

BE IT RESOLVED that Council approves the budget amendment to add \$32,225.24 to NSP 3-Program Income Expense 101-440-925-771 and NSP3-Program Income Revenue 101-000-510-510-071

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Memorandum of Understanding between the City and Lighthouse of Oakland County.

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	_____



EXCLUSIVE RIGHT-TO-SELL CONTRACT WITH BROKER
 SUPPLIED BY THE MULTIPLE LISTING SERVICE
 DOWN RIVER ASSOCIATION OF REALTORS®



To DOWNRIVER REAL ESTATE GROUP JERALD MILLER

1. In consideration of your effort to sell, lease, or exchange real property Residential, Condominium, Co-operativo (Non-Fee Simple),
 Vacant Land, Multi-Family, Commercial/Industrial, Other _____ in the
 Village Twp City of WYANDOTTE WAYNE County, Michigan, known as
1749 2ND 48192 N 4' LOT35, LOT36 & LOT37
(no. and Street) (zip Code) (Legal Description)

EXC N 10' FORDNEYS SUB L21P26WCR 57007080036300
 and on the terms and conditions detailed herein, the undersigned, being all of the owners thereof, grant unto you the exclusive right to sell, lease or
 exchange said property for a listing period commencing on October 14th 2013 and expiring at 11:59 p.m. on
April 11th 2014 for a sale price of \$ 119,900.00 or a lease price of \$ N/A per _____

to be paid in cash, or upon terms as specified in the Listing Data Section of this Contract, or upon any other terms and conditions as the undersigned may hereafter accept.

2. We agree to execute and deliver to the purchaser a conveyance of marketable title to the property as required by an accepted offer, free of all encumbrances and liens, except OF RECORD and deliver possession not later than 0 days from date of closing the sale, lease, or exchange, subject to the rights of tenants. We will provide Title Insurance Policy as evidence of title. We further represent that we are in peaceful possession of the property, and that our interest is evidenced by (WARRANTY DEED) (LAND CONTRACT) (_____) (other).
 3. We will pay to you at consummation of sale or execution of lease or exchange a commission of 6.000 % of the sale/lease or exchange price or a fee of \$ N/A. However, 1) If by sale and the sale is not consummated due to undersigned's failure, inability, or refusal to perform the conditions of the offer, or 2) if by lease and lease is not executed and delivered due to failure, inability, or refusal of the undersigned to perform the conditions of the offer, or 3) if by exchange and the exchange is not executed and delivered due to failure, inability, or refusal of the undersigned to perform the conditions of the offer, or 4) if the property is owned by a corporation and the corporation sells its stock which includes the property as part of its assets, the commission or fee as stated above shall apply as if the sale, lease or exchange had been consummated.

4. If a purchaser/tenant is obtained for the aforementioned property by anyone, including the undersigned, during the life of this contract, at the price and terms named, or upon any other price, terms or exchange to which we consent: or if the aforesaid property is sold (or a contract to sell is entered into or if a deposit is received) within 90 days from the termination hereof to whom the property has been shown during the term of this contract, we agree to pay you the commission or fee indicated above for services rendered.

However, we shall not be obligated to pay such commission or fee if a valid listing contract is entered into with another licensed real estate broker during the term of said protection period. The term "sale" shall be deemed to include any exchange, trade or other assignment to which we consent, in the event of an exchange or trade, you are permitted to represent all parties and receive a commission from all parties involved.

5. Your compensation for services rendered with respect to this listing is solely a matter of negotiation between us and is not fixed, controlled, recommended, or maintained by any persons not a party to the listing contract. We agree that the commission will be due and payable to you if we enter into an option to purchase during the terms of this contract or the protection period, as provided, upon the consummation of the sale/purchase pursuant to the option. If the option is exercised and consummated, the afore agreed upon commission will be paid to you on the option amount. This contract can be cancelled or revoked only by mutual consent of both Seller and REALTOR®/Broker, in writing.

6. If the earnest money deposited under any non-performance is forfeited for non-performance by the (PURCHASE) (LESSEE) 50.000 % of such sum or \$ N/A, but not more than the commission specified herein, shall be retained by you for such services rendered and the remainder paid to the undersigned.

7. You can show our property to, and obtain offer from, all potential buyers, including buyers with whom you have an agency relationship, in the event a buyer with whom you have an agency relationship shall become interested in property, you shall notify both Seller and the Buyer of your intention to represent both the Seller and Buyer and obtain both parties' written consent to the dual representation. You may show potential buyer properties other than our property, and provide buyer with information on selling prices in the area.

8. It is agreed by us as parties to listing contract, that as required by law discrimination because of familial status, race, creed, religion, sex, age, physical or mental disability, height or weight, marital status, color or national origin in respect to the subject lease or exchange of the subject property is prohibited.

9. It is agreed that the services of the Multiple Listing Service (MLS) and the offering of cooperation and compensation to other participants has been fully explained and you are authorized to multiple list this property in the Down River Association of Realtors MLS. You are also authorized to provide to the MLS, timely notice of status changes in the listing and sales information including selling price and other terms affecting sale upon acceptance of offer to sell or at any time after closing. Also, you are authorized to have this information disseminated by the MLS to its participants, provided the listing broker remains a participant thereof. The MLS is not liable for errors and omissions in the listing information disseminated.

10. You are hereby authorized to photograph the property and to publish such photograph, retain a key, and cause a sign to be erected on the property and to remove all other "for sale" signs. You, your representatives, agents and cooperating participants are hereby granted access to the property and all parts thereof for the purpose of showing the same at reasonable hours.

11. This listing is subject to restrictions, easements, covenants and zoning ordinances, if any.

12. It is understood and agreed that the property for sale, lease or exchange includes but is not limited to all buildings, plumbing, heating, lighting fixture, ventilating fixtures, storm doors, shades, blinds, drapery hardware, curtain rods, awnings, garage door openers (including transmitter), water softener (rent units excepted), built-in appliances and equipment, attached humidifiers and incinerators, landscaping, fences, and TV antennae (rent excepted), fuel in tank if any, other as described: NEW FRIDGE, NEW STOVE, NEW MICROWAVE, NEW DISHWASHE,
NEW WASHER AND NEW DRYER

13. The covenants herein shall bind the heirs, personal representative, administrators, executors, assigns and successors of the respective parties.

14. The term "we" as used in this contract refers to the seller(s). The term "you" as used in this contract refers to the listing broker. The term "us" refers to the listing broker and the seller(s).

15. Upon seller's written acceptance of the terms of any Offer to Purchase, REALTOR®/broker shall not present any other offers received after the time of acceptance, unless otherwise provided in this contract.

16. The seller(s) represent and warrant that they are the exclusive holders of the interest to be conveyed hereunder, or that they are the duly authorized agents of the holders of said interest and are specifically empowered to enter into this contract and to convey the interest set forth. This contract shall be binding upon execution between seller(s) agents and the agent of the broker.

17. If inspection and certification of the condition of the premises is required by local ordinance or State or Federal Law, or Lending Institution, the undersigned agrees to order and pay for said inspections made. The undersigned further agrees to have any and all repairs made that are required by such inspection, provided thereof shall not exceed \$ 1.00 or unless repairs are waived by the Purchaser(s).

18. Seller acknowledges that under State Law he is obligated to complete a SELLER'S DISCLOSURE STATEMENT and provide such SELLER'S DISCLOSURE STATEMENT to the buyer. Seller acknowledges that an agency of the federal government or a unit of State or Local government may request a copy of the SELLER'S DISCLOSURE STATEMENT. Seller authorizes the REALTOR® to provide a copy of the SELLER DISCLOSURE STATEMENT, if so requested.

19. Seller(s) hereby acknowledge disclosure of the fact that broker may accept a fee or consideration with regard to the placement of a loan or mortgage, or life, fire, theft, flood, title, or other casualty or hazard insurance or home warranty arising from this transaction and expressly consent thereto as required by Michigan Real Estate Law and Regulations.

Owner's Signature CITY OF WYANDOTTE

Owner's Signature BY: MARK KOWALEWSKI

20. INDEMNIFICATION: Seller shall indemnify and hold harmless Broker and Broker's agents and subagents from any and all liability for any reason as a result of injury to person(s) or damage or loss to property arising out of the showing of Seller's home pursuant to this listing.

21. Other THE HOME WILL BE SOLD TO A BUYER THAT IS A VETERAN THAT EARNS LESS THAN 50% AMI AND COMPLIES WITH ALL NSP3 GUIDELINE & REQUIREMENTS.

Receipt of an executed copy of this listing Contract is hereby acknowledged,
 X _____ (L.S.) _____
 JERALD MILLER (L.S.) _____
 LISTING BROKER
 _____ (L.S.) _____
 AGENT'S SIGNATURE (L.S.) _____
 _____ (L.S.) _____
 MILLER (L.S.) _____
 PRINT AGENT'S LAST NAME (L.S.) _____
 _____ (L.S.) _____
 _____ (L.S.) _____
 PRINT AGENT'S LAST NAME (L.S.) _____

Primary member of DRAR BY: MARK KOWALEWSKI
 NAME OF BOARD/ASSOCIATION PRINT OWNER'S LAST NAME
3200 BIDDLE AVE WYANDOTTE, MI 48192
 ADDRESS

MEMORANDUM OF UNDERSTANDING

Page 1 of 2

WHEREAS, the City of Wyandotte, (City) a Michigan Municipal Corporation and Lighthouse of Oakland County, Pontiac, Michigan have come together to enter into the Memorandum of Understanding (MOU) for Housing Counselor for the Neighborhood Stabilization Program 3 (NSP3); AND

WHEREAS, the City will be rehabilitating one (1) home in the Neighborhood Stabilization Program (NSP3) Project Area. This home will be sold to low and moderate-income individuals and families and mortgages will be subsidized to promote affordability.

The City will refer potential house buyers to the Lighthouse of Oakland County. Lighthouse of Oakland County shall provide proper counseling as described below at no cost to the City of Wyandotte. Upon completion of counseling, a certificate will be issued to the potential house buyer.

Lighthouse of Oakland County agrees to begin work on any assignment within seven (7) calendar days of signing MOU and to work diligently to complete the work in a timely manner and perform the following tasks in the City of Wyandotte (or within fifteen (15) miles of city). Note - this is to make sure your clients don't have to drive a long distance to receive the credit counseling.

- a. Provide eight (8) hours of pre-purchase counseling. Eight hours must be a combination of classroom type and individual counseling with a minimum of two hours of individual counseling.
- b. Provide pre-purchase education in classroom setting including, but not limited to, credit education, budgeting concepts, mortgage products, real estate closing process, foreclosure prevention, etc.
- c. Retrieve 3-bureau credit report for each applicant and co-applicant (if applicable), provide summary report, and review with applicant as part of individual counseling.
- d. Assist applicants to complete monthly budget to determine realistic, affordable housing payment.
- e. Assist applicants with mortgage pre-qualification, interpretation of good faith estimates (GFEs) and mortgage product comparison as part of individual counseling.
- f. Provide additional credit counseling services for those applicants who do not immediately qualify for standard mortgage products.
- g. Provide applicants with an explanation of NSP3 income requirements, mortgage buy down, down payment and closing cost assistance and MSHDA Homebuyer Mortgage & Note calculation and recapture requirements.
- h. Provide four (4) hours of post-purchase counseling within six (6) months of home purchase.

PROOF OF INSURANCE REQUIREMENTS: Lighthouse of Oakland County agrees to indemnify and hold harmless the City of Wyandotte and Wayne County and its officers, agents, and employees from any and all claims, causes, or actions, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor under this contract, and including acts or omissions of the City, Wayne County or its officers, agents, or employees in connection with said contract.

The City will require proof of professional liability insurance with errors and omissions coverage, workers compensation insurance, general liability and automobile insurance with companies authorized to do business in Wayne County, Michigan, and as described in Attachment A.

MEMORANDUM OF UNDERSTANDING

Page 2 of 2

Lighthouse of Oakland County agrees , within ten days after the MOU is executed, to furnish the City with proof of insurance as stated in Attachment A.

- a. A certificate of insurance shall be furnished within ten (10) days after the MOU is executed.
- b. The City of Wyandotte and Wayne County shall be named as additional insured on all policies as directed in Attachment A. Should any insurance required by this contract lapse, the Contractor(s) shall immediately cease any operations until authorized in writing by the City. If the lapse period extends fifteen (15) days, the contract shall automatically terminate and the Contractor shall be in breach of this contract.

PROPERTY OF THE CITY OF WYANDOTTE: All Item(s) (including drafts, photos, work papers, prototype and the like), produced by Respondent(s) during the service of any resulting contract(s) will become the property of the City.

PROJECT ACCEPTANCE: Acceptance is predicated on all Scope of Work objectives or any other specifically identified criteria being completed to the City's satisfaction.

TIMELINE: This MOU would coincide with the NSP3 Grant Period, anticipated to be May 1, 2013 to May 1, 2014.

We, the undersigned have read and agree with the MOU.

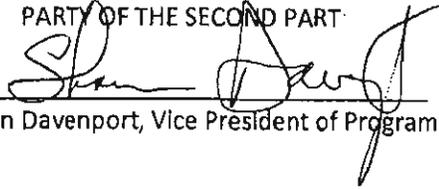
Executed this 3rd day of June , 2013.

CITY OF WYANDOTTE,
PARTY OF THE FIRST PART

BY: _____
Joseph R. Peterson, Mayor

BY: _____
William R. Griggs, City Clerk

LIGHTHOUSE OF OAKLAND COUNTY,
PARTY OF THE SECOND PART

BY: 
Sharman Davenport, Vice President of Programs

BY: _____

NSP3 1749 2nd BUDGET

INCOME:

Grant Amount from Wayne County	\$ 179,823.25
Program Income, Estimated	<u>\$ 45,000.00</u>
 TOTAL INCOME	 \$ 224,823.25

EXPENSES:

Total Budget for Home (see attached)	\$ 199,734.49
Other Cost :	
Credit Report	\$ 35.00
Re-Key Property	\$ 85.00
Electric Escrow Estimated	\$ 400.00
Water Escrow Estimated	\$ 400.00
Gas Escrow Estimated	\$ 1,200.00
Maintenance Estimated	\$ 3,000.00
Real Estate Commission Paid	\$ 7,194.00
	<u>\$ 12,314.00</u>
 TOTAL EXPENSES	 \$ 212,048.49

Budget Amendment:

Total Expense	\$ 212,048.49	
Grant Amount	<u>\$ 179,823.25</u>	101-000-510-070
 Budget Amendment Expense	 \$ 32,225.24	 101-440-925-771
Budget Amendment Income	\$ 32,225.24	101-000-510-071

10/22/2013

	Address	Date of Draw			Paid to Date	Balance
General Requirements	\$ 32,500.00				\$ -	\$ 32,500.00
Site Work	\$ 20,900.00				0	\$ 20,900.00
Doors and windows	\$ 12,850.00				0	\$ 12,850.00
Concrete	\$ 11,520.00				0	\$ 11,520.00
Masonry	\$ 350.00				0	\$ 350.00
Siding	\$ 3,300.00				0	\$ 3,300.00
Carpentry	\$ 11,690.00				0	\$ 11,690.00
Roofing	\$ 6,035.00				0	\$ 6,035.00
Insulation	\$ 8,500.00				0	\$ 8,500.00
Drywall	\$ 1,500.00				0	\$ 1,500.00
Ceramic Tile	\$ 750.00				0	\$ 750.00
Paint	\$ 2,500.00				0	\$ 2,500.00
Flooring	\$ 3,700.00				0	\$ 3,700.00
HVAC	\$ 8,150.00				0	\$ 8,150.00
Plumbing	\$ 6,650.00				0	\$ 6,650.00
Electrical	\$ 7,150.00				0	\$ 7,150.00
Appliances	\$ 2,500.00				0	\$ 2,500.00
Tree Removal	\$ 4,699.00					
Specialties	\$ 9,708.00				0	\$ 9,708.00
Two (2) cut padlock keys	\$ 3.78				0	\$ 3.78
Asbestos/lead Remediation	\$ 700.00				0	\$ 700.00
Asbestos removal documentation	\$ 175.00				0	\$ 175.00
Change Order #1 (Additional Budget)	\$ 12,661.65				0	\$ 12,661.65
Change Order #2 (Additional Budget)	\$ 7,175.50				0	\$ 7,175.50
Change Order #3 (Additional Budget)	\$ 2,863.42				0	\$ 2,863.42
Hard Costs	\$ 178,531.35				\$ -	\$ 178,531.35
Direct Activity Delivery Costs (10%)	\$ 17,853.14				0	\$ 17,853.14
Total Hard Costs	\$ 196,384.49				\$ -	\$ 196,384.49
Soft Costs:	\$ -				0	\$ -
Acquisition	\$ -				0	\$ -
Taxes	\$ -				0	\$ -
Utilities	\$ 500.00				0	\$ 500.00
Lawn Care/Snow Removal	\$ -				0	\$ -
Security System / Alarm	\$ -				0	\$ -
Insurance	\$ 2,600.00				0	\$ 2,600.00
City code inspection	\$ 250.00				0	\$ 250.00
Total Soft Costs	\$ 3,350.00				0	\$ 3,350.00
Total Hard & Soft Costs	\$ 199,734.49					\$ 199,734.49
Developers Fee (15%)					0	\$ -
Total Budget for Home	\$ 199,734.49				\$ -	

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

11

MEETING DATE: October 28, 2013

AGENDA ITEM # _____

ITEM: Michigan Department of Transportation Contract for Oak Street Pavement Repair from Fort Street to 11th Street

PRESENTER: Mark A. Kowalewski, City Engineer *Mark Kowalewski - 10-22-13*

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Enclosed please find a contract for pavement repair on Oak Street from Fort Street (Highway M-85) to 11th Street in the amount of \$206,700 with the Michigan Department of Transportation (MDOT). The City received a grant via the Federal Highway Administrative (FHA) in the amount of \$169,200 to cover a portion of this project. Therefore, the City's portion for this project is \$37,500.00.

STRATEGIC PLAN/GOALS: . We are committed to enhancing the community's quality of life by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; and promoting the finest in design, amenities and associated infra-structure improvements in all new developments

ACTION REQUESTED: Concur with the City Engineer to have the Mayor and City Clerk execute the contact with MDOT.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 202-440-825-830-460 Major Street Resurfacing

IMPLEMENTATION PLAN: Execute contract and start work in 2014.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *slumpdale*

LEGAL COUNSEL'S RECOMMENDATION: *Approved Brm by Bill Look 10/2/13*

MAYOR'S RECOMMENDATION: *JRP 10/30*

LIST OF ATTACHMENTS: MDOT Contract

STP

DA

Control Section	STU 82457
Job Number	121406
Project	STP 1382(327)
Federal Item No.	HH 8983
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	13-5584

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF WYANDOTTE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Wyandotte, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 10, 2013, attached hereto and made a part hereof:

Concrete pavement repair work along Oak Street from Fort Street (Highway M-85) to 11th Street; including minor pavement removal and replacement, joint and crack sealing, sidewalk ramp, and pavement marking work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.
- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST at the established Federal participation ratio equal to 81.85 percent. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that a) it is a person under the Natural Resources and Environmental Protection Act, MCL 324.20101 et seq., as amended, (NREPA) and is not aware of and has no reason to believe that the property is a facility as defined in the NREPA; b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances

exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist

the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF WYANDOTTE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____

Title: Mayor

By _____

Department Director MDOT

By William R. Ariga

Title: City Clerk



APPROVED BY: [Signature] 10/3/13
Administrator Date
Real Estate

September 10, 2013

EXHIBIT I

CONTROL SECTION	STU 82457
JOB NUMBER	121406
PROJECT	STP 1382(327)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost	\$206,700
----------------	-----------

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$206,700
Less Federal Funds	<u>\$169,200</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 37,500

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic Control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 28, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer recommending approving the Contract with the Michigan Department of Transportation (MDOT) for the reconstruction of Oak Street from 11th Street to Fort Street (Highway M-85) Contract Number 13-5584; AND

BE IT FURTHER RESOLVED that the city accepts the grant from the Federal Highway Administration (FHA) in the amount of \$169,200 and that the Mayor and City Clerk are authorized to execute said Contract; AND

BE IT FURTHER RESOLVED that the City share in the project is \$37,500 from Major Street Funds 202-440-825-830-460.

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	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

12

MEETING DATE: October 28, 2013

AGENDA ITEM # _____

ITEM: Zoning Ordinance Amendment – Article XXI Schedule of Regulations

PRESENTER: Elizabeth A. Krimmel, Chairperson Planning Commission

BACKGROUND: Request from the City Engineer to amend Article XXI Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Note to Section 2100 was referred by your Honorable Body to the Planning Commission to hold the required public hearing. This amendment applies to the height requirements of buildings in all Zoning Districts. The public hearing was on October 17, 2013, no objections were received. Therefore, the Planning Commission recommends approval of this change.

STRATEGIC PLAN/GOALS: Promoting the finest in design, amenities and associated infrastructure improvements in all new developments and establishing a unique historic, cultural and visual identity for Wyandotte as a destination city within the region

ACTION REQUESTED: Adopt a resolution receiving and placing the communication on file and setting first reading of the ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Adopt Resolution and update Zoning Ordinance

COMMISSION RECOMMENDATION: Approved by the Planning Commission October 17, 2013.

CITY ADMINISTRATOR'S RECOMMENDATION: *Shuyda*

LEGAL COUNSEL'S RECOMMENDATION: Ordinance prepared by City Attorney

MAYOR'S RECOMMENDATION: *JRP by JD*

LIST OF ATTACHMENTS: Minutes from Planning Commission meeting on October 17, 2013.

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, October 17, 2013, Meeting
MINUTES AS RECORDED

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

COMMISSIONERS PRESENT: Adamczyk, Benson, Booms, Duran, Krimmel, Parker, Pasko, Tavernier

COMMISSIONERS EXCUSED: Lupo

ALSO PRESENT: Charles Leman
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

MOTION BY COMMISSIONER PASKO, supported by Commissioner Benson to receive and place on file all communications. MOTION PASSED

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER PASKO, supported by Commissioner Benson to approve the minutes of the Meeting of September 19, 2013. MOTION PASSED.

OLD BUSINESS:

None

NEW BUSINESS:

1. PUBLIC HEARING - Request from the City of Wyandotte to amend Article XXI-Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Notes to Section 2100 shall be amended to read as follows:

- Section 2100 Eliminate footnote (a) under maximum height of structure from all districts.
- Notes to Section 2100 eliminate footnote (a).

MOTION BY COMMISSIONER DURAN, supported by Commissioner Tavernier to approve the changes to the City of Wyandotte Zoning Ordinance, Article XXI-Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Notes to Section 2100

YES: Adamczyk, Benson, Booms, Duran, Krimmel, Parker, Pasko, Tavernier

NO: None

ABSENT: Lupo

MOTION PASSED

2. Public Hearing – Request from Ghazwan Atto (Owner) and Louis DesRosiers, DesRosiers Architects (appellant) to amend the approved PD Plan for the property at 2300 Biddle Avenue, Wyandotte, Michigan. Owner is requesting to relocate the transformer, dumpster and generator. The property is located in a PD District

MOTION BY COMMISSIONER BOOMS, Supported by Commissioner Benson

WHEREAS, on September 17, 2013, the Planning Commission of the City of Wyandotte received a request from DesRosiers Architects to revise the approved Stage II Final Site Plan for the medical/office at 2300 Biddle. DesRosiers Architects is requesting to move the location of the dumpster, transformer and generator; AND

Meeting October 17, 2013

PUBLIC HEARING - Request from the City of Wyandotte to amend Article XXI-Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Notes to Section 2100

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

Mr. Leman indicated that the changes were supposed to be changed when the City adopted the new Sign Ordinance and it was missed.

Chairperson Krimmel asked if there was anyone else present who wishes to speak about this public hearing.

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

No communications were received regarding this hearing.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: October 28, 2013

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Planning Commission dated October 28, 2013, regarding changes to Article XXI-Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Note to Section 2100 is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that said 1st reading be held at tonight's meeting.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Browning
DeSana
Fricke
Galeski
Sabuda
Stec

First Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE BY AMENDING

ARTICLE XXI – Schedule of Regulations SECTION 2100 Limiting Height, Bulk, Density and Area By Land
Use; Notes to Section 2100

CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment.

The following Section of the City of Wyandotte Zoning Ordinance entitled Article XXI – Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; maximum height of structures from all districts, and notes to Section 2100 (a) shall be amended to read as follows:

Section 2100 Eliminate footnote (a) under maximum height of structure from all districts.

Notes to Section 2100 eliminate footnote (a).

Section 2. Severability.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent to give this Ordinance full force and effect.

Section 3. Effective Date.

This Ordinance shall be published along with the notice of adoption in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption and shall take effect fifteen (15) days after its adoption or seven (7) days after publication, whichever is later. The notice of adoption shall include the text of the amendment, the effective date of the Ordinance and the place and time where a copy of the Ordinance may be purchased and inspected.

On the question, “SHALL THIS ORDINANCE NOW PASS?” the following vote was recorded.

YEAS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

NAYS

ABSENT _____

I hereby approve the adoption of the foregoing Ordinance this _____ day of _____, 20____.

NOTICE OF ADOPTION

The City of Wyandotte Zoning Ordinance has been amended as follows:

The effective date of this Ordinance is _____ . A copy of this Ordinance may be purchased or inspection at the City of Wyandotte Clerk's Office, 3131 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Final Reading

AN ORDINANCE ENTITLED
“AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF WYANDOTTE BY AMENDING SECTION 14-2(b)
ENTITLED “RECEPTACLES – GENERALLY” and
SECTION 14-8.1(14) “TOTER CARTS”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment of Section 14-2(b) under 14-2 entitled “Receptacles – Generally” as follows:

Sec. 14-2 Receptacles – Generally.

(b) Each receptacle for solid waste shall be constructed of metal or durable plastic, or an approved equal material, and shall have a tight-fitting cover sufficient to make it water tight, fly-proof, odor-proof, and prevent entry by rodents or other animals. Such containers shall not exceed thirty-two (32) gallons in capacity and shall not weigh more than sixty (60) pounds when filled. In addition to the above, the city will make available for lease ninety-six (96) gallon totes with two hundred fifty-pound capacities. Receptacles shall not include plastic bags.

Section 2. Amendment of Section 14-8.I(14) entitled: “Toter Carts” as follows:

Sec. 14-8.1 Same-Collection Requirements.

(14) Toter Cart: The City will provide ninety-six (96) gallon toter carts for lease in the city. A service fee approved by the city council will apply.

Section 3. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 4. Effective Date.

This Ordinance takes effect February 1, 2014 and this ordinance or a summary shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

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

Absent: _____

I hereby approve the adoption of the foregoing ordinance this
day of _____, 2013.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the _____ day of _____, 2013.

Dated: _____, 2013

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

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

Reports
+
minutes



Wyandotte, Michigan October 21, 2013

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

ROLL CALL

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

Absent: None

COMMUNICATIONS MISCELLANEOUS

October 16, 2013

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

Dear Mayor and Council:

I was recently approached by numerous Ordinance Officers and told I must remove the rocks from the easement area near my driveway. We placed the rocks there because my neighbor owns a very large boat which he trailers in and out during boating season and has run over my grass creating deep ruts. Also if you refer to the Code of Ordinance Section 35-46 (which I have attached) he is illegally parking this size boat; as it is not parked in his rear yard as defined in the Ordinance.

So I do not think it is fair for me to be told to remove the rocks when my neighbor can continue to run over my grass and ruin it while illegally parking his boat. I would appreciate you considering both sides of this issue.

Thanking you in advance for your attention to this matter.

Sincerely yours,

Troy Burris, 636 Clinton, Wyandotte, Michigan 48192

October 16, 2013

To Whom It May Concern;

The Downriver Marine Corps League will be celebrating their Birthday on November 10th. 2013.

Would it be possible for us to use the empty lot on the southwest corner of Eureka and 14th Street for overflow parking on that day?

Past Commandant,

Dale A. LeBeau

DOWNRIVER DETACHMENT MARINE CORPS LEAGUE Chartered May 25, 1941 "UNITED STATES MARINE CORPS VETERANS OUTFIT", 1323 EUREKA, WYANDOTTE, MI 48192 (734) 282-0233

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

October 16, 2013

The Honorable Joseph R. Peterson and City Councilmembers
3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson & City Councilmembers:

On Wednesday, October 16, 2013, the Wyandotte Employee's Retirement Commission met and passed the following motion:

MOTION BY Commissioner Brohl, supported by Commissioner LaManes, that we concur in the recommendation of the City Administrator regarding the rate of \$30.86 per year of credited service set forth in the communication dated October 3, 2013 and further implement the special supplemental retirement benefit allowance to retirees and or beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System Ordinance and further recommend to the Mayor and Council that they concur in said recommendation and declare the above provisions in effect for the fiscal year.

MOTION UNANIMOUSLY CARRIED.

Sincerely yours,
William R. Griggs, Secretary, Retirement Commission

October 15, 2013

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

Re: Magdaleno 152 Elm (formerly Michael Angelo's)

Dear Mayor Peterson and Councilmembers:

A request was received from Michigan Liquor Control as follows:

Transfer ownership escrowed 2013 Class C license with Sunday Sales permit (PM) and Dance Permit from Shar-Ron Sunshine, LTD 27758 W. Warren , Westland to 152 Elm, Wyandotte CANCEL existing DANCE PERMIT; new SDM License in conjunction to CEM Hospitality Management, LLC.

Said request has been forwarded to Engineering, Municipal Service, Fire, Police, Treasurer and Department of Legal Affairs.

In view of the above, said application is being forwarded to you for your consideration.

Sincerely yours,
William R. Griggs, City Clerk

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 21st, 2013

AGENDA ITEM #5

ITEM: City of Wyandotte Christmas Parade Event ApprovalPRESENTER: Heather A. Thiede, Special Event CoordinatorINDIVIDUALS IN ATTENDANCE: Heather A. Thiede, Special Event Coordinator

BACKGROUND: This will be our 70th Annual City of Wyandotte Christmas Parade, to be held, November 16th 2013. The parade will necessitate closing Biddle Avenue from Ford Street to Plum Street. Traffic to be rerouted northbound to Third Street and to Ford Street, and Southbound on Fourth Street from Ford Street.

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

ACTION REQUESTED: In accordance with the provisions of Michigan Public Act #200 of the Public Acts of 1969 of the State of Michigan, please request the Department of Public Works to close Biddle Avenue from 8 AM to Noon for the 70th Annual Wyandotte Christmas Parade Saturday, November 16th, 2013.

The Chief of Police is requested to apply to the Wayne County Office of Public Service for a road closure permit. He should be designated and authorized to sign said street closing permit document on behalf of the City of Wyandotte. Responsibility for all damage claims which may arise from the road closing must be assumed by the City of Wyandotte. The Fire Department should be notified of this event to reroute emergency vehicles.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The budget for the said event is - \$7,000

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TD

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: OK JRP

LIST OF ATTACHMENTS: None

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 21st, 2013

AGENDA ITEM #6

ITEM: Sale of part of the former 1528 10th Street (99' x 130')PRESENTER: Mark A. Kowalewski, City EngineerINDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: This property was purchased with TIFA Funds. Recommendation is to sell 11.5 feet of this property to the adjacent property owner at 1548 10th Street, Ms. Josephine McKee, for the amount of \$575.00 which is based on \$50 per front footage price. The combination of the two (2) parcels will result in one (1) parcel measuring 54' x 130'. The remaining 88.5' x 130' will be sold for the construction of a new single family dwelling.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: ok jrp

LIST OF ATTACHMENTS: Sales Agreement, property map and Resolution for the Policy for the Sale of Non-Buildable Lots.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 21st, 2013

AGENDA ITEM #7

ITEM: Demolitions for Bids Dated August 13, 2013

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City of Wyandotte in an effort to remove blighted houses solicited bids for two (2) properties.

Council directed the demolition of 96 Perry Place after a show cause hearing on August 5, 2013. (Attached)

The property owner of the garage at 95 Mulberry requested that the City demolish the garage with the property owner reimbursing the City for the cost pursuant to the attached indemnity agreement.

Bids were received on August 13, 2013, and 21st Century was determined to be the most qualified bid. See attached bids.

STRATEGIC PLAN/GOALS: Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting 21st Century as the contractor of record. Accept the indemnity agreement with the owner of 95 Mulberry.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 492-200-850519.

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to 21st Century directing them to begin demolition.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: OK JRP

LIST OF ATTACHMENTS:

Council Resolution from August 5, 2013, concerning 96 Perry Place Indemnity Agreement of the 95 Mulberry property owner.

Summary of bids for demolition of two (2) properties opened August 13, 2013.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 21st, 2013

AGENDA ITEM #8

ITEM: Demolition of 1400 Maple, WyandottePRESENTER: Mark Kowalewski – City EngineerINDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: The home at 1400 Maple caught fire and is required to be demolished. The Engineering Department solicited proposals from the City's Demolition Contractors and Pro Excavation, Inc. was determined to be the most qualified bid in the amount of \$9,200.00. See attached bids.

The City is holding a Fire Escrow in accordance with Michigan Public Act 216 of 1998 in the amount of \$38,494.48. The owners of the property have requested half of the escrow be returned to them and the City retain \$19,247.24 until the completion of the demolition. The Engineering Department has no objections to this request.

STRATEGIC PLAN/GOALS: Fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer selecting Pro Excavation as the contractor of record. Accept the indemnity agreement with the owner of 1400 Maple.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work form Account No. 701-000-278000

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to Pro Excavation directing them to begin demolition.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: ok jrp

LIST OF ATTACHMENTS: Indemnity Agreement and Summary of bids for dcmolition

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 21st, 2013

AGENDA ITEM #9

ITEM: Special Assessments District PaymentsPRESENTER: Mark A. Kowalewski, City EngineerINDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City Departments have enacted a Pending Special Assessment/Special Assessment Form which informs Title Companies if there are any liens or assessments owed to the City of Wyandotte. This Form is forwarded to various Departments throughout the City for completion. If there is an SAD on a property, the Title Company is requesting a Resolution indicating the Special Assessment District (SAD) is required to be paid in full. The City has various SAD's which are levied to properties and payments are made by property owners over five (5) year, ten (10) year and twenty (20) year installments. At this time, the City has no Resolution requiring these assessments to be paid in full when the property is sold or transferred. This letter is to request your Honorable Body to adopt a Resolution wherein if a property is sold or transferred and there are SAD's levied against the property it is required to be paid in full.

STRATEGIC PLAN/GOALS: The City is committed to creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens.

ACTION REQUESTED: Concur with recommendation that any SAD levied against the property it is paid in full at time of sale or transfer of real property.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Inform Title Agencies of any SAD's levied against real property that it is due at time of sale or transfer.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: wlook

MAYOR'S RECOMMENDATION: ok jrp

LIST OF ATTACHMENTS: Pending Special Assessment/Special Assessment Form

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 21st, 2013

AGENDA ITEM #10

ITEM: Amendment to the Code of Ordinances – Section 14-2 Entitled "Receptacles – Generally" and Section 14-08.1 Entitled "Same Collection Requirements"

PRESENTER: Mark A. Kowalewski, City EngineerINDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Since there has been an increase in rodents in the Downriver Area it is the recommendation of the undersigned that the City require trash placed for collection to be in a metal or durable plastic, or an approved equal material with a tight-fitting cover sufficient to make it water tight, flyproof, odor proof, and prevent entry by rodents or other animals. Such containers shall not exceed thirty-two (32) gallon in capacity and shall not weigh more than sixty (60) pounds when filled. In order to require this, an amendment to the Code of Ordinances is necessary. Therefore, attached for your consideration is said amendment to the Code of Ordinance which will require all residents utilize trash containers. If approved, this Ordinance will take effect February 1, 2014.

Furthermore, the City has available for a two (2) year lease ninety-six (96) gallon totes with two hundred fifty (250) pound capacities for a fee of \$48.00.

STRATEGIC PLAN/GOALS: The City is committed to enhancing the community's quality of life by fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: Hold the required reading of the Ordinance.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Hold the required reading of the Ordinance, once approved a notice will be placed in the utility bills and on cable.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: WLook

MAYOR'S RECOMMENDATION: ok jrp

LIST OF ATTACHMENTS: Proposed Amendment to Code of Ordinance

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 21st, 2013

AGENDA ITEM #11

ITEM: Amendment to the approved PD Plan for Wyandotte Family Physician Project

PRESENTER: Elizabeth A. Krimmel, Chairperson Planning Commission

BACKGROUND: Request from Dr. Atto, Wyandotte Family Physician to amend the approved Stage II Final Site Plan by relocating the dumpster, transformer and generator for the project at 2300 Biddle Avenue was referred to the Planning Commission to hold the required public hearing. Attached is the Resolution duly adopted by the Planning Commission at a regular meeting held on October 17, 2013. In the Resolution, the Commission approved the changes.

STRATEGIC PLAN/GOALS: Promoting the finest in design, amenities and associated infrastructure improvements in all new developments and establishing a unique historic, cultural and visual identity for Wyandotte as a destination city within the region

ACTION REQUESTED: Adopt a resolution receiving and placing the communication on file from the Planning Commission and approving the proposed changes.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Adopt Resolution approving the changes and forward same to developer.

COMMISSION RECOMMENDATION: Approved by the Planning Commission October 17, 2013.

CITY ADMINISTRATOR'S RECOMMENDATION:TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: jrp

LIST OF ATTACHMENTS: Minutes from Planning Commission meeting on October 17, 2013.

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	October 16, 2013	\$166,427.45
Financial Services Daily Cash Receipts	October 17, 2103	\$121,419.14
Retirement Commission Meeting	October 16, 2013	
Police Commission Meeting	October 10, 2103	
Beautification Commission	October 9, 2013	
Beautification Commission	September 11, 2013	

CITIZENS PARTICIPATION

Richard Custer, 505 Pine, rodents are in every city downriver. He supports toters.

David Beaudrie, 3800 – 9th, regarding item #10, lids will be everywhere. There are many rentals and could we make landlords responsible for purchase of toters?

Richard Custer, trade school on Outer Drive in development. Hopes to get Wyandotte in the program.

RECESSRECONVENINGROLL CALL

Present: Councilpersons Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

Absent: None

FIRST READING OF AN ORDINANCE

AN ORDINANCE ENTITLED
"AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE CITY OF WYANDOTTE BY AMENDING SECTION 14-2(b)
ENTITLED "RECEPTACLES-GENERALLY" and SECTION 14-8.1 (14) "TOTER CARTS"

RESOLUTIONS

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

ROLL ATTACHED

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that the communication from Troy Burris, 636 Clinton regarding easement encroachments and the ordinance relative to parking recreational vehicles in residential areas is hereby referred to the Department of Legal Affairs for preparation of a Hold Harmless Agreement and appropriate documents and to the City Engineer to direct the ordinance officer to inspect said recreational vehicle at adjacent property.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that the request from the Marine Corps League, 1323 Eureka to utilize the city-owned south-west corner lot on Eureka and 14th for overflow parking during their Birthday celebration on November 10, 2013 is hereby GRANTED; provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs and further that the resolution be forwarded to the Police Department for information.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the Director of Financial and Administrative Services regarding the rate of \$30.86 per year of credited service set forth in the communication dated October 3, 2013, and further implements the special supplemental retirement benefit allowance to retirees and or beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System Ordinance and further the Wyandotte Employee Retirement Commission recommend to the Mayor and City Council that they CONCUR in said recommendation and declare the above provision in effect for the fiscal year.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

ABSENTION: Councilman Galeski

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation of the City Clerk as set forth in his communication dated October 15, 2013 to APPROVE the transfer of the escrowed 2013 Class C license with Sunday Sales permit (PM) and Dance Permit from Shar-Ron Sunshine, LTD, 27768 W. Warren, Westland to 152 Elm (Magdaleno), Wyandotte CANCEL existing DANCE PERMIT; new SDM License in conjunction to CEM Hospitality Management, LLC.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that Council hereby APPROVES the request of the Special Event coordinator to close Biddle Avenue, from Ford to Plum (re-route northbound traffic on Third to Ford, southbound on Fourth from Ford) from 8:00 a.m. to Noon for the City of Wyandotte's 70th Annual Christmas Parade scheduled for Saturday, November 16, 2013. AND BE IT FURTHER RESOLVED that the Department of Public Service be requested to assist in said road closure. AND FURTHER that the Chief of Police is directed to apply to the Wayne County Office of Public Service for a road closing permit and further is hereby authorized and directed to sign said permit. AND FURTHER the City of Wyandotte assumes responsibility for all damage claims which may arise from the road closing and FURTHER the Fire Department is hereby notified to reroute emergency vehicles.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that Council hereby HOLDS IN ABEYANCE the Purchase Agreement to sell 11.5 feet of the former 1528-10th Street, to Josephine McKee, 1548-10th, in the amount of \$575.00.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

ROLL ATTACHED

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer as set forth in his communication dated October 21, 2013 and authorizes the acceptance of 21st Century's bid of \$9,125.00 for the demolition of various properties from account # 492-200-850-519 and accepts the indemnity agreement from the owner at 95 Mulberry.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer as set forth in his communication dated October 21, 2013 relative to the demolition of the home at 1400 Maple; AND BE IT FURTHER RESOLVED that Council accepts the proposals of Pro Excavation bid of \$9,200 for the demolition of the property from account # 701-701-000-278-000 and accepts the Indemnity Agreement from the owner at 1400 Maple; AND BE IT FURTHER RESOLVED that Council authorizes the release of Fire Escrow to the property owners at 1400 Maple in the amount of \$19,247.24 with the City of Wyandotte retaining \$19,247.24 until said time that the demolition is completed by Pro Excavation.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer to require all Special Assessments levied against real property be paid in full at the time of sale or transfer of property and further that the Pending Special Assessment/Special Assessment Form be completed and made a part of the file for each transaction.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer regarding amendment to Section 14-2 Entitled "Receptacles-Generally" and Section 14-8.1 entitled Same-Collection Requirements; AND BE IT FURTHER RESOLVED that the revision be read as a First Reading at the October 21 2013 Council meeting.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan October 21, 2013

RESOLUTION by Councilperson Sheri Fricke

RESOLVED by the City Council that WHEREAS on December 5, 2011, the City Council approved the Stage II Final Site Plan for the Wyandotte Family Physicians Project on Biddle Avenue between Mulberry and Walnut for the construction of a medical/professional building; AND WHEREAS on September 23, 2013, City Council referred a communication from Dr. Atto regarding changes to the Stage II Final Site Plan to the Planning Commission to hold the required public hearing; WHEREAS on October 17, 2013, the Planning Commission held the public hearing and notice was placed in the News Herald. Comments were received including a letter from the City Engineer; WHEREAS on October 17, 2013 the Planning Commission hereby APPROVED the proposed changes to the Stage II Final Site Plan as proposed by DesRosiers Architects regarding the new location of the dumpster, transformer and generator and landscape plan page L-1; AND NOW THEREFORE BE IT RESOLVED by the City Council of the City of Wyandotte that the City Council has previously approved the Stage II Final Site Plan and now CONCURS with the resolution of the Planning Commission regarding the changes to the Stage II Final Site Plan it is in compliance with the requirements set forth in the Zoning Ordinance section 1655 and that said Plan are subject to the terms and conditions set forth therein:1. All work to be completed in accordance with revised plans SP-100, SP-101 and L-1.2. The height of the screening around the generator to be a minimum of 8 feet tall.3. The future generator is approved provided an additional three (3) parking spaces are provided. These parking spaces may be provided as shared parking with Henry/Ford Wyandotte Hospital on property to the south.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec

NAYS: None

ADJOURNMENT

MOTION by Councilperson Sheri Fricke

Supported by Councilperson Lawrence Stec

That we adjourn.

Carried unanimously

Adjourned at 8:33 PM

October 21, 2013



 William R. Griggs, City Clerk

FINANCIAL SERVICES DAILY CASH RECEIPTS

DATE 10-23-13

BEGINNING DATE 10-22-13 AND ENDING DATE 10-23-13

SALES RECEIPT # 453185 THRU 453194

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
MIDWESTERN AUDIT AR-MYA	101-000-041-023	XU	<u>12.50</u>
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	<u>298.49</u>
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	<u>985.45</u>
TRIFECTA ATM	101-000-650-022	AT	<u>17.50</u>
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	
WORK FORCE WYANDOTTE	101-000-650-011	M2	
WORK FORCE RIVERVIEW	101-000-650-017	M6	
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	
COURT DRUG TESTING FEES	101-000-650-020	M9	
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	
CHEMICAL AWARENESS	101-000-650-024	AW	
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
JAJL PROPERTIES PROMISSORY NOTE	284-000-041-015	AR	<u>2,802.25</u>
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	
LAND CONTRACT/TIFA CONSOL.	492-000-041-050	AR	
MUNICIPAL SERVICE SEWAGE	590-000-068-010	5A	
SELF INSURANCE REIMBURSEMENT	677-000-670-010	7A	
HEALTH INS. REIMB. - RETIREE	731-000-231-020	3R	
QUARTERLY HEALTH M.S. RETIREE	731-000-670-010	7R	<u>1,888.20</u>
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	<u>1,888.40</u>
HEALTH INSURANCE REIMBURSEMENT	101-000-231-020	MZ	<u>651.60</u>
DOWNRIVER CENTRAL DISPATCH- ALLEN PK	101-000-068-013	DI	<u>72,701.60</u>
DOWNRIVER CENTRAL ANIMAL CONTRDL-AP	101-000-068-015	DA	<u>15,208.06</u>
WAYNECTY DEL. TAX SETTLEMENT	101-000-411-085	TS	<u>24,214.65</u>
TOTAL MONIES RECEIVED			<u>120,668.70</u>

TODD A. DRYSDALE
DIRECTOR OF FINANCIAL SERVICES

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Training Room at Police Headquarters on Tuesday, October 8, 2013. Commissioner Harris called the meeting to order at 6:00 p.m.

ROLL CALL:

Present: Commissioner Harris
Commissioner Izzo
Commissioner Melzer
Chief Carley

Recording Secretary: Lynne Matt

READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Izzo to approve the minutes as recorded for the meeting held on September 24, 2013. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Injury Update.* Chief Carley reported no one is off.
2. *SEMCOG Update*
Chief Carley addressed some concerns of commission and will keep them informed as this progresses.

COMMUNICATIONS

DEPARTMENTAL

1. *Wyandotte Fire Department monthly report "September 2013"*
Chief Carley reported that there were 202 EMS runs of which 133 patients were transported, with a total of \$88,924 billed out for the month of September.
Commissioner Melzer motioned to receive report and place on file, supported by Commissioner Izzo. Motion carried.

2. *Department Bills submitted September 24, 2013 in the amount of \$5,175.73*
Commissioner Melzer motioned to pay bills and accounts submitted as stated above, supported by Commissioner Izzo. Motion carried.
3. *Daily Reports*
Commissioner Melzer motioned to receive and place on file reports, supported by Commissioner Izzo. Motion carried.

LATE

Commissioner Melzer inquired about phone problems, which Chief reported that he had meeting last Friday and that by October 18, 2013 we should be testing new telephone system in fire department.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:18 p.m.

Respectfully submitted,

Michael Izzo
Secretary
MI/lm



MI
22 Oct 2013

DRAFT

**CITY OF WYANDOTTE
FIRE COMMISSION MEETING**

The Fire Commission meeting was held in the 2nd Floor Training Room at Police Headquarters on Tuesday, October 22, 2013. Commissioner Harris called the meeting to order at 6:16 p.m.

ROLL CALL:

Present:	Commissioner Harris Commissioner Melzer Chief Carley
Recording Secretary:	Lynne Matt
Also:	Captain Michael Brandt
Absent:	Commissioner Izzo

READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Harris to approve the minutes as recorded for the meeting held on October 8, 2013. Motion carried unanimously.

UNFINISHED BUSINESS

1. *Injury Update.* Chief Carley reported no one is off.
2. *SEMCOG Update*
Chief Carley stated that tomorrow, Wednesday, October 23rd, Southgate Chief and him have a meeting scheduled with Union President's to update/share with them where they are so far.

COMMUNICATIONS

DEPARTMENTAL

1. *Request to purchase equipment with "Charitable Bequest" previously made to Department*
Chief Carley stated that bequest of \$5,000 was made to department August 8, 2011 by Mr. James Tulock to assist in the purchase of additional life saving equipment. Capt Brandt requested access to funds to purchase an Oceanid RDS (Rapid Deployment Craft) rescue boat, which has been needed for a long time, as noted this past summer there was a significant increase of incidents that have occurred on the water within the borders of Wyandotte. As submitted, 3 bids attached to packet along with the price of \$4,400. Captain Brandt recommended that we purchase from Michigan Rescue Concepts as they are a local company that we have used in the past. Commissioner Melzer approved request and to move forward with submitting to Mayor and Council, supported by Commissioner Harris. Motion carried.

2. *Department Bills submitted October 8, 2013 in the amount of \$4,980.84*
Commissioner Melzer motioned to pay bills and accounts submitted as stated above, supported by Commissioner Harris. Motion carried.
3. *Daily Reports*
Commissioner Melzer motioned to receive and place on file reports, supported by Commissioner Harris. Motion carried.

LATE

Commissioner Melzer inquired about radios and phone problems. Chief Carley stated new base radio's are in and operating and that Herkimer Radio has been called to come out and hook up speakers. Additional portables we should have by mid-November. Phone update haven't had test completed. Dave Fuller said hopefully by end of week testing will be completed.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:37 p.m.

Respectfully submitted,

Michael Izzo
Secretary
MI/lm

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
October 8, 2013

ROLL CALL

Present: Chief Daniel Grant
Commissioner John Harris
Commissioner Doug Melzer
Commissioner Dr. Michael Izzo

Absent: None

Others Present: None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:20 p.m.

The Minutes from the regular Police Commission meeting on September 24, 2013, were presented.

Harris moved, Izzo seconded,
CARRIED, to approve the regular minutes of September 24, 2013, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – September 2013 and Year to Date Figures

Chief Grant noted that nothing was “off the charts” with these latest statistics.

Melzer moved, Izzo seconded,
CARRIED to receive the September 2013 and Year to Date Police Statistics and place on file.

2. Bills and Accounts –October 8, 2013 \$39,224.20

It was noted that \$21,696.45 of the bills was for the OSSI licenses and software for the upcoming year; this is why the current bills and accounts are so substantial.

Melzer moved, Harris seconded,
CARRIED, to approve payment of the bills for October 8, 2013 for \$39,224.20

NEW BUSINESS

1. Drug Drop Box

Chief Grant indicated there has been a National Drug Take Back program generally held one day in April and one day in October each year. However, our Department now has a full time drop off box which the Rotary Club paid for to be located in our main lobby. In approximately two months, we have already collected 80 lbs. of drugs. National Steel is partnering with us to safely and properly dispose of the discarded drugs.

2. Downriver Consolidated Dispatch

Many of the Downriver communities are exploring the opportunity to create a consolidated dispatch much larger than what is in place at our Department. Initial discussions indicate that all are in favor of such an operation.

The current committee exploring this opportunity consists of four Fire Chiefs, four Police Chiefs. Dan Grant as Chair and Kim Donahey from the DCC. The DCC would be the home for the new consolidated dispatch if it comes to fruition, and would occupy two or three classrooms in the building.

Chief Grant also said the DCC is implementing a \$7 million upgrade to the current radio system and may house key components of the system in it's building as well. The DCC is considered a neutral site.

The committee is still working through key details for the consolidated dispatch and will present the concept to the respective communities soon.

One current sticking point is that several smaller communities have lock ups which require personnel to be physically present for inmate monitoring purposes. One way to address this issue would be to create regional lockups, and this is currently being explored.

The next meeting for this committee is set for November 7, 2013. The agenda will include the volume of 911 calls for each community and the staffing levels of the consolidated dispatch.

3. New Hires

Commissioner Melzer inquired as to how the new Police Officers were doing. Chief Grant said that both were doing very well. Officer Gray was hired without prior police experience, but Officer Jacobs had been with the Westland Police Department prior to joining us.

4. Wyandotte Henry Ford Hospital Drill

Commissioner Melzer also inquired as to how the recent drill went at the hospital. Chief Grant said the whole exercise went well, and our department did a great job responding.

The exercise took place on the 3rd and 4th floors of the rehab building and included shooting Airsoft rounds.

Members of the Audience

ADJOURNMENT

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 6:40 p.m.

Harris moved, Izzo seconded,
CARRIED, to adjourn meeting at 6:40 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department

Jay B. W. 22 Oct 2013

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
October 22, 2013

ROLL CALL

Present: Chief Daniel Grant
Commissioner John Harris
Commissioner Doug Melzer

Absent: Commissioner Dr. Michael Izzo (excused)

Others Present: None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:06 p.m.

The Minutes from the regular Police Commission meeting on October 8, 2013, were presented.

Melzer moved, Harris seconded,
CARRIED, to approve the regular minutes of October 8, 2013, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Citizen Survey Response

This response was related to a damaged car complaint. Officer Breaux received a good evaluation from this citizen.

Melzer moved, Harris seconded,
CARRIED, to receive the response and place on file and also show support for Officer Breaux's conduct.

2. Bills and Accounts –October 22, 2013 \$4,956.98

Melzer moved, Harris seconded,
CARRIED, to approve payment of the bills for October 22, 2013 for \$4,956.98.

NEW BUSINESS

1. Physical Agility Test

Chief Grant shared the results of the Department Physical Agility test held today at 2:00 p.m. He sent a memo to Mr. Drysdale indicating the bonus level of each participant, and the bonus money will be in their next paycheck. The Gold level pays \$500 and the Silver level pays \$350.

Commissioner Harris offered his congratulations to all of the participants.

Melzer moved, Harris seconded,
CARRIED, to receive the Physical Agility test results and place on file.

2. New Officers Update

Officer Gray is doing very well. He finished the training phase and is now patrolling on his own.

Officer Jacobs is doing very well also.

3. Detective Investigation

Commissioner Melzer commended our Detective Department for tracking down a 15 year old delinquent who recently robbed some individuals in Wyandotte. Since the accused used a gun, he may serve some time even though he is not considered an adult. Chief Grant said we do not usually see these types of crimes committed in our community.

Members of the Audience

ADJOURNMENT

Since there was no further business to come before the commission, there was a motion to adjourn the meeting at 6:16 p.m.

Melzer moved, Harris seconded,
CARRIED, to adjourn meeting at 6:16 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE OCTOBER 17, 2013 MEETING
MARX HOME**

PRESENT: Sue Pilon, Jody Egen, Marty Bertera, Ken Munson, Shirley Prygoski, Dave Kostelnik, Eula Grooms, Dan Cervantes, Marshall Wymore, Anne Ronco

EXCUSED: Vernon Elmore, Wally Hayden

President Sue Pilon called the meeting to order at 6:20 p.m.

MOTION by Eula Grooms, supported by Ken Munson, to approve the minutes from the August 2013 meeting, MOTION CARRIED (8-0)

PRESIDENT'S REPORT:

Sue introduced new Commissioner Marty Bertera. She also said that Vernon Elmore's appointment to the Commission had been made, but that he was unable to attend this evening.

DIRECTOR'S REPORT:

Jody distributed the finance report for September, which represents the end of the fiscal year.

MOTION by Anne Ronco, supported by Shirley Prygoski, to approve the finance report from August, pending audit, MOTION CARRIED (8-0)

Jody announced that the Museum received funding for the lighting in the basement exhibit gallery from DA Home Improvement. The completion of the overall project – basement and third floor gallery - needs to be postponed so the lighting can be installed, and the rest of the exhibits completed as planned. So project completion will be postponed, probably until around March.

Dan arrived.

The bids for the Marx Home porches came in about a month ago, and the project was put on hold due to some issues with the bids. Jody and Michelle met with Mark Havilcek, who has worked on projects at the Museum before. Jody can start accumulating supplies for the project throughout the winter for the work that will be done in the spring. Mark said he may donate some labor for the project. So Jody would like to have a meeting of the Buildings and Grounds Subcommittee to go over the project in more detail.

The Cemetery Walk brought in \$7,680 in ticket sales. The final profit was \$6,772.75, which is right on par with previous years. Everyone who attended agreed that it was a success, and Jody said there will be a wrap-up meeting soon. She had a few suggestions for future events, including using ten characters instead of eight when at Mt. Carmel Cemetery so that guests are not standing around waiting. She also said that bathrooms were an issue this year so they will have to consider that for next time. Sarah is compiling feedback forms and will email them out shortly.

Jody announced that the Halloween Open House is this Friday from 5:30 to 8:30 during Third Friday. She said they usually get about 500 visitors.

On November 9 there will be an antiques fair on the Museum campus. Staff is selling tables for \$25 or two for \$40 for those who want to sell antique or vintage items. There will also be appraisals for \$10 an item. They also plan to sell cider and donuts. They are looking for a few volunteers for this event. Jody is also looking for pumpkins or straw bales to put around the campus if people are getting rid of them.

FRIENDS: The Quilters officially no longer exists as an organization. The Friends group is now in the process of restructuring.

SOCIETY: None.

COMMITTEES: Eula cleared a house on Fourth Street and got some half-round gutters for the Marx Home.

OLD BUSINESS: None.

NEW BUSINESS: Jody obtained 125 wooden folding chairs from the Sawyer House in Monroe for \$5 per chair. The cost was split with the Special Events department, as they could also be used for other city events.

ANNOUNCEMENTS/COMMUNICATION: Shirley shared a couple of magazine articles about the great-great-granddaughter of Emory Ford, who lives on Ossabaw Island just outside of Savannah, Georgia.

ATTENTION TO AUDIENCE: None.

**MOTION by Eula Grooms, supported by Marty Bertera to adjourn the meeting at 7:26 p.m.
MOTION CARRIED (9-0)**

**Next Meeting: November 14, 2013.
Respectfully Submitted,
Annie Pilon, Recording Secretary**

From the desk of Jody L. Egen

MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY - AS OF OCTOBER 17, 2013

Log Cabin Rental	\$ 300.00 - Cash \$ 0 - Checks \$ 300.00 - Total	Reserve 101-000-257-250-071
Admissions/ Donations	\$ 50.00 - Cash <i>admissions</i> \$ 10.00 - Check \$ 60.00 - Total	Reserve 101-000-257-250-071
Weddings	\$ 150.00 - Check \$ - Cash \$ 150.00 - Total	Reserve 101-000-257-250-071
Teas <i>Sept. Tea for Hawthorn Questers</i>	\$ 180.00 - Check \$ - Cash \$ 180.00 - Total	Reserve 101-000-257-250-071
Fall City Wide Garage Sale <i>\$5 Sign Returns Collected</i>	\$ 0 - Check \$ 700.00 - Cash \$ 700.00 - Total	Reserve 101-000-257-250-071
Marx Rent	\$543.60 - Check \$ 0 - Cash \$ 543.60 - Total	<i>Marx Rental Account</i> 101.000.655.655.021

Total of all deposits \$ 1933.60

EXPENSES

HEAT/ GAS		
MacNichol	\$ 28.51	City
Marx	\$ 25.51	City
Log Cabin	\$ 31.20	City
Burns	\$ 59.18	City
	<i>Subtotal</i>	\$144.40
WATER		
MacNichol	\$ 299.25	City
Marx	\$ 45.19	City
Log Cabin	\$ 11.40	City
Burns	\$ 15.62	City
	<i>Subtotal</i>	\$371.46
ELECTRIC		
MacNichol	\$ 313.25	City
Marx - <i>includes \$53.37 outside 400W</i>	\$ 202.33	City
Burns	\$ 87.18	City
	<i>Subtotal</i>	\$602.76
PHONE		
MacNichol	\$ 41.77	City
Marx	\$ 41.77	City
Burns	\$ 226.88	City

<i>Subtotal</i>	\$310.42	
<i>Subtotal All Utilities:</i>	\$ 1,429.04	

MISCELLANEOUS		
Lowe's - Rugs for third floor exhibit gallery.	\$ 609.46	Reserve
Walmart - 20, 18 gallon totes for supplies	\$ 84.80	City - B&G
Lowe's - One gallon of Killz	\$ 18.00	City - B&G
Sherwin-Williams - Sample paints for basement exhibit gallery	\$ 14.18	City - B&G
Hoods - Misc. hardware	\$ 11.51	City - B&G
PPC Solutions - Grinding, polishing, sealing the basement exhibit gallery floor	\$ 2,082.06	Reserve
Staples - Misc. office supplies	\$ 371.22	City - Office
Lowes - Bead board panels	\$ 118.88	City - B&G
Michael's - Exacto blades and handle to cut foam core	\$ 7.61	Reserve
Sherwin-Williams - 2 gallons interior Emerald brand paint for basement walls	\$ 136.06	Reserve
Meijer - Tea supplies for food purchased by Shirley Prygoski	\$ 20.13	Reserve
Wyandotte Alarm Co. - Commercial alarm monitoring for 2624 Biddle Ave.	\$ 195.30	Reserve
Whipple Printing - Halloween posters, 75 total	\$ 63.75	Reserve
<i>Subtotal All Miscellaneous:</i>	\$ 3,732.96	

CURRENT BUDGET BALANCES - AS OF OCTOBER 17, 2013

SUPPLY LINE	BALANCE YEAR TO DATE	2013 BUDGET
Office Supplies	\$ 6.06	\$ 1,050.00
Postage	\$ 59.51	\$ 80.00
Building Maintenance & Supplies	\$ 0	\$ 8,279.00
Printing	\$ 0	\$ 800.00
Electric	\$ 1,699.87	\$ 6,700.00
Water	\$ 525.60	\$ 1,675.00
Heat	\$ 1,214.84	\$ 10,200.00
Education	\$ 90.00	\$ 240.00
Automobile	\$ 6.99	\$ 160.00
Reserve	\$ 100,505.45	n/a

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE SEPTEMBER 12, 2013 MEETING
MARX HOME**

PRESENT: Sue Pilon, Jody Egen, Wally Hayden, Shirley Prygoski, Dave Kostelnik, Eula Grooms, Dan Cervantes

EXCUSED: Ken Munson, Anne Ronco, Marshall Wymore

President Sue Pilon called the meeting to order at 6:19 p.m.

MOTION by Shirley Prygoski, supported by Wally Hayden, to approve the minutes from the August 2013 meeting, MOTION CARRIED (5-0)

PRESIDENT'S REPORT:

Sue introduced Vernon Elmore, who was proposed by the Mayor as a new member for the Commission. She asked him to attend a meeting so that he could observe and meet the commissioners prior to his appointment. There is another opening on the Commission since Michelle resigned. Sue proposed a replacement to the mayor for that position.

The October meeting is scheduled for October 10, but the Cemetery Walk begins the next day and some Commissioners would not be able to attend, so Sue proposed changing the date to October 17.

MOTION by Eula Grooms, supported by Dan Cervantes, to change the date of the October meeting from October 10 to October 17, MOTION CARRIED (5-0)

DIRECTOR'S REPORT:

Jody distributed the finance report for August.

Dave arrived.

MOTION by Wally Hayden, supported by Dan Cervantes, to approve the finance report from August, pending audit, MOTION CARRIED (6-0)

The bids came back for the Marx Home porches and there was a very large discrepancy in prices so the city engineer rejected the bids and the project will go out for bid again. But because of the season the project might not be completed until the spring. Someone from DPW will come out to stabilize the porches in the meantime.

Cemetery walk tickets have been on sale since Tuesday. It is about 85% sold out right now, and Jody is scheduling meetings with the volunteers to prepare for the event.

For the antiques event in November, Jody and Eula decided to do an antiques fair. It would include appraisals, Model A's on the grounds, and a large tent for people to sell their antiques on the grounds. The museum will sell tables to people who want to sell their antiques. Jody would also like to invite some people to lecture about certain topics such as restoration or antique identification. The event will take place Saturday, November 9 from about 10 a.m. to 4 p.m.

The Fall Citywide Garage Sale is this weekend. There are 226 participants, which is about the same as last fall.

The floor in the basement is pretty much done, but there was an issue with water coming in so the company will be back to fix the problem. Jody has also collected some of the graphic elements and Larry Welsh is building the cabinets. Jody invited the Commissioners to help paint the basement walls on Friday, September 20 from 10 a.m. to 5 p.m.

Dan left the meeting.

Jody passed out a few items from the Museum staff related to the city's strategic plan and department goals. Jody went over some of the main points on the list and said that Commissioners could email any other thoughts to her over the next couple of weeks and she would add them before submitting them to the city.

FRIENDS: None.

SOCIETY: The Museum in the Streets program is coming along. Wally said they are still waiting to hear from a couple of the businesses.

COMMITTEES: None.

OLD BUSINESS: None.

NEW BUSINESS: Dave and Shirley had a conversation about possibly sanding the floors of the log cabin to make it a little nicer. Jody agreed.

ANNOUNCEMENTS/COMMUNICATION: None

ATTENTION TO AUDIENCE: None.

**MOTION by Dave Kostelnik, supported by Wally Hayden to adjourn the meeting at 7:20 p.m.
MOTION CARRIED (5-0)**

**Next Meeting: October 17, 2013.
Respectfully Submitted,
Annie Pilon, Recording Secretary**



From the desk of Jody L. Egen

MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY – AS OF SEPTEMBER 12, 2013

Log Cabin Rental	\$ 100.00 - Cash \$ 305.00 - Checks \$ 405.00 - Total	Reserve 101-000-257-250-071
Admissions/ Donations	\$ 248.00 - Cash <i>admissions</i> \$ 0 - Check \$ 248.00 - Total	Reserve 101-000-257-250-071
Weddings	\$ 0 - Check \$ 0 - Cash \$ 0 - Total	Reserve 101-000-257-250-071
Marx Rent	\$ 543.60 - Check \$ 0 - Cash \$ 543.60 - Total	<i>Marx Rental Account</i> 101.000.655.655.021
Salvage	\$ 140.00 - Check \$ 0 - Cash \$ 140.00 - Total	Reserve 101-000-257-250-071
Teas	\$ 195.00 - Check \$ 0 - Cash \$ 195.00 - Total	Reserve 101-000-257-250-071

Total of all deposits \$ 1,531.60

EXPENSES

HEAT/ GAS

MacNichol	\$ 13.87	City
Marx	\$ 12.35	City
Log Cabin	\$ 30.16	City
Burns	\$ 31.80	City
<i>Subtotal</i>	\$ 88.18	

WATER

MacNichol	\$ 290.39	City
Marx	\$ 45.19	City
Log Cabin	\$ 11.40	City
Burns	\$ 15.62	City
<i>Subtotal</i>	\$ 362.60	

ELECTRIC

MacNichol	\$ 208.12	City
Marx - <i>includes \$53.37 outside 400W</i>	\$ 187.74	City
Burns	\$ 90.43	City
<i>Subtotal</i>	\$ 486.29	

PHONE

MacNichol	\$ 41.77	City
Marx	\$ 41.77	City
Burns	\$ 226.83	City
<i>Subtotal</i>	\$ 310.37	

Subtotal All Utilities: \$ 1,247.44

MISCELLANEOUS		
Hood's – Weed Killer.	\$ 21.49	City - B&G
Istock – Marketing graphics	\$ 44.99	City - Office Supplies
Hood's – Lock and latch for Cabin	\$ 16.19	City - B&G
Dollar Tree Stores – Mixing bowls for paint receptacle	\$ 10.60	City - B&G
Lowe's – Misc. Lumber for basement exhibit gallery	\$ 261.29	City - B&G
Lowe's – Wood for basement exhibit gallery	\$ 129.06	City - B&G
Harbor Freight – Paint Supplies, tarps & brushes	\$ 27.58	City - B&G
Sherwin Williams – Paint for Burns Garage	\$ 419.21	City - B&G
Collecting Warehouse – Various size acrylic risers	\$ 159.40	City - B&G
Whipple Printing – Fall Garage Sale reminder post cards	\$ 155.00	City - B&G
JJ's Pizza – Pizza for basement exhibit gallery meeting	\$ 46.59	Reserve
Lowe's – Wood and misc. hardware	\$ 39.25	City - B&G
Sherwin-Williams – Blue Paint for basement ceiling	\$ 97.41	City - B&G
Hoods – Killz primer	\$ 19.79	City - B&G
Whipple Printing – Fall Garage Sale posters and Home Classic Posters	\$ 72.00	City - Print
Lowe's – Primer Paint for basement	\$ 16.98	City - B&G
Lowe's – Rugs for third floor attic gallery	\$ 609.46	City - B&G
Dollar Depot – Aluminum pans for grill for Stars August 31 event	\$ 4.08	Reserve
Sam's Club – Concession & post match meal for Wyandotte Stars August 31 event	\$ 154.39	Reserve
Sherwin-Williams – Sample paint colors for basement walls	\$ 14.18	City - B&G
Walmart – Totes for exhibit materials sorting and general storage	\$ 84.80	City - B&G
Shopper's Valley Market – Hot dogs, sausages, and buns for Wyandotte Stars August 31 event	\$ 88.29	Reserve

Subtotal All Miscellaneous: \$ 2,492.03

CURRENT BUDGET BALANCES – AS OF THURSDAY, SEPTEMBER 12, 2013

SUPPLY LINE	BALANCE YEAR TO DATE	2013 BUDGET
Office Supplies	\$ 337.38	\$ 1,050.00
Postage	\$ 59.51	\$ 80.00
Building Maintenance & Supplies	\$ 115.15	\$ 8,279.00
Printing	\$ 0	\$ 800.00
Electric	\$ 2,475.67	\$ 6,700.00
Water	\$ 10.41	\$ 1,675.00
Heat	\$ 5,181.44	\$ 10,200.00
Education	\$ 90.00	\$ 240.00
Automobile	\$ 103.27	\$ 160.00
Reserve	\$ 90,765.21	n/a

MINUTES AS RECORDED

**MINUTES OF THE MEETING OF October 2, 2013
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Vice Chairperson Gillon **at 6:30 p.m.**, in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

MEMBERS PRESENT: Alderman
Flachsmann
Gillon
Nevin
Olsen
Trupiano
Wienclaw

MEMBERS ABSENT: DiSanto
Duran

ALSO PRESENT: Kelly Roberts, Secretary

A motion was made by Member Olsen, supported by Member Nevin to approve the minutes of the August 7, 2013, meeting.

Yes: Alderman, Flachsmann, Gillon, Nevin, Olsen, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto, Duran

Motion passed

#3177 – GRANTED

Townsend Neon, Inc., 31550 Gossett Dr., Rockwood (appellant) and St. Joseph Church, 353 Elm, Wyandotte (owner)

for a variance **to obtain a sign permit for a changeable message sign at 344 Elm** (Lots 8 thru 13, Block 103), in a RT zoning district, where the proposed conflicts with Section 2408.F.6 of the Wyandotte Zoning Ordinance.

SECTION 2408.F.6:

A changeable message sign is not an allowable sign in a RT zoning district, they are allowed only in B-1 and B-2 zoning district. The St. Vincent Pallotti Parish is proposing to replace existing 41.65 square foot ground face with a changeable electronic message display sign.

The new sign is an enhancement to the property and will not have an adverse effect on neighboring properties.

A motion was made by Member Flachsmann, supported by Member Trupiano to grant this appeal.

Yes: Alderman, Flachsmann, Gillon, Nevin, Olsen, Trupiano, Wienclaw
No: none
Abstain: none
Absent: DiSanto, Duran
Motion passed

COMMUNICATIONS:

Motion was made by Member Trupiano, supported by Member Flachsmann to place all communications on file. Motion carried.

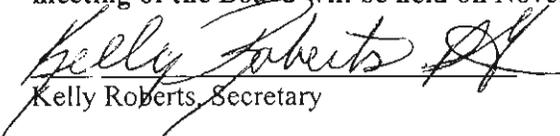
OTHER BUSINESS:

Member Flachsmann discussed the Sign Ordinance regarding the changeable message signs where the Ordinance states the message shall remain unchanged for at least 15 continuous seconds before it is replaced by another message. Member Flachsmann indicated that there are electronic signs in Wyandotte that do not meet this ordinance requirement and maybe this should be looked into and changed.

Member Flachsmann encouraged the Members to go by these types of signs and time them.

The Board discussed the Ordinance and it was determined that this item would be placed on the next agenda for further discussion.

There being no further business to discuss, the meeting adjourned at 6:55 p.m. **The next scheduled meeting of the Board will be held on November 6, 2013**


Kelly Roberts, Secretary

Appeal #3177

Vice-Chairperson Gillon read the appeal and asked that it be explained.

Townsend Neon, Inc. Sign Contractor, present.

Townsend Sign explained that they are seeking a variance for the sign at the Church, but they are not changing foot print of the existing sign. Townsend Sign stated that all they are doing is updating the existing sign with an electronic one.

Member Nevin asked if the base of the sign will stay.

Townsend Sign stated yes, they will be removing the cabinet and adding a message center. Townsend Sign continued that the sign will be one color and it will not have any flashing lights.

The Members discussed the location of the sign that it will be between the Church buildings and across the street is the Church parking lot, there will be no homes effected by this sign.

No communications were received regarding this appeal.
One communication was received from DTE.

Zoning BOARD
10-2-13

DTE Energy - Michcon Gas Co.
Data Integrity and Technology
One Energy Plaza, WCB-1836
City of Detroit, MI 48226

PAGE 3 OF 3

September 20, 2013

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

RE: Appeal #3177: For a Variance to obtain a sign permit for a changeable message sign at 344 Elm (Lots 8 thru 13, Block 103), in a RT zoning district.

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- Involved: the nature of our services, and the estimated costs of removing, rerouting or abandonment of such all gas mains and/or services

REMARKS:

DTE Energy-MichCon Gas Company has no involvement, nor objection to the Appeal #3177 as mentioned above.

See enclosed strip print and attached notice of public hearing, for your use and information.

Please abide by Public Act 53, three (3) working days before you dig, dial toll free MISS DIG at: 1 - 800 - 482 - 7171.

Michcon Gas Leak Emergency Phone Number: 1- 800 - 947 - 5000.

Sincerely,

LS/ Russell E Thornton

Drafter
Data Integrity and Technology

RET/
Enclosure

City Clerk

MINUTES OF THE MEETING OF THE
FIRE FIGHTER'S CIVIL SERVICE COMMISSION

September 11, 2013

A Regular Meeting of the Fire Fighter's Civil Service Commission of the City of Wyandotte was called to order by President Baker at 5:00 p.m. in the Training Room, 2nd Floor, Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan.

PRESENT: Commissioner Rodney G. Baker, President
Commissioner Michael J. Ptak, Vice-President
Commissioner Michael G. Dallos, Secretary

ALSO PRESENT: Debby Harris, Recording Secretary

Approval of the August 21, 2013 Regular Meeting Minutes

Motion by Comm. Ptak, Supported by Comm. Dallos to approve the minutes of the Regular Meeting of August 21, 2013. Motion unanimously carried.

Old Business

1. Eligibility List

Comm. Ptak stated his belief that to establish an eligibility list prior to the list being needed for hiring purposes was detrimental to the City. His belief is that persons on the list will accept jobs in other communities before the City of Wyandotte is again ready to hire Fire Fighters. Therefore, the highest scoring persons would already be working for other communities and the City of Wyandotte would be forced into hiring lower scoring persons on that list.

Comm. Dallos stated his belief that it is the duty of the Fire Fighter's Civil Service Commission to establish and maintain an Eligibility List after exams have been given, it has always been done that way. The Commission has always had an established eligibility list after testing.

Comm. Ptak stated that if the Commission used EMPCO to establish an eligibility list the list can be generated almost immediately. By doing it this way the City of Wyandotte would get a choice of the persons who scored highest on the exam.

Comm. Dallos stated that in his opinion it is better to establish and maintain the eligibility list after the exam is given.

Comm. Ptak stated that the law only says that the City has to hire off the list. It does not say when the list has to be established. It is possible that the City of Wyandotte will not need the list for a couple of years. The Fire Fighters who were recently hired were hired because of a grant. The length of the grant is only 2 years.

Old Business

1. Eligibility List (Con't)

Comm. Baker suggested that the City of Wyandotte generate a list and see how many persons that are on the list get hired by other cities. It doesn't look as if the City of Wyandotte will be hiring in the near future.

Comm. Dallos stated that the list once generated has to be back dated to the last exam. Comm. Dallos asked what is the benefit of not having a list?

Comm. Baker replied that the quality of the list will be better if the list is not generated until the City is ready to hire.

It was suggested by the Commissioners that Ms. Harris contact Mr. Castle from EMPCO and ask him to be at the next scheduled meeting of the Commission to answer any questions that Commission has. Mr. Harris was instructed to contact Mr. Castle.

Comm. Dallos asked about the minimum score to be used to establish the Eligibility List. Most of the State has a minimum score of 70%. He feels that it is not fair to have a minimum score of 80% for hire and then a minimum of 70% for promotional exams. Currently promotional exams require 70%. If you raise the minimum score to 80% for hire the City will get less qualified applicants.

Comm. Ptak stated that the minimum would be 70% for veterans and 80% for all others who take the exam.

Comm. Dallos explained to Comm. Ptak that the 10 additional points for military are given only if a person first passes the exam.

Comm. Baker clarified that the military points are not connected to the promotional exams.

It was determined by the Commission that this discussion would be put on hold until the next scheduled meeting when Mr. Castle from EMPCO would be present.

2. Sergeant/Engineer Exam

The Commissioners had a discussion regarding the Sergeant/Engineer position.

Comm. Dallos stated that the Sergeant rank has been dropped by the Fire Department.

Comm. Ptak explained that the combined rank helps eliminate overtime that would have been paid by calling a Sergeant in when there was an absence. The Rank of Sgt/Eng can take over for the day. Seniority is used to determine who is the higher ranking of the existing Sgt/Eng.

Comm. Dallos asked who allowed the elimination of the position.

Comm. Baker stated that the Union agreed.

MINUTES OF THE MEETING
OF THE FIRE FIGHTER'S
CIVIL SERVICE COMMISSION

-3-

September 11, 2013

2. Sergeant/Engineer Exam (Con't)

Comm. Dallos stated that he felt that any rank higher than that of Fire Fighter should be tested for. This allows for a person to be a supervisor without testing for that position. Comm. Dallos felt that there could be favoritism.

Comm. Ptak stated that the Union agreed with the elimination of the Sergeant rank.

Comm. Dallos stated the he believes that a person cannot be promoted into a supervisor position without taking an exam by law.

Comm. Ptak stated the City of Warren sued when they tried to test for a position that was not in the contract.

Comm. Dallos asked if the rank and file agree with this.

Comm. Ptak stated that 90% agree.

Date of Next Regular Meeting

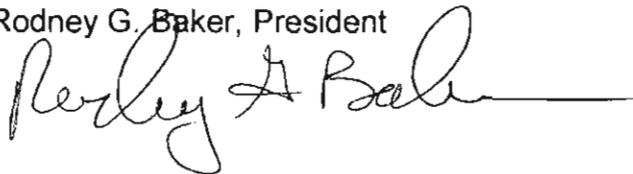
The next scheduled regular meeting of the Commission will be held on Wednesday, October 16, 2013 at 5:00 p.m., at the Wyandotte Police Department, 2015 Biddle Avenue, 2nd Floor Training Room, Wyandotte, Michigan 48192.

Adjournment

There being no further business to discuss the meeting adjourned at 6:00 p.m.

FIRE FIGHTER'S CIVIL SERVICE COMMISSION
OF THE CITY OF WYANDOTTE

Rodney G. Baker, President



RGB:dh

WYANDOTTE RECREATION COMMISSION

A meeting of the Wyandotte Recreation Commission was called to order on Tuesday, October 8, 2012, at 7:30 pm in the Harold Popp Warming Room at the Benjamin F. Yack Center.

Members Present:
President Ken Prygoski
Secretary Merritt
Commissioner Ed Ronco
Commissioner Lori Shiels

Also Present:
Sup't of Recreation Justin N. Lanagan

Persons in the Audience:
None

Secretary Merritt stated during roll call that Vice President Loya and Recreation Technician Theresa Jamula have been excused.

President Prygoski stated at 7:35 p.m. that Commissioner Shiels is present.

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

CORRESPONDENCE:

A card was received from the Wyandot Anderdon Nation, the Wyandotte section of the Wyandotte Indian Tribe thanking Superintendent Lanagan for use of BASF Park.

A letter was received from the Annual Veterans Gala thanking Superintendent Lanagan for use of the stage for their event.

A letter was received from the AYSO board of directors thanking Superintendent Lanagan for making an appearance at the AYSO sign dedication ceremony and meeting with AYSO Board Members.

INTERDEPARTMENTAL:

None

COUNCIL RESOLUTIONS:

Council Resolution dated October 1, 2013 granting permission to Saint Vincent Pallotti for use of the Benjamin Yack Arena for their annual Spring Fling Festival.

Council Resolution dated October 1, 2013 granting approval for the SMART Municipal & Community Credit Contract for FY14.

Council Resolution dated October 1, 2013 granting approval for G.V Cement Company to apply concrete sealant with silica sand to the basketball courts at Memorial Park and Pulaski Park.

REPORTS AND MINUTES:

Account Breakdowns – 9-4-13, 9-18-13

Tele-Care Report – September 2013

Senior Van Report – September 2013
Golf Course Report – September 2013
Arena Revenue Report – September 2013

- Superintendent Lanagan stated this was the second best September on record for Wyandotte Shores Golf Course revenue. Superintendent Lanagan also stated the final report from finance showed a \$3000.00 shortfall of projective revenue goals. Without factoring in depreciation, the golf course made approximately \$12,000. When asked how is this possible (despite not meeting projected goals), Superintendent Lanagan stated that some expenses were less than projected (part time salaries, beer expenses, heating, etc.). If you include depreciation, the golf course lost roughly \$90,000.00. The cost of Davey Golf contract is included in total figures.
- President Prygoski stated Superintendent Lanagan will discuss raising rates at Wyandotte Shores Golf Course. Raise cart rates by \$1.00. At least \$3.00 increase on cart for 18 holes. \$1.00 increase per round of golf.
- Superintendent Lanagan stated year end Yack Arena report showed \$12,000.00 increase in revenue from year end 2012.

SPECIAL ORDER

Superintendent Lanagan addressed the following with the Commission:

- Superintendent Lanagan stated that several patrons have inquired about open skating season passes. Superintendent Lanagan informed the Commission that he inquired about season passes at Southgate and Trenton. Southgate does not offer season passes and Trenton does not sell many if any at all. Trenton's Superintendent, Mr. Beaker stated they sell punch cards for open skating. Buy 10 open skating sessions and you receive a discount. President Prygoski suggested 10 open skating sessions and 11th one free. Superintendent Lanagan will make decision on either discounted punch card or 11th skating session free.
- Horse shoe pits at Bishop Park. Mark LaDuke called Superintendent Lanagan about horse shoe pits at Bishop Park. Superintendent Lanagan informed Mr. LaDuke that Bishop Park was one of our most popular parks also with the underground irrigation system, that it may not be possible to install horse shoe pits. President Prygoski suggested horse shoe pits at BASF Waterfront Park. Superintendent Lanagan stated that anchored stakes may pose liability at events that take place at BASF Waterfront Park and he would inquire on permanent stakes and non-permanent stakes. President Prygoski suggested Superintendent Lanagan look into the cost of how much pits and stakes will be and report at future meeting.
- Superintendent Lanagan stated a gentleman inquired about diaper changing stations at the Bishop Park bathrooms. Superintendent Lanagan expressed concerns about vandalism. President Prygoski asked about indestructible stations. Superintendent Lanagan stated that everything can be vandalized and is hesitant on installing them. President Prygoski tabled discussion on Bishop Park diaper changing station until we secure a lessee for next season.
- Superintendent Lanagan stated Mr. Kieronski, Manager of Wyandotte Shores Golf Course would like to change lobby into a lounge area. Have couches, flat screen TV on the wall. President Prygoski stated the downside to having a lounge area is open building, people come and go. Large glass windows will entice the wrong people during closed business

hours. Commissioner Ronco stated groups use the lobby area for eating and would rather have another table with chairs in the lobby. President Prygoski stated the carpet in the pro shop has been there 18 years and suggested it be replaced one day.

- Superintendent Lanagan stated he is taking suggestions on the Master plan for 2014-2018. Final plan is due January 2014. Secretary Merritt suggested outdoor Basketball league and inquired about volleyball league. Superintendent Lanagan stated there is an Independent volleyball league established at BASF Waterfront Park on Monday nights. Superintendent Lanagan also stated the importance of the Master Plan in the assistance of securing funding for future projects.
- Superintendent Lanagan inquired about staging prices. Asked Commission what do you suggest? A prior event wanted staging and was offered \$20.00 a section and the business refused. Symon Rental rents staging at \$50.00 a section. Commission stated \$25.00 per section. Motion was seconded by Secretary Merritt, motion unanimously passed.
- Superintendent Lanagan stated the RHS Cross Country team is looking for a venue to host the News Herald cross country meet, mid to late October 2014. The event will start at 7 a.m. and run to approximately 1:30 p.m. Superintendent Lanagan verified with Davey that it would be acceptable for the cross country teams to run the golf course. Teams must stay off the greens and tees, can run the fairways. President Prygoski suggested a time of 7 a.m.- 12:30 p.m. at \$200.00. Superintendent Lanagan stated it is still early and there are many questions regarding if the time included clean up and exactly what time the event would start and finish. Superintendent Lanagan also stated he will invite David Lustig, RHS Cross Country Coach to a future Commission meeting to answer questions and discuss the Cross County News Herald Event. President Prygoski tabled discussion until David can attend a future Commission Meeting.
- Superintendent Lanagan stated the young gentleman from Novi that ran Round up at the Rink last season is looking to host again during the 2013-2014 season. All proceeds from rounding up would go to the Make a Wish Foundation. Last season he raised \$2854.23 for the Make a Wish Foundation from soliciting many ice arenas in South Eastern Michigan.
- Superintendent Lanagan stated that Theresa Jamula has officially announced her retirement. Her last official day will be November 8, 2013. Superintendent Lanagan stated we will host Theresa a luncheon party on October 30, 2013 from 11:30 a.m.-12:30 p.m.

There being no further business to discuss, a motion was made by President Prygoski and supported by Commissioner Ronco to adjourn the meeting at 8:11 pm.

Minutes Prepared by
Aimee Garbin
Aimee Garbin
Recreation Secretary

Authorized by
Justin Lanagan
Justin Lanagan
Superintendent of Recreation

Wyandotte Recreation Commission Meetings 2nd Tuesday @ 7:30 pm @ Yack Arena

November 12, 2013
December 10, 2013

City of Wyandotte
PLANNING COMMISSION
Minutes of the Thursday, October 17, 2013, Meeting
MINUTES AS RECORDED

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

COMMISSIONERS PRESENT: Adamczyk, Benson, Booms, Duran, Krimmel, Parker, Pasko, Tavernier

COMMISSIONERS EXCUSED: Lupo

ALSO PRESENT: Charles Leman
Kelly Roberts, Recording Secretary

COMMUNICATIONS:

MOTION BY COMMISSIONER PASKO, supported by Commissioner Benson to receive and place on file all communications. MOTION PASSED

APPROVAL OF THE MINUTES OF THE PREVIOUS MEETING:

MOTION BY COMMISSIONER PASKO, supported by Commissioner Benson to approve the minutes of the Meeting of September 19, 2013. MOTION PASSED.

OLD BUSINESS:

None

NEW BUSINESS:

1. **PUBLIC HEARING** - Request from the City of Wyandotte to amend Article XXI-Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Notes to Section 2100 shall be amended to read as follows:
 - Section 2100 Eliminate footnote (a) under maximum height of structure from all districts.
 - Notes to Section 2100 eliminate footnote (a).

MOTION BY COMMISSIONER DURAN, supported by Commissioner Tavernier to approve the changes to the City of Wyandotte Zoning Ordinance, Article XXI-Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Notes to Section 2100

YES: Adamczyk, Benson, Booms, Duran, Krimmel, Parker, Pasko, Tavernier

NO: None

ABSENT: Lupo

MOTION PASSED

2. **Public Hearing** – Request from Ghazwan Atto (Owner) and Louis DesRosiers, DesRosiers Architects (appellant) to amend the approved PD Plan for the property at 2300 Biddle Avenue, Wyandotte, Michigan. Owner is requesting to relocate the transformer, dumpster and generator. The property is located in a PD District

MOTION BY COMMISSIONER BOOMS, Supported by Commissioner Benson

WHEREAS, on September 17, 2013, the Planning Commission of the City of Wyandotte received a request from DesRosiers Architects to revise the approved Stage II Final Site Plan for the medical/office at 2300 Biddle. DesRosiers Architects is requesting to move the location of the dumpster, transformer and generator; AND

WHEREAS, on October 17, 2013, the Planning Commission held the required public hearing to hear comments and concerns; AND

WHEREAS, the revised Plans submitted by DesRosiers Architects consisting of pages SP-100 and SP-101 dated September 17, 2013, indicating the new location of the dumpster, transformer and generator and landscape plan page L-1; AND

NOW THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF WYANDOTTE, to recommend to the City Council that the request to changes to Stage II Final Site Plan for the location of the dumpster, transformer and generator at 2300 Biddle Avenue be accepted and approved subject to the following:

1. All work to be completed in accordance with revised plans SP-100, SP-101 and L-1.
2. The height of the screening around the generator to be a minimum of 8 feet tall.
3. The future generator is approved provided an additional three (3) parking spaces are provided. These parking spaces may be provided as shared parking with Henry Ford/Wyandotte Hospital on property to the south.

YES: Adamczyk, Benson, Booms, Duran, Krimmel, Parker, Pasko, Tavernier

NO: None

ABSENT: Lupo

MOTION PASSED

PERSONS IN THE AUDIENCE:

No persons in audience.

SPECIAL ORDER:

None

BILLS AND ACCOUNT:

MOTION BY COMMISSIONER PASKO, supported by Commissioner Parker to:

Pay Beckett & Raeder for Planning Consultant fee for October in the amount of \$700.00

Hours for Secretarial Services: 09/07/13 – 10/03/13 10.50 Total Hours

YES: Adamczyk, Benson, Booms, Duran, Krimmel, Parker, Pasko, Tavenier

NO: None

ABSENT: Lupo

MOTION PASSED

MOTION TO ADJOURN:

MOTION BY COMMISSIONER LUPO, supported by Commissioner Benson to adjourn the meeting at 7:05 p.m.

PUBLIC HEARING - Request from the City of Wyandotte to amend Article XXI-Schedule of Regulations, Section 2100 Limiting height, bulk, density and area by land use; Notes to Section 2100

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

Mr. Leman indicated that the changes were supposed to be changed when the City adopted the new Sign Ordinance and it was missed.

Chairperson Krimmel asked if there was anyone else present who wishes to speak about this public hearing.

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

No communications were received regarding this hearing.

Public Hearing – Request from Ghazwan Atto (Owner) and Louis DesRosiers, DesRosiers Architects (appellant) to amend the approved PD Plan for the property at 2300 Biddle Avenue, Wyandotte, Michigan. Owner is requesting to relocate the transformer, dumpster and generator. The property is located in a PD District

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

Commissioner Benson indicated to the Commission that Dr. Atto was his physician and asked if the Commission had any objections to him voting on this public hearing.

Commissioner Booms asked if Commissioner Benson had any financial interest in Dr. Atto or this project.

Commissioner Benson stated no financial interested in either.

The Commission had no conflict with Commissioner Benson voting on this hearing.

Commissioner Pasko read the communications from the City Engineer and from the Architects.

Mike Yager, Architect representing Dr. Atto.

Mr. Yager reviewed the plans submitted to the Commission. Mr. Yager indicated that it is their intent to run the underground now before the concrete is poured. Mr. Yager indicated that he was not sure when the transformers would be installed if ever, but this is the time to do the underground. Mr. Yager indicated that there would be an 8 foot tall wall with Abbreviate around the unit. Mr. Yager indicated that the wall would be the same brick as the building.

Commissioner Benson asked if there was a wall there now.

Mr. Yager indicated no. Mr. Yager indicated that they would be putting in footings for the transformer pad and in the future it would be all ready.

Mr. Leman asked where would the 3 parking spaces that they are losing for the transformer come from.

Mr. Yager indicated that they would approach the Hospital to increase the parking spaces or they are trying to acquire additional property for parking. Mr. Yager indicated that they would not put in the transformer unless they had the additional 3 parking spaces.

Commissioner Tavernier asked if the generator would be gas or diesel.

Mr. Yager indicated it would be natural gas.

Mr. Robin Peters, 98 Mulberry, Wyandotte.

Planning Commission
Meeting October 17, 2013

Mr. Peters indicated that he is concerned about the parking on Mulberry Street and asked if 2 hour parking signs could be installed.

Chairperson Krimmel indicated that would be a Police Department or Council issue.

Mr. Peters indicated that he has no issues with the proposed changes, just the parking.

Chairperson Krimmel asked if there was anyone else present who wishes to speak about this public hearing.

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

One (1) communication was received regarding this hearing.
