

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, NOVEMBER 11th, 2013, 7:00 PM  
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE TED MICIURA JR.

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

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

1. Communication from the Downtown Development Director and the City Engineer regarding Tree replacement for the DDA District.
2. Communication from the Special Events Coordinator regarding Carriage Rental for the Christmas Parade to take place on Saturday, November 16, 2013
3. Communication from the Director of Information Technology regarding BS & A Municipal Management Software.
4. Communication from the Power Systems Supervising Engineer regarding the request to purchase Hand Held Meter Reading Units-Badger Units.

5. Communication from the Power Systems Supervising Engineer relative to the purchase of AMR Hand Held Transmitter/Receiver Units-Aclara Units.

6. Communication from the Superintendent of Telecommunications regarding the uninterruptable power supply purchase request.

7. Communication from the City Administrator submitting a Status Report-Collaboration of Fire and Emergency Medical Services with the City of Southgate.

CITIZENS PARTICIPATION:

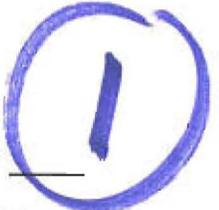
FINAL READING OF AN ORDINANCE:

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

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	October 31, 2013	\$6,879.31
Municipal Service Commission	October 23, 2013	

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION



MEETING DATE: November 11, 2013

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

**ITEM: Tree Replacement for the DDA District**

**PRESENTER:** Natalie Rankine, Downtown Development Director & Mark Kowalewski, City Engineer

*NRR 10/11/13*  
*Mark Kowalewski 11-6-13*

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

**BACKGROUND:** Approximately two (2) years ago, Imprelis was applied to some City properties that included the DDA district. In doing so, an active ingredient caused injury to Honey Locust trees. A settlement ensued allowing for replacement trees. The City received \$57,947.50 from Dupont in a settlement for the damage cause by their product. The City has already replaced trees at 3200 Biddle site. Attached is a tree survey indicating dying trees in the DDA district. This request is to remove and replace the identified trees.

**STRATEGIC PLAN/GOALS:** We are committed to enhancing the community's quality of life by creating visually attractive gateways into the downtown and the city on major roads and avenues.

**ACTION REQUESTED:** The undersigned recommends extending the contracts for G's Trees, Lincoln Park, Michigan and Margolis Companies, Ypsilanti, Michigan in the Lump Sum amount of \$7,850.00 for Tree Replacement in the DDA area.

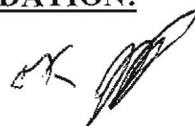
**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Account # 101-000-257-098

**IMPLEMENTATION PLAN:** Execute contracts and plant trees.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Draydali*

**LEGAL COUNSEL'S RECOMMENDATION:**

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

**LIST OF ATTACHMENTS:** DDA District Tree Survey

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: November 11, 2013

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

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte City Engineer and DDA Director in the following resolution;

To Extend the contracts for Tree Removal to G's Trees Lincoln Park, MI in the amount of \$3,190.00 & Tree Planting to Margolis Companies, Ypsilanti, MI in the amount of \$4,660.00 for a lump sum of \$7,850.00 from account # 101-000-257-098.

I move the adoption of the foregoing resolution.

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

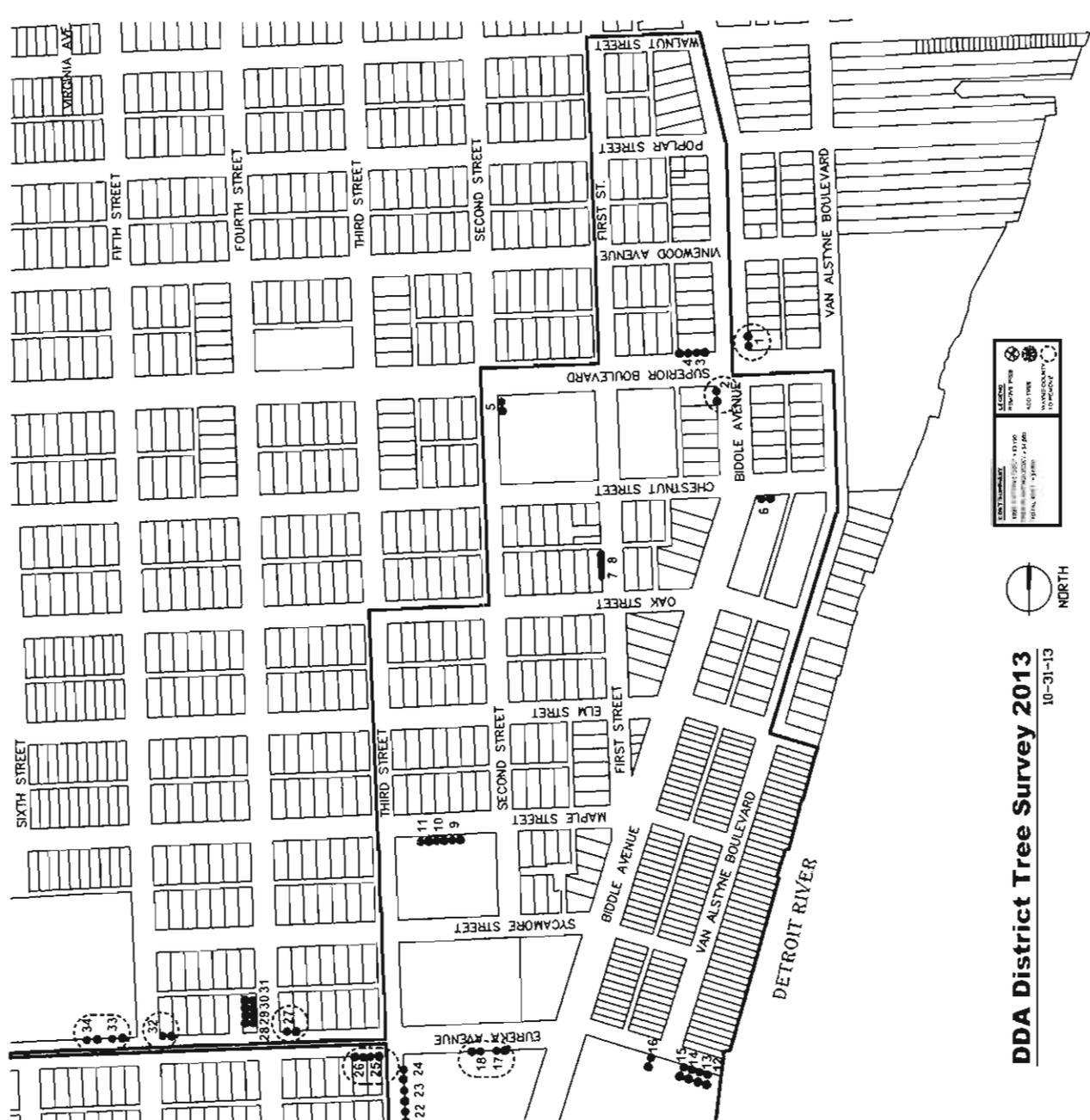
Supported by Councilman \_\_\_\_\_

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura, Jr.  
Sabuda  
Schultz  
Stec



**CITY OF DETROIT**  
 1000 Woodward Ave., 48226  
 313.224.2300  
 1000 Woodward Ave., 48226  
 313.224.2300

**LICENSE**  
 1000 Woodward Ave., 48226  
 313.224.2300



**DDA District Tree Survey 2013**  
 10-31-13

**DDA TREE REMOVAL & PLANTING SUMMARY**

Item	Location	Action Required	Tree Species	Quantity	Caliper	Cost	Tree Replacement	Sub-Total
1	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
2	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
3	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
4	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
5	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
6	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
7	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
8	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
9	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
10	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
11	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
12	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
13	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
14	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
15	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
16	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
17	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
18	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
19	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
20	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
21	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
22	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
23	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
24	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
25	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
26	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
27	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
28	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
29	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
30	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
31	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
32	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
33	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
34	10000 Sycamore St	Plant 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Plant 10000 Sycamore St	\$150.00
35	10000 Sycamore St	Remove 10000 Sycamore St	10000 Sycamore St	1	12"	\$150.00	Remove 10000 Sycamore St	\$150.00
<b>TOTAL</b>								<b>\$4,600.00</b>
<b>Grand Total</b>								<b>\$7,800.00</b>

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

2

**MEETING DATE:** November 4th, 2013

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

**ITEM:** Ann Arbor Carriage Rental for Christmas Parade

**PRESENTER:** Heather A. Thiede, Special Event Coordinator

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

**BACKGROUND:** As you are aware, the Special Event Office is in the process of organizing the Christmas Parade scheduled for November 16<sup>th</sup> 2013. We are seeking your approval to contract with Ann Arbor Carriage Company for the use of the horse drawn carriage to transport the Grand Parade Marshall through the parade route.

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

**ACTION REQUESTED:** Please take this agreement into consideration, as your approval and subsequent signing will allow us to continue planning this celebratory event.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:**

**\$550 – Christmas Parade Expense Account – 285-225-925-730-825**

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Dunphy*

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

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

**LIST OF ATTACHMENTS**

Ann Arbor Carriage Agreement

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: November 4<sup>th</sup> 2013

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

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

A Resolution authorizing the approval of the Ann Arbor Carriage rental agreement and that the Mayor and City Clerk be and hereby are directed to indorse said agreement and forward to the Special Events Coordinator.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

70th Christmas Parade

Service: Horse-drawn carriage decorated for the holidays

Date: November 16, 2013 Saturday

Time: 9:45 AM till end of parade

INVOICE

\$550.00 due now to hold date

\$00.00 no transportation fee

Mail to: Ann Arbor Carriage  
P.O. Box 263  
Whitmore Lake, MI 48489

Thank you, Denise M. Kubin

NOTE: Sign and send back

Cell number for the day of event: \_\_\_\_\_

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Signature

Date

Any unforeseeable circumstances that arise, Ann Arbor Carriage has sole preference in determining responsible decision. We reserve the right to cancel services at any time. Due to the nature of the business, we have the right and the option to substitute carriages, companies, driver (s) and horses at our own discretion. Ann Arbor Carriage will not be responsible for any loss sales, project sales or advertising cost due to unforeseen emergencies that could arise. Animals have unique behavior and mind-set. Discrepancies while working with horses/farm life can happen. All changes of times or a date has to be made in person byphone: we can't count on emails, texts and voice mail

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

3

MEETING DATE: November 11, 2013

AGENDA ITEM #

**ITEM: Purchase Approval – BS&A Municipal Management Software**

**PRESENTER:** David Fuller, Director of Information Technology

**BACKGROUND:** The current municipal management software that includes financial management and assessing and property tax functionality is a legacy system from 1995. Implementing a new system will allow the city to realize productivity gains in process improvement, enhanced functionality, reduced training times, simpler knowledge transfer, and focused reporting. BS&A is a recognized leader in software solutions and is used by numerous Michigan municipalities and Wayne County allowing for peer best practice standards to be utilized.

**STRATEGIC PLAN/GOALS:** “To excel technologically and to be financially responsible; to encourage and respect citizen participation and provide transparency in all city matters; to comply with and enforce all the requirements of our laws and regulations”

**ACTION REQUESTED:** Authorize Mayor and City Clerk to sign Master Agreement and all supporting agreements with BS&A Software.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Cost of system implementation will be \$443,390.00 with annual support costs of \$44,300.00 starting in the second year. Existing funds budgeted for extant system maintenance agreement and other document scanning activities will be used to pay for the system and maintenance. Typical BS&A implementations are paid in three annual installments but we have worked with the provider to allow for six annual installments so as to never exceed the costs of our current system - \$134,235.00 annually. Effectively, this will be a “no cost” conversion/purchase for the city. Starting with the sixth annual installment, there will be a significant savings realized through reduced maintenance agreement cost. Additionally, savings will be realized through eliminated proprietary hardware maintenance and lowered support hours.

**IMPLEMENTATION PLAN:** Upon receiving the signed agreement, BS&A and IT will develop an implementation plan with an anticipated deployment in March, 2014.

**CITY ADMINISTRATOR’S RECOMMENDATION:** Concur with recommendation. *Shuydal*

**LEGAL COUNSEL’S RECOMMENDATION:** Approved (verbal)

**MAYOR’S RECOMMENDATION:** Concur with recommendation. *AP*

**LIST OF ATTACHMENTS**

Wyandotte City Wayne - Proposal V2 103013  
Master agreement V3 110513  
Wyandotte City Wayne Co-AMG V2103013

Wyandotte City Wayne Co-IS PPH agreement V2 103013  
Wyandotte City Wayne Co-License Agreement V2 103013  
Wyandotte City Wayne Co-Support Agreements V2103013

RESOLUTION

Wyandotte, Michigan  
Date: November 11, 2013

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

BE IT RESOLVED by the City Council that Council Concurs with the Director of Information Technology to acquire and implement BS&A software for municipal management of the City of Wyandotte including the Department of Municipal Services and

Further, acknowledges that the acquisition of this new software will all for the retirement of the current municipal management system which was implemented in 1995 and

Further, acknowledges that, based on the structuring of the purchase payments and the cost of maintenance on the existing software system, this acquisition will result in no net increase to the City or the Department of Municipal services and

Further, authorizes the Mayor and City Clerk to sign a Master Agreement and all supporting agreements with BS&A Software.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

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

Proposal for Software and Services, Presented to...

City of Wyandotte, Wayne County MI

October 10, 2013

Quoted by: Steve Rennell



*Thank you for the opportunity to quote our software and services.*

*At BS&A, we are focused on delivering unparalleled service, solutions, support, and customer satisfaction. You'll see this in our literature, but it's not just a marketing strategy... it's a mindset deeply embedded in our DNA. Our goal is to provide such remarkable customer service that our customers feel compelled to remark about it.*

*We are extremely proud of the many long-term customer relationships we have built. Our success is directly correlated with putting the customer first and consistently choosing to **listen**. Delivering unparalleled customer service is the foundation of our company.*

## Contents

*Please return all pages, retaining a copy for your records.*

Cost Summary; Totals.....	3, 4, 5, 6
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Optional Items.....	8
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Contact Information.....	10, 11

## Attachments

*Please retain for your records.*

Hardware Requirements  
SQL Server Pricing

## Cost Summary

Application and Annual Service Fee prices based on an approximate parcel count of 12,756. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

~~Prices subject to change if the actual count is significantly different than the estimated count.~~

### Applications, New Purchase

Special Assessment .NET	\$5,495
Delinquent Personal Property .NET	\$3,495
Building Department .NET	\$21,240
Building Department AccessMyGov (Online Permit Application & Inspection Scheduling)	\$5,310
Internet Services (Pay-Per-Hit Model)	\$0
General Ledger .NET	\$10,795
Accounts Payable .NET	\$9,175
Cash Receipting .NET	\$9,175
Payroll .NET	\$11,875
Human Resources .NET	\$10,795
Timesheets .NET	\$6,585
Purchase Order .NET	\$9,175
Miscellaneous Receivables .NET	\$9,175
Fixed Assets .NET	\$9,175
Work Orders .NET	\$9,175
Inventory Management .NET	\$9,175
Utility Billing .NET	\$42,955
Citizen Request for Action .NET	\$7,565
Tax .NET	\$9,750
	Subtotal \$200,085

## Customization

Utility Billing	\$15,000
Custom payment import/lock box import	\$2,500
Subtotal	\$17,500

## Data Conversions

Convert existing HTE data to BS&A format:

Special Assessment	\$4,500
Delinquent Personal Property	\$3,000
Building Department	\$18,055
Payroll & Human Resources	\$23,100
General Ledger & Inventory	\$15,000
Accounts Payable & Purchasing	\$21,250
Cash Receipting	\$6,000
Miscellaneous Receivables	\$12,500
Fixed Assets	\$10,000
Utility Billing	\$32,400
Tax – 2 years history data	\$8,000
Subtotal	\$153,805

## Implementation and Project Management

### Services include:

- Analyzing customer processes to ensure all critical components are addressed
- Creating and managing the project schedule in accordance with the customer's existing processes and needs
- Providing a central contact between the customer project leaders, developers, trainers, IT staff, and other resources required throughout the transition period
- Coordinating and/or performing data extractions necessary for both testing and final conversions
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements
- Testing and reviewing converted data

\$28,350

## Software Setup/On-Site Implementation

- The first day the trainer is on-site, they will be focused on finalizing the implementation process and initial software setup. Training on the software is not planned for this day. Software setup/on-site implementation includes:
  - ˘ setting up user and user security rights for each application
  - ˘ modifying the custom settings in each application to fit the needs of the customer
  - ˘ setting up application integration and workflow methods
  - ˘ onsite verification of converted data for balancing and auditing purposes

Days: 6

\$6,600

Questions? Please call Steve Rennell at (855) 272-7638 or email [srennell@bsasoftware.com](mailto:srennell@bsasoftware.com)

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**Prices good for a period of 90 days from date on quote**

## Training

- \$1,100/day
- Days quoted are estimates; you are billed for actual days used

Special Assessment .NET	Days: 1		<b>\$1,100</b>
Delinquent Personal Property .NET	Days: 1		<b>\$1,100</b>
Building Department .NET	Days: 5		<b>\$5,500</b>
General Ledger .NET	Days: 3		<b>\$3,300</b>
Accounts Payable .NET	Days: 2		<b>\$2,200</b>
Cash Receipting .NET	Days: 2		<b>\$2,200</b>
Payroll .NET	Days: 5		<b>\$5,500</b>
Human Resources .NET	Days: 3		<b>\$3,300</b>
Timesheets .NET	Days: 2		<b>\$2,200</b>
Purchase Order .NET	Days: 2		<b>\$2,200</b>
Miscellaneous Receivables .NET	Days: 2		<b>\$2,200</b>
Fixed Assets .NET	Days: 1		<b>\$1,100</b>
Work Orders .NET	Days: 5		<b>\$5,500</b>
Inventory Management .NET	Days: 3		<b>\$3,300</b>
Utility Billing	Days: 20		<b>\$22,000</b>
Citizen Request for Action	Days: 1		<b>\$1,100</b>
Tax .NET	Days: 1		<b>\$1,100</b>
	Total: 59	Subtotal	<b>\$64,900</b>

## Cost Totals

*Not including Annual Service Fees*

Applications	\$200,085
Discount on Software Applications	-\$14,005
Customization	\$17,500
Data Conversions	\$153,805
Discount on Data Conversions	-13,845
Implementation and Project Management	\$28,350
Software Setup/On-Site Implementation	\$6,600
Training	\$64,900

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<b>Total Proposed</b>	<b>\$443,390</b>
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<b>Travel Expenses</b>	<b>\$4,785</b>
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<b>Grand Total (with Travel Expenses)</b>	<b>\$448,175</b>
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## Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

Special Assessment .NET	\$1,100
Delinquent Personal Property .NET	\$700
Building Department .NET	\$4,250
Building Department AccessMyGov	\$5,310
Internet Services (Pay-Per-Hit Model)	\$0
General Ledger .NET	\$2,160
Accounts Payable .NET	\$1,840
Cash Receipting .NET	\$1,840
Payroll .NET	\$2,380
Human Resources .NET	\$2,160
Timesheets .NET	\$1,320
Purchase Order .NET	\$1,840
Miscellaneous Receivables .NET	\$1,840
Fixed Assets .NET	\$1,840
Work Orders .NET	\$1,840
Inventory Management .NET	\$1,840
Utility Billing .NET	\$8,590
Citizen Request for Action .NET	\$1,510
Tax .NET	\$1,950
<b>Total Annual Service, New Purchases</b>	<b>\$44,310</b>

## Optional Item(s)

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### Cash Receipting Hardware

			Quantity		Cost
Epson Series Receipt Printer*	\$700	x	___	=	\$_____
APG Cash Drawer**	\$200	x	___	=	\$_____
ImageTeam 2800 Handheld Linear Barcode Scanner	\$250	x	___	=	\$_____

This will add \$\_\_\_\_\_ to the Total Proposed.

*\*IMPORTANT. The receipt printer must be plugged into the USB port on one workstation (not your server). This printer is not to be shared with other workstations. If more than one workstation will be used for receipting, please consider purchasing more than one receipt printer. Ithaca receipt printers are not compatible with Vista or Windows 7. The Epson Series replaces the Ithaca brand and is fully compatible with those operating systems.*

*\*\*If using a previously-purchased receipt printer with the APG Cash Drawer, which brand will be used with the drawer?  
\_\_\_Epson \_\_\_Ithaca \_\_\_Other (please specify)\_\_\_\_\_*

Please provide the number of cash drawers that will be hooked up to the printer\_\_\_\_\_

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### Program Customization

BS&A strives to provide a flexible solution that can be tailored to each municipality's needs. However, in some cases, custom work may be required. Typical examples include:

- ˘ custom payment import/lock box import
- ˘ custom OCR scan-line
- ˘ custom journal export to an outside accounting system
- ˘ custom reports

If you require any custom work, please let us know so that we can better understand the scope of your request and include that in a separate proposal.

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### Additional Training - Building Department Report Designer

Most of our Building Department customers heavily use our Report Designer, which is included free with the program. Report Designer Training is not included in the training quoted on this proposal and is highly recommended. You may attend a class at our office in Bath Township, or we can train at your location. Report Designer Training is typically completed in one day.

Please check the option you are interested in. Report Designer Training will be scheduled after successful implementation and training of your Building Department software.

\_\_\_ Classroom training, \$195/person/day

\_\_\_ On-site training (unlimited attendees), excluding travel, \$1,100/day

## MASTER AGREEMENT

This Municipal Software Agreement ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Wyandotte, having its principal municipal office at 3200 Biddle Avenue, Wyandotte, MI (hereinafter "CITY"), and Bellefeul, Szur & Associates having its principal office at 14965 Abbey Lane, Bath, MI (hereinafter "BS&A"), provides as follows:

### Definitions

1. "Proposal for Software & Services Document" or "Proposal" refers to a BS&A proposal document dated, October 11, 2013.
2. "Licensing Agreement for BS&A Software .NET Programs" or "License Agreement" refers to the BS&A software licensing agreement.
3. "Support Agreements for BS&A Software" or "Support Agreement" refers to the BS&A agreement for annual support services.
4. "Service Agreement 'Pay Per Hit' Service Model for BS&A Internet Services/Access My Gov" or "Internet Services Agreement" refers to the BS&A agreement for on-line posting and bill payment.
5. "Service Agreement 'Annual Service Fee' Model for BS&A Internet Services/Access My Gov" or "Internet Services – Building Permits Agreement" refers to the agreement for on-line access to building permits and inspection registration.

### WITNESSETH:

**WHEREAS**, the CITY, through its Finance and IT Departments, desires a Municipal Software System for the CITY to be installed and configured on its behalf.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE RESPECTIVE AGREEMENTS AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:**

1. BS&A agrees to provide the labor and supplies necessary to provide the Municipal Software System services in accordance with the specifications contained in this Agreement, the Proposal for Software and Services, the License Agreement, the Support Agreement, the Internet Services Agreement and the Internet Services – Build Permits Agreement.
2. The CITY agrees to pay the BS&A for the services rendered pursuant to this Agreement in the amount of \$\_\_443,390\_\_\_\_\_ and \_\_00\_/100 Dollars as set forth in BS&A's Proposal for Software and Services dated October 11, 2013.
3. Software, Installation, configuration, training and conversion services will be invoiced as follows:

Installment #1	\$58,411	30 days after acceptance of this agreement
Installment #2	\$89,935	October 30, 2014
Installment #3	\$89,935	October 30, 2015
Installment #4	\$89,935	October 30, 2016
Installment #5	\$89,935	October 30, 2017
Installment #6	\$25,239	October 30, 2018

Payments are due within 30 days of receipt of invoice.

4. All software Licenses are issued exclusively to City of Wyandotte to be used only by the Licensee in support of the Financial Services needs of City of Wyandotte and Wyandotte Municipal Services of Wayne County of the State of Michigan.
5. BS&A and the CITY agree that BS&A is acting as an independent contractor with respect to the BS&A's role in providing services to the CITY pursuant to this Agreement, and as such, shall be liable for its own actions and neither the BS&A nor its employees shall be construed as employees of the CITY. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the CITY nor BS&A shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. BS&A shall not be considered entitled or eligible to participate in any benefits or privileges given or extended by the CITY, or be deemed an employee of the CITY for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the CITY.
6. BS&A acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. BS&A recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the CITY. Therefore, BS&A agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. BS&A shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The BS&A further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. BS&A agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by BS&A without the prior written consent of the CITY. Any attempt at assignment without prior written consent shall be void and of no effect.

10. BS&A agrees that neither it nor its subcontractors will 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 race, color, religion, national origin, age, sex, height, weight or marital status. BS&A shall inform the CITY of all claims or suits asserted against it by BS&A's employees who work pursuant to this Agreement. BS&A shall provide the CITY with periodic status reports concerning all such claims or suits, at intervals established by the CITY.
11. Any disputes arising under this Agreement shall be settled either by commencement of a suit in Oakland County Circuit Court or by compulsory arbitration, at the election of the CITY. BS&A shall notify the CITY of any dispute it has arising out of this Agreement and shall demand that the CITY elect whether the dispute is to be resolved by submitting it to compulsory arbitration or by commencement of a suit in Ingham County Circuit Court. The CITY shall make its election in writing within thirty (30) days from the receipt of such notice. In the event the CITY fails to make such an election, any dispute between the parties may be resolved by the filing of a suit in the Ingham County Circuit Court.
12. Travel expenses of \$4,785 will be billed as incurred.
13. BS&A offers a one-year guarantee on all software products. If at any time, during the first year after signing this agreement, the Licensee is unhappy with the performance of any software product, the Licensee can return the software for a full refund of the purchase price. Any of the modules listed in the Software License agreement can be returned for a credit of the amount listed in the Software License agreement. The maximum total dollar amount that can be returned for credit is equal to the total software licensing costs of \$186,080 as listed in the Software License agreement. Any payments made in year one will be applied towards data conversion and training costs. Any amount credited will be distributed evenly across the installments payments beginning in year 2 and subsequent years.

**IN WITNESS WHEREOF**, the said parties have caused this Agreement to be executed as of the date and year above written.

CITY OF Wyandotte, Mi

BS&A Software

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\_\_\_\_\_

Steve Rennell, Account Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Service Agreement “Annual Service Fee” Model for BS&A Internet Services/AccessMyGov Web Display and Service Application

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A SERVICE PROVIDED BY BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the “Corporation” and **City of Wyandotte, Wayne County**, State of Michigan, hereinafter referred to as the “Licensee”.

WITNESSETH:

Whereas the Corporation is the owner of the copyrighted internet application entitled BS&A Internet Services/Access MyGov [AMG] (the “Application”); and

Whereas the Licensee and the Corporation desire to enter into this service agreement in connection with the Application on the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. For a one year period commencing on the “Effective Date” as specified at the end of this agreement, as part of the Subscription Service, the Corporation shall provide:
  - a) **public access for data lookups** of Municipality data
  - b) **automated Inspection Scheduling** for Contractors and Taxpayers
  - c) a **Contractor Interface** for reviewing the status of permits
  - d) technical support for the municipality and end-users
  - e) program updates and new features that are added to the service

to the Licensee and its permitted users via the Internet, together with support during the Corporation’s normal business hours (the “Services”) for a fee of **\$5,310**.

Additionally, the Corporation shall provide:

- f) for **On-Line Permit application** submissions

to the Licensee and its permitted users via the Internet, together with support during the Corporation’s normal business hours (the “Services”) for the fee of \$2.00 per application submitted.

2. After the first year, BS&A Software reserves the right to increase the fee by no more than the cumulative yearly CPI. Annual service fees due after the January 31st in a given year, can be increased by the CPI for the preceding calendar year. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination. Written notice is required to be received by the Corporation within 30 days of issuance of the invoice for annual service. The City agrees that it is not entitled to any refund of fees paid under this agreement upon termination.
3. The purpose of this service is to:
  - a. Augment the dissemination of public information, not replace the opportunity for citizens and business professionals to obtain the same data in person for a nominal fee or no cost. It is understood that the Corporation is charging the Licensee a fee to cover various software maintenance and development

costs incurred by the Corporation along with providing users the convenience of accessing the data by way of remote computer, not for the data itself.

- b. Provide the Licensee the option to display data from various BS&A applications to the web, allowing for both internal and external access to data.
  - c. Allow the Licensee the flexibility to select what data, and service types, to display within the service.
4. This Agreement is not transferable or assignable by the Licensee without the prior consent of the Corporation.
5. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
6. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
7. It is agreed and understood that if the Licensee defaults in the performance of any of the terms of this agreement and fails to correct such default within 30 days after receipt of written notice from the Corporation, the Corporation shall have the right to terminate this Agreement.
8. Limitations.
  - a. Corporation will not be liable for any damages the Licensee or its users or customers may suffer arising out of acts of God, use or inability to use Corporation's Program or failure to provide the Services. In no event shall Corporation be liable for unauthorized access to the Licensee's transmission facilities or equipment or for unauthorized access to or alteration, theft or destruction of the Licensee's or its users' data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Corporation will not be liable for indirect, incidental, special or consequential damages for any lost property or data of the Licensee or its users or customers. Corporation's liability for damages to the Licensee or any user or customer for any cause whatsoever, regardless of form of action, including negligence, shall not exceed an amount equal to the price of the Services paid for by the Licensee for the twelve month period preceding the event which caused the damages or injury.
  - b. The Licensee and its users and customers are solely responsible for the content of the data hosted on the Program and any transmissions of any Licensee and any third party utilizing such Licensee's facilities or Corporation's facilities. Use of other organizations' network or computing resources are subject to their respective permission and usage policies. The Licensee, for itself and its users and customers, agrees to comply with all applicable laws with regard to the transmission and use of information and content, the privacy and confidentiality of all information and content, and solicitation of any activity that is prohibited by applicable law over the Internet. The Licensee, for itself and its users and customers, further agrees not to use the Internet service for illegal purposes, or to interfere with or disrupt other network users, network services or network equipment. The Licensee, for itself and its users and customers, shall be liable for and shall indemnify and defend Corporation from and against any claims in any way arising from or related to customer use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).
  - c. The Licensee, for itself and its users and customers, understands that Internet use, and related products and Programs provided under this Agreement, may require registration and related administrative reports which are public in nature.

- d. Failure by the Licensee, and, with respect to any user or customer, such user or customer, to comply with the terms of this Agreement will result in immediate termination of this Agreement, and the Licensee shall not be entitled to the return of any fees paid herewith.
  - e. The Licensee, for itself and its users and customers, agrees not to export or re-export (including by way of electronic transmission), directly or indirectly, any software or technical data through the Internet without first obtaining any required export license or governmental approval.
9. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the Licensee agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.

THE CORPORATION MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. THE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM OR THE SERVICES WILL MEET ANY OR ALL OF THE LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED.

THE CORPORATION SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE PROGRAM BY THE LICENSEE, USE OF THE PROGRAM BY ANY THIRD PARTY, OR ANY THIRD PARTY PERFORMANCE OR LACK THEREOF. FURTHERMORE THE CORPORATION HAS NO LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OR LACK THEREOF OF THE HOSTED AND DISPLAYED DATA PROVIDED BY THE LICENSEE. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THE CORPORATION SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SERVICES, THE PROGRAM, ANY THIRD PARTY PERFORMANCE OR LACK THEREOF OR CORPORATION'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

Representing Corporation:

Representing Licensee:

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\_\_\_\_\_

Date: **October 11, 2013**

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

Tax ID #: \_\_\_\_\_

# Service Agreement “Pay Per Hit” Service Model for BS&A Internet Services/AccessMyGov Web Display Application

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A SERVICE PROVIDED BY BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the “Corporation” and **City of Wyandotte, Wayne County**, State of Michigan, hereinafter referred to as the “Licensee”.

WITNESSETH:

Whereas the Corporation is the owner of the copyrighted internet application entitled BS&A Internet Services/AccessMyGov {AMG} (the “Application”); and

Whereas the Licensee, and the Corporation desire to enter into this service agreement in connection with the Application on the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. For a one year period commencing on the “Effective Date” as specified at the end of this agreement, the Corporation will display the data of the Licensee for access by the users via the Internet, together with support during the Corporation’s normal business hours (the “Services”).
2. The end-users will pay a per-hit convenience fee to retrieve data. There is no fee for the Municipality to use this system. The fees collected by the Corporation will be made via Credit Card and/or monthly invoices based on the program use of each end-user.
3. The purpose of this service is to:
  - a. Augment the dissemination of public information, not replace the opportunity for citizens and business professionals to obtain the same data in person for a nominal fee or no cost. It is understood that the Corporation is charging the Licensee a fee to cover various software maintenance and development costs incurred by the Corporation along with providing users the convenience of accessing the data by way of remote computer, not for the data itself.
  - b. Provide the Licensee the option to display data from various BS&A applications to the web, allowing for both internal and external access to data.
  - c. Allow the Licensee the flexibility to select what data to display within the service.
4. This agreement shall automatically renew for additional one-year terms unless either party provides the other with thirty days prior written notice of termination.
5. This Agreement is not transferable or assignable by the Licensee without the prior consent of the Corporation.
6. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
7. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.

8. It is agreed and understood that if the Licensee defaults in the performance of any of the terms of this agreement and fails to correct such default within 30 days after receipt of written notice from the Corporation, the Corporation shall have the right to terminate this Agreement. If the Corporation defaults in the performance of any of the terms of this agreement and fails to correct such default within 30 days after receipt of written notice from the Licensee, the Licensee shall have the right to terminate this Agreement as well. Written notice can be provided at any time by either party using certified US mail.
9. Limitations.
  - a. Corporation will not be liable for any damages the Licensee or its users or customers may suffer arising out of acts of God, use or inability to use Corporation's Program or failure to provide the Services. In no event shall Corporation be liable for unauthorized access to the Licensee's transmission facilities or equipment or for unauthorized access to or alteration, theft or destruction of the Licensee's or its users' data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Corporation will not be liable for indirect, incidental, special or consequential damages for any lost property or data of the Licensee or its users or customers. Corporation's liability for damages to the Licensee or any user or customer for any cause whatsoever, regardless of form of action, including negligence, shall not exceed an amount equal to the price of the Services paid for by the Licensee for the twelve month period preceding the event which caused the damages or injury.
  - b. The Licensee and its users and customers are solely responsible for the content of the data hosted on the Program and any transmissions of any Licensee and any third party utilizing such Licensee's facilities or Corporation's facilities. Use of other organizations' network or computing resources are subject to their respective permission and usage policies. The Licensee, for itself and its users and customers, agrees to comply with all applicable laws with regard to the transmission and use of information and content, the privacy and confidentiality of all information and content, and solicitation of any activity that is prohibited by applicable law over the Internet. The Licensee, for itself and its users and customers, further agrees not to use the Internet service for illegal purposes, or to interfere with or disrupt other network users, network services or network equipment. The Licensee, for itself and its users and customers, shall be liable for and shall indemnify and defend Corporation from and against any claims in any way arising from or related to customer use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of privacy, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).
  - c. The Licensee, for itself and its users and customers, understands that Internet use, and related products and Programs provided under this Agreement, may require registration and related administrative reports which are public in nature.
  - d. The Licensee, for itself and its users and customers, agrees not to export or re-export (including by way of electronic transmission), directly or indirectly, any software or technical data through the Internet without first obtaining any required export license or governmental approval.
10. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the Licensee agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Eastern District of Michigan.

THE CORPORATION MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. THE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM OR THE SERVICES WILL MEET ANY OR ALL OF THE LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED.

THE CORPORATION SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE PROGRAM BY THE LICENSEE, USE OF THE PROGRAM BY ANY THIRD PARTY, OR ANY THIRD PARTY PERFORMANCE OR LACK THEREOF. FURTHERMORE THE CORPORATION HAS NO LIABILITY OR RESPONSIBILITY FOR THE LICENSEE. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THE CORPORATION SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SERVICES, THE PROGRAM, ANY THIRD PARTY PERFORMANCE OR LACK THEREOF OR CORPORATION'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

Representing Corporation:

Representing Licensee:

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\_\_\_\_\_

Date: **October 11, 2013**

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

Tax ID #: \_\_\_\_\_

# Licensing Agreement for BS&A Software .NET Program(s)

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SPECIAL ASSESSMENT; DELINQUENT PERSONAL PROPERTY;  
BUILDING DEPARTMENT; BUILDING DEPARTMENT ACCESSMYGOV; GL/BUDGETING; ACCOUNTS PAYABLE;  
CASH RECEIPTING; PAYROLL; HUMAN RESOURCES;  
TIMESHEETS; MISCELLANEOUS RECEIVABLES; PURCHASE ORDER;  
FIXED ASSETS; WORK ORDER; INVENTORY MANAGEMENT; UTILITY BILLING;  
CITIZEN REQUEST FOR ACTION; TAX

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement (the "Agreement") is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Licensor" and **City of Wyandotte, Wayne County**, State of Michigan, hereinafter referred to as the "Licensee".

The "Effective Date" shall be the date stated at the end of this Agreement.

WITNESSETH:

WHEREAS the Licensor is the owner of the copyrighted Software Program(s), as defined above;

WHEREAS the Licensee desires to obtain a license from the Licensor for use of the Program(s) (also sometimes referred to as the "Software") and agrees to operate the Program(s) pursuant to the guidelines, terms and conditions set forth herein and in the accompanying User's Manual(s); and

WHEREAS the Licensor desires to license the Program(s) pursuant to the guidelines, terms, and conditions as set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. Upon the payment of the License Fees (listed below) by the Licensee...

Special Assessment	\$5,110
Delinquent Personal Property	\$3,250
Building Department	\$19,753
Building Department AccessMyGov	\$4,938
GL/Budgeting	\$10,039
Accounts Payable	\$8,533
Cash Receipting	\$8,533
Payroll	\$11,044
Human Resources	\$10,039
Timesheets	\$6,124
Purchase Order	\$8,533
Miscellaneous Receivables	\$8,533
Fixed Assets	\$8,533
Work Order	\$8,533
Inventory Management	\$8,533
Utility Billing	\$39,946

Citizen Request for Action	\$7,036
Tax .NET Software	\$9,070

...for a total of **\$186,080**, the Licensor grants perpetual, non-exclusive, non-transferrable license for the use of the Program(s) to the Licensee, subject to Licensee's compliance with the terms set forth in this Agreement. The Licensee is entitled to one copy of the Program(s). The above prices reflect the pricing indicated in the proposal document, with the \$14,005 discount spread proportionally across each application.

2. The Licensee may make copies and install the Program(s) on as many computers of the Licensee as the Licensee wishes, provided the Program(s) is only used within the Licensee's organization to assist with the needs of the Licensee and otherwise in accordance with this Agreement.
3. Neither the Program(s) (or any portion thereof) nor this Agreement is transferable or assignable by the Licensee without prior written consent of the Licensor. The Licensee will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer the Program(s) or any portion thereof without prior written consent of the Licensor.
4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
6. It is understood and agreed that if the Licensee defaults in the performance of any of the terms and fails to correct such default within 30 days after receipt of written notice from the Licensor, the Licensor shall have the right to terminate this Agreement and demand return of the Program(s) and all copies thereof. Upon such demand, the Licensee shall immediately stop using the Program(s) and return it to the Licensor together with all copies thereof and all other materials provided to the Licensee by the Licensor.
7. It is understood and agreed by both parties that the Program(s) is the property of the Licensor and the Licensor retains all rights therein.
8. This License is issued exclusively to **City of Wyandotte, Wayne County** to be used only by the Licensee in support of the needs of **City of Wyandotte, Wayne County** of the State of **Michigan** for which the Program(s) encompassed by this agreement have been licensed. For avoidance of doubt, any expanded use of the Program(s), for example, in the event of annexation or desired shared services with other Municipalities, shall require consent of Licensor and an amended agreement with additional licensing fees.
9. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
10. The Licensor warrants and represents that: (i) the Program(s) is substantially the same as and performs substantially in the same manner as demonstration versions, manuals, and Licensor's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the Program(s) shall be free of material defects in workmanship and materials. Any claim under this warranty must be made within one year from the Effective Date. LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS WARRANTY SHALL BE, AT LICENSEE'S OPTION, TO HAVE LICENSOR USE REASONABLE EFFORTS TO REPAIR OR REPLACE THE NON-CONFORMING PROGRAM(S) SO AS TO RENDER IT CONFORMING TO THE WARRANTY OR, IN THE EVENT THAT IS NOT POSSIBLE TO RENDER IT CONFORMING WITH REASONABLE EFFORTS, TO RECEIVE A REFUND OF THE AMOUNT PAID FOR THE PROGRAM(S).

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY,

MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. THE LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM(S) WILL MEET ANY OR ALL OF THE LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM(S) WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAMMING ERRORS IN THE PROGRAM(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

THE LICENSOR'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE PROGRAM(S) BY THE LICENSEE, ANY THIRD PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE ABSOLUTELY LIMITED TO THE PURCHASE PRICE FOR THE PROGRAM(S). NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE PROGRAM(S), ANY THIRD PARTY PERFORMANCE OR LACK THEREOF OR LICENSOR'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

11. The Licensee acknowledges that the Program(s) and other information relating thereto (including all customizations and modifications developed for the Licensee) disclosed to the Licensee pursuant to this Agreement (the "Proprietary Information") are owned by the Licensor and include trade secrets and other confidential and proprietary information of the Licensor, and the Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without the Licensor's prior written consent. Licensee shall safeguard the Proprietary Information to the same extent that it safeguards its own confidential materials or data, but in no event shall the standard implemented be less than industry standard Proprietary Information shall be used by Licensee solely as necessary in connection with the License and otherwise to fulfill its obligations under this Agreement. Licensee shall limit its dissemination of such Proprietary Information to persons within the Licensee's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. The obligation with regard to confidentiality hereunder shall not extend to any Proprietary Information which: (i) at the time of disclosure is in the public domain by publication or otherwise, through no fault of the Licensee; (ii) the Licensee can conclusively establish was properly in its possession prior to the time of disclosure to it; or (iii) is independently made available to the Licensee by a third party who has not violated a confidential relationship with the Licensor. Licensee may disclose Proprietary information to the extent it is required to be disclosed by legal process or under applicable law; provided that the Licensee uses reasonable efforts to timely inform the Licensor and permit the Licensor to attempt by appropriate legal means to limit such disclosure. The obligations set forth in this paragraph shall survive termination of the license granted herein.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Licensor and the Licensee agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.
13. U.S. Regulation and Government Rights.
  - a. The Program(s) is subject to export control laws applicable to Licensor's or Licensee's respective jurisdictions, including without limitation, the United States. Licensee acknowledges that the Program(s) is subject to all United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States and which prohibit export or diversion of certain products and technology to certain countries or individuals, including the Export Administration Act of 1979, as amended and/or any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, Bureau of Industry and Security. Licensee further acknowledges that the release of the Software to foreign nationals in the United States is a "deemed export" as that term is defined in the EAR and that

such release may be a violation of the EAR. Licensee represents and warrants that Licensee will comply in all respects with the export and re-export restrictions applicable to the Software and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time. Furthermore, Licensee represents and warrants that Licensee will not export (directly or indirectly), re-export, divert or transfer any software, or documentation, materials, items, technology, or technical data related to the Program(s) to any destination, company, or person restricted or prohibited by foregoing export laws and regulations. Licensee undertakes, among other obligations, to determine any export licensing requirements, to obtain any export license or other official authorization, and to carry out any Customs or other governmental formalities for the export of the Software.

- b. The Program(s) is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Program(s) by the U.S. Government shall be solely in accordance with the terms of this Agreement.

Representing Licensor:

Representing Licensee:

\_\_\_\_\_

\_\_\_\_\_

Date: **October 11, 2013**

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

Tax ID #: \_\_\_\_\_

# Support Agreement for BS&A Software .NET Programs

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SPECIAL ASSESSMENT; DELINQUENT PERSONAL PROPERTY;  
BUILDING DEPARTMENT; GL/BUDGETING; ACCOUNTS PAYABLE;  
CASH RECEIPTING; PAYROLL; HUMAN RESOURCES;  
TIMESHEETS; MISCELLANEOUS RECEIVABLES; PURCHASE ORDER;  
FIXED ASSETS; WORK ORDER; INVENTORY MANAGEMENT; UTILITY BILLING;  
CITIZEN REQUEST FOR ACTION; TAX

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement (the "Agreement") is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and **City of Wyandotte, Wayne County**, State of Michigan, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS the Licensor is the owner of the copyrighted Software Program(s) as defined below, which have been licensed to the City under a Licensing Agreement; and

WHEREAS the City and the Corporation desire to enter into this support agreement in connection with the Programs on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. For a one year period, commencing on the "Effective Date" as specified at the end of this document, the Corporation will provide at no charge to the City unlimited Program updates and technical support during the Corporation's normal business hours.
2. Commencing one year from the date of this agreement, Program updates and technical support during the Corporation's normal business hours shall be available to the City for a total fee of **\$39,000**, comprised of the following programs and related fees:

Special Assessment	\$1,100
Delinquent Personal Property	\$700
Building Department	\$4,250
General Ledger	\$2,160
Accounts Payable	\$1,840
Cash Receipting	\$1,840
Payroll	\$2,380
Human Resources	\$2,160
Timesheets	\$1,320
Purchase Order	\$1,840
Miscellaneous Receivables	\$1,840
Fixed Assets	\$1,840
Work Order	\$1,840
Inventory Management	\$1,840
Utility Billing	\$8,590
Citizen Request for Action	\$1,510

Tax.NET Software

\$1,950

The Corporation guarantees that the annual fee will not change for 2 years from the date of this agreement. After that date, the Corporation reserves the right to increase the fee by no more than the cumulative yearly CPI.

Annual support fees due after the January 31st in a given year, can be increased by the CPI for the preceding calendar year. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination. Written notice is required to be received by the Corporation within 30 days of issuance of the invoice for annual support. The City agrees that it is not entitled to any refund of fees paid under this agreement upon termination.

3. This Agreement is not transferable or assignable by the City without prior written consent of the Corporation.
4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
6. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the City agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.
8. The terms and conditions in the Licensing Agreement are incorporated into this Agreement by reference.
9. The Corporation will not be responsible for, and its performance under this Agreement will be automatically postponed as a result of, delays beyond the control of the Corporation.

Representing Licensor:

Representing City:

Date: **October 11, 2013**

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

Tax ID #: \_\_\_\_\_

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

4

MEETING DATE: November 11, 2013

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

**ITEM:** Request to Purchase Hand Held Meter Reading Units – Badger Units

**PRESENTER:** Charlene Hudson, Power Systems Supervising Engineer

**INDIVIDUALS IN ATTENDANCE:** Rod Lesko, General Manager

**BACKGROUND:** Wyandotte Municipal Services (WMS) currently uses Badger meter software and handhelds to locally communicate with electric and water meters to obtain billing data. These handhelds are utilized on meters that are not currently on our AMR system along with those that may experience communication issues through the power line carrier system. These handheld units are utilized in meter verification, data downloads and periodic audits of the entire system.

**STRATEGIC PLAN/GOALS:** The current handheld units are in desperate need of replacement due to age of existing equipment and technology/software advancements. The upgrade of these units and software improvements will allow WMS to increase productivity by having units that process data more effectively. New units have an expected useful life of 3 to 5 years.

**ACTION REQUESTED:** Receive and place on file the resolution and support concurring with the Wyandotte Municipal Service Commission's approval allowing Wyandotte Municipal Services to purchase six Ranger 3, ORION receiver Handhelds and upgrade our software package to READCENTER ANALYTICS+ at a total price of \$36,000 through Badger Meter as recommended by WMS Management.

**BUDGET IMPLICATIONS:** Budget is accounted for under approved capital budget as Substation Equipment

**IMPLEMENTATION PLAN:** Purchase and provide to Water and Electric Field Personnel.

**COMMISSION RECOMMENDATION:** Municipal Services Commission approved resolution # 10-2013-07 at regular meeting on October 23, 2013.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Duydal*

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

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

**LIST OF ATTACHMENTS**

- Signed Commission Resolution 10-2015-05

**MODEL RESOLUTION:** BE IT RESOLVED by the City Council to concur with the approval by the Wyandotte Municipal Services Commission for the purchase of six Ranger 3 ORION receiver Handhelds and upgrade of the corresponding software package to READCENTER ANALYTICS+ at a total price of \$ 36,000 through Badger Meter as recommended by WMS Management.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Stec  
Sabuda  
Fricke  
Galeski  
Schultz  
Miciura

RESOLUTION 10-2013-05

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE NEW HAND HELD UNITS AND SOFTWARE UPGRADES FOR METER READING DATA.

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

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

WHEREAS, Wyandotte Municipal Services (WMS) currently uses Badger meter software and handhelds to locally communicate with electric and water meters to obtain billing data and are utilized in meter verification and data downloads.

WHEREAS, the age of these Handheld units and software are such that they need replacement and upgrades

NOW, THEREFORE, BE IT RESOLVED by the Municipal Services Commission of the Municipality of Wyandotte, Michigan, that authorizes the General Manager to purchase six Ranger 3, ORION receiver Handhelds and upgrade our software package to READCENTER ANALYTICS+ at a total price of \$36,000 through Badger Meter.

I move for the adoption of the foregoing resolution.

MOTION by JERRY  
Commissioner \_\_\_\_\_

Supported by FRED  
Commissioner \_\_\_\_\_

YEAS  
✓  
✓  
✓  
✓  
✓

COMMISSIONER  
Figurski  
Sadowski  
Lupo  
Delisle  
Cole

NAYS

ADOPTED this

ATTEST:  
WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: James S. Figurski  
President

By: [Signature]  
Secretary

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

⑤

MEETING DATE: November 11, 2013

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

**ITEM:** AMR Hand Held Transmitter/Receiver Units – Aclara Units

**PRESENTER:** Charlene Hudson, Power Systems Supervising Engineer

**INDIVIDUALS IN ATTENDANCE:** Rod Lesko, General Manager

**BACKGROUND:** Wyandotte Municipal Services (WMS) currently uses power line carrier technology to obtain our automated meter readings. In order to communicate with these meters locally, we utilize hand held transmitter and receiver (HHTR) units. These HHTR units assist our Customer Service groups in the Electric and Water Departments in programming and troubleshooting of these meters.

**STRATEGIC PLAN/GOALS:** The current HHTR units are in need of replacement due to age of existing equipment and technology advancements. The upgrade of these units will allow WMS to keep current with changing meter and module technology. Units have an expected useful life of 3 to 5 years.

**ACTION REQUESTED:** Receive and place on file the resolution and support concurring with the Wyandotte Municipal Service Commission's approval allowing Wyandotte Municipal Services to purchase a total of 4 HHTR units at a total price of \$13,780 through Power Line Supply.

**BUDGET IMPLICATIONS:** Budget is accounted for under approved capital budget as Substation Equipment

**IMPLEMENTATION PLAN:** Purchase and provide to Water and Electric Field Personnel.

**COMMISSION RECOMMENDATION:** Municipal Services Commission approved resolution # 10-2013-06 at regular meeting on October 23, 2013.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shuydale*

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

**MAYOR'S RECOMMENDATION:** *ofm*

**LIST OF ATTACHMENTS**

- Signed Commission Resolution 10-2013-06

**MODEL RESOLUTION:** BE IT RESOLVED by the City Council to concur with the approval by the Wyandotte Municipal Services Commission for the purchase of four HHTR transmitter and receiver units at a total price of \$ 13,780 through Power Line Supply/HD Supply as recommended by WMS Management.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Stec  
Sabuda  
Fricke  
Galeski  
Schultz  
Miciura

RESOLUTION 10-2013-06

RESOLUTION AUTHORIZING THE GENERAL MANAGER TO PURCHASE HAND HELD TRANSMITTER AND RECEIVER UNITS

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

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

WHEREAS, Wyandotte Municipal Services (WMS) currently uses power line carrier technology to obtain our automated meter readings. In order to communicate with these meters locally, we utilize hand held transmitter and receiver (HHTR) units. These HHTR units assist our Customer Service groups in the Electric and Water Departments in programming and troubleshooting of these meters.

WHEREAS, the age of these HHTR units are such that these units need replacement

NOW, THEREFORE, BE IT RESOLVED by the Municipal Services Commission of the Municipality of Wyandotte, Michigan, that authorizes the General Manager to purchase a total of 4 HHTR units at a total price of \$13,780 through Power Line Supply/HD Supply.

I move for the adoption of the foregoing resolution.

MOTION by LESLIE  
Commissioner \_\_\_\_\_

Supported by MILICE  
Commissioner \_\_\_\_\_

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

ADOPTED this

ATTEST:  
WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: James S. Figurski  
President

By: [Signature]  
Secretary

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

6

MEETING DATE: November 11, 2013

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

**ITEM: Municipal Services – Uninterruptable Power Supply Purchase Request**

**PRESENTER:** Steve Timcoe, Superintendent Telecommunications

**INDIVIDUALS IN ATTENDANCE:** None

**BACKGROUND:** Wyandotte Municipal Services cable telecommunications head end utilizes a 16kVA Uninterruptable Power Supply (UPS) unit on line providing uninterruptable power and surge protection to the cable and telecommunications equipment at 3005 Biddle Avenue. The unit failed during a power surge (it did protect the equipment as designed) and is in need of replacement as recommended by WMS Management and approved by the Municipal Services Commission.

**STRATEGIC PLAN/GOALS:** Previously obtained recommendation on size, type & specs for replacement UPS for cable telecommunications head end and solicited competitive quotes for qualified unit. Upon final approval, proceed with purchasing of unit and subsequent installation.

**ACTION REQUESTED:** Concur with the resolution from the Wyandotte Municipal Service Commission approving the purchase and installation of a UPS as recommended by WMS Management.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** FY2013 Capital Budget for UPS was \$30,000 and was approved for carry over to FY2014 for the same amount. The cost of equipment and installation per competitive quotes is \$11,671.12. Difference +/- Budget vs. Actual is \$18,328.88. Account # 594-000-100-020-001 (Assets), Capital Project # 05HEH3

**IMPLEMENTATION PLAN:** Upon concurrence from Council, the UPS will be purchased and scheduled for installation to support and protect the head end cable and telecommunications equipment at 3005 Biddle.

**COMMISSION RECOMMENDATION:** UPS Purchase Request Resolution was approved by the Municipal Services Commission at the October 23, 2013 Municipal Services Commission meeting.

**CITY ADMINISTRATOR'S RECOMMENDATION:** *[Signature]*

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

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

**LIST OF ATTACHMENTS**

- Request for Commission Action and signed resolution approving UPS Purchase Request
- UPS competitive cost quotes for equipment – Summary

**MODEL RESOLUTION:**

Wyandotte, Michigan  
Date: November 11, 2013

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

A Resolution approving the purchase and installation of an Uninterruptable Power Supply by the Department of Municipal Services – Cable Telecommunications Department for a cost not to exceed \$ 11, 671.12.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Stec  
Sabuda  
Sutherby-Fricke  
Galski  
Schultz  
Miciura Jr.

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

**MEETING DATE:** 10/16/2013

**RESOLUTION # 10-2013-02**

**ITEM: UNINTERRUPTABLE POWER SUPPLY PURCHASE REQUEST**

**PRESENTER:** Steve Timcoe

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

**BACKGROUND:** Wyandotte Municipal Services cable telecommunications head end had a 16kVA UPS unit on line providing uninterruptable power and surge protection to the cable and telecommunications equipment at 3005 Biddle Avenue. The unit failed during a power surge and is in need of replacement.

**STRATEGIC PLAN/GOALS:** Obtain recommendation on size, type & specifications of the desired replacement UPS for cable telecommunications head end and solicit competitive quotes for qualified unit. Upon completion, seek commission approval to purchase unit and proceed with installation and activation..

**ACTION REQUESTED:** WMS Commission to authorize and approve the purchase of an Uninterruptable Power Supply.

**BUDGET IMPLICATIONS:** FY2013 Capital Budget for UPS was \$30,000. The estimated cost of equipment and installation is \$11,671.12. Difference +/- Budget vs. Actual estimate \$18,328.88

**IMPLEMENTATION PLAN:** Upon approval of this Capital Budget UPS purchase request, the UPS will be purchased and scheduled for installation to support and protect the head end cable and telecommunications equipment at 3005 Biddle.

**CITY ADMINISTRATOR REVIEW** - *Supdal*

**LEGAL COUNSEL REVIEW:** N/A

**LIST OF ATTACHMENTS**

- UPS equipment cost quotes
- CDW-G Sales Quotation
- Riverside Electric email quote labor
- Riverside Electric email quote maintenance window labor
- Resolution UPS Capital Budget Amcndment request 6/25/13
- WMS Commission meeting minutes 6/25/13

**MODEL RESOLUTION:**

RESOLUTION APPROVING THE CAPITAL PURCHASE OF AN UNINTERRUPTABLE POWER SUPPLY FOR CABLE TELECOMMUNICATION HEAD END EQUIPMENT AT 3005 BIDDLE,

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

WHEREAS, the City of Wyandotte, ("MUNICIPALITY") owns and operates a cable telecommunications system for the sale of cable telecommunications (cable TV, internet & phone services) for the benefit of its citizens and taxpayers; and

WHEREAS, Wyandotte Municipal Services currently is in need of a replacement UPS to serve and protect the cable and telecommunications equipment at 3005 Biddle Avenue, and

WHEREAS, Wyandotte Municipal Services desires to purchase a replacement UPS to allow for uninterruptable power in the event of a power outage and protection of cable and telecommunications equipment against power surges and lightning strikes; and

WHEREAS, The unit selected for purchase is the one that was deemed most qualified after careful consideration of all solicited competitive quotes,

NOW, THEREFORE, BE IT RESOLVED by the Municipal Services Commission of the Municipality of Wyandotte, Michigan, that:

SECTION 1: Wyandotte Municipal Services telecommunications department is hereby authorized to purchase a replacement Uninterruptable Power Supply (UPS) unit to support and protect the cable and telecommunications equipment at 3005 Biddle.

SECTION 2: That it is found and determined that all formal actions of this Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this Commission and that all deliberations of this Commission and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

SECTION 3: If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4: This measure shall take effect and be in force from and continuing thereafter upon the earliest time allowed by law.

I move the adoption of the foregoing resolution.

MOTION by Commissioner JERRI

Supported by Commissioner LESLIE

YEAS                      COMMISSIONER                      NAYS

✓  
✓  
✓  
✓  
✓

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: James S. Figurski  
President

By: [Signature]  
Secretary

## UPS Equipment Cost Quotes 9/13

Company/Equipment	Cost	Part #
<b>CDW-Government</b>		
TRIPP 16KVA UPS SMT ONLINE HW 12U RM	\$7,039.90	SU16KRTHW
TRIPP UPS REMOTE MONITOR SNMP WEB	\$187.42	SNMPWEBCARD
TRIPP UPS TOWER CONVERSION 2U-9URM	\$53.42	2-9USTAND
TRIPP 3YR EXT WARRANTY F/SU16K	\$748.56	WEXT3-SU16-20K
Total	<b>\$8,029.30</b>	
<b>Amazon</b>		
TRIPP 16KVA UPS SMT ONLINE HW 12U RM	\$7,771.80	
TRIPP UPS REMOTE MONITOR SNMP WEB	\$183.95	
TRIPP UPS TOWER CONVERSION 2U-9URM	\$55.24	
TRIPP 3YR EXT WARRANTY F/SU16K	\$906.00	
Total	<b>\$8,916.99</b>	
<b>Grainger</b>		
TRIPP 16KVA UPS SMT ONLINE HW 12U RM (retail)	\$12,231.00	
TRIPP UPS REMOTE MONITOR SNMP WEB (retail)	\$490.50	
TRIPP UPS TOWER CONVERSION 2U-9URM	N/A	
TRIPP 3YR EXT WARRANTY F/SU16K	N/A	
Total	<b>\$12,721.50</b>	
<b>Nationwide Power</b>		
APC SymmetraLX16KVA	\$14,237.00	
Maintenance bypass panel	\$884.00	
Warranty/service agreement	N/A	
Total	<b>\$15,121.00</b>	
<b>Nationwide Power</b>		
Eaton 9170+	\$10,700.00	
Maintenance bypass panel	\$1,053.00	
Warranty/service agreement	N/A	
Total	<b>\$11,753.00</b>	
<b>Secure Power</b>		
APC SymmetraLX16KVA	\$14,695.00	
Optional Power Module	\$1,827.00	
Warranty/service agreement	N/A	
Total	<b>\$16,522.00</b>	

\* Does not include Freight/shipping  
 \* Installation - \$3,335 (during maintenance window)

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

⑦

**MEETING DATE:** November 11, 2013

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

**ITEM:** Status Report – Collaboration of Fire and Emergency Medical Services with the City of Southgate

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** At the August 12, 2013, City Council Meeting, the City Council authorized the City Administrator and Fire Chief to continue discussion with representatives from the City of Southgate and Wyandotte Fire Fighters Local 356 relative to the potential benefits to a collaboration of Fire and Emergency Medical Response Services with the City of Southgate with a report back to the City Council within ninety (90) days. Attached you will find a summary of the activities that occurred in the past ninety (90) days.

**STRATEGIC PLAN/GOALS:** To be financially responsible and to provide the finest services and quality of life.

**ACTION REQUESTED:** The undersigned recommends continued authorization to explore this collaboration with the City of Southgate.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None at this time.

**IMPLEMENTATION PLAN:** The City Administrator and Fire Chief will continue to explore possible collaboration of fire and emergency medical services with the City of Southgate with a recommendation forthcoming.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

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

**MAYOR'S RECOMMENDATION:** Concur *OK JMB*

- LIST OF ATTACHMENTS:**
1. Memorandum dated November 5, 2013 – Update of activities
  2. DRAFT Operating plan – Wy-South Fire District
  3. Updated Financial Analysis – SEMCOG Report
  4. Council Resolution dated August 12, 2013

**MODEL RESOLUTION:**

RESOLVED by the City Council that Council receives the updated status report on the collaboration of fire and emergency medical services with the City of Southgate and

Further authorizes the City Administrator and Fire Chief to continue to explore any potential benefits to a collaboration of Fire and Emergency Medical Response Services with the City of Southgate with a report back to the City Council within sixty (60) days.

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

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

TODD A. DRYSDALE, C.P.A.  
CITY ADMINISTRATOR

**Memorandum**

**DATE:** November 5, 2013  
**TO:** Mayor Peterson and City Council  
**FROM:** Todd A. Drysdale, City Administrator *Drysdale*  
**RE:** Potential Collaboration of Fire Departments with the City of Southgate

Per the attached City Council Resolution dated August 13, 2013, the undersigned was directed to continue to discuss and identify the potential benefits of a collaboration of Fire and Emergency medical response services with the City of Southgate with a report back to the City Council within ninety (90) days. During continued discussions, the following tasks have been accomplished and issues have been identified:

1. The Fire Chief's of Wyandotte and Southgate have prepared a DRAFT operating plan and organizational structure for a consolidated fire department. This information was used to verify the potential cost savings identified in the SEMCOG report.
2. The financial analysis included in the SEMCOG report was revised based on the DRAFT operating plan. The original SEMCOG analysis identified a potential financial benefit (cost reductions and increased revenue) of \$1.9 million in the third (3<sup>rd</sup>) year of the consolidated entity. After analysis, this estimated financial benefit has been reduced to \$1.025 million. Note that this projected financial benefit is primarily due to the increase in cost recovery from EMS service of \$891k which is projected to be realized by beginning ALS transport service in the City of Southgate. The SEMCOG report also identifies the initial capital outlay of \$300,000 to acquire new ambulances for the City of Southgate to begin delivering the aforementioned EMS transport services.

The next steps in this process will be to focus on whether an agreeable collective bargaining agreement can be reached amongst the unions and the cities.

# Wy-South Fire District

The Wy-south fire District would consist within the geographic city borders of the City of Wyandotte and City of Southgate.

## **OUR MISSION...**

It is the mission of the Wy-South Fire District to preserve life and property, promote public safety and foster economic growth through leadership, management and actions, as an all risk life safety response provider.

## **OUR FOCUS...**

The Wy-South Fire District will focus its efforts on community educations, providing appropriate interventions and responding rapidly to emergencies.

## **OUR CORE VALUES...**

### To our residents and visitors:

We owe the residents and visitors within the Wy-South Fire District the highest quality of service possible, characterized by responsiveness, integrity and professionalism. We will continually strive for quality improvement.

### To the Fire District:

We owe the Wy-South firefighters our full commitment and dedication. We will always look beyond the traditional scope of our individual positions to promote teamwork and organizational effectiveness.

### To Each Other:

We owe each other a working environment characterized by trust and respect for the individual, fostering open and honest communication at all levels.

### To Ourselves:

We owe ourselves personal and professional growth. We will seek new knowledge and greater challenges, and strive to remain at the leading edge of our profession.

## **OUR GOALS...**

- Develop an organization to effectively administer and manage the resources of the Fire District.
- Develop a system for minimizing the impact of disasters and other emergencies on life and property.
- Provide an effective Emergency Medical Service System.
- Provide an effective Fire Prevention and Public Safety System.

**Wyandotte Southgate  
Merged Fire Department  
Organizational Chart**

Fire Authority Board  
*Attached Example*

Three Fire Administrative Positions

Fire Chief: would report to Fire Authority Board  
*See Attached Job Description*

Deputy Fire Chief / Fire Marshal  
*See Attached Job Description*

Fire Marshal  
*See Attached Job Description*

*Each would be non-union administrative positions.*

Two Secretaries minimum (60 hours per week)

- Administrative assistant
- EMS billing secretary

Wy-South Fire District would Operate Three Fire Stations

Downtown Station	266 Maple
Central Station	1093 Ford Ave.
West Station	14730 Reaume Pkwy

Minimum operation 12 men per day (*see chart 1 for in service vehicles*)

Two (2) Engines

Three (3) ALS transporting ambulances

1 Jump trucks (ALS transporting ambulance, Engine, Ladder)

*Assigned manpower on jump truck would operate appropriate apparatus based on call*

If and when daily staffing exceeds the minimum chart 1 below indicates additional apparatus that could be put in service.

Chart 1

Stations	Unit	Manpower per day 12	Manpower per day 13	Manpower per day 14	Manpower per day 15
Downtown	Engine 1	2	2	2	2
Station	Rescue 1	2	2	2	2
266 Maple	Other Admin				1
Central	Rescue 4	2	3	2	2
Station	Engine 4			2	2
1093 Ford	Ladder 1				
West	Engine 2	2	2	2	2
Station	Rescue 2	2	2	2	2
14730	Rescue 3	2	2	2	2
Reaume Pkwy	Engine 3				
Total		12	13	14	15

Department would consist of 57 man department 3 administrative and 54 line personnel along with 2 civilian administrative Secretaries.

Three Platoon System

18 members per platoon X 3 platoons

1 Captain

2 Lieutenants

4 Sergeant Engineers

11 Fire Fighters

18 men Scheduled per day minimum of 12 on duty per day (24 hour/per day)

50.4 hour work week with 12 superkellys or H days per year 13 superkelly or H days in 7<sup>th</sup> year.

Contractual Time Off 5 per day to include: Superkellys, Vacation, P.L./P.B., and Comp Time

Contractual time off excludes the use of Sick time, Funeral Leave, Super Comp Time.

1. Identify the total number of firefighter positions needed per day. 12
2. Determine the number of 24-hour periods that need to be covered in 1 year by multiplying the number of positions by the number of days per year.  $12 \times 365 = 4380$
3. Identify the number of shifts each firefighter will be assigned per year.  $56 \text{ hours} \times 52 \text{ weeks} = 2912 \text{ hours per year. } 2912 / 24 = 121 \text{ shifts per year.}$
4. Determine the number of shifts that will actually be worked by subtracting FLSA required time off to bring work-week down to 50.4, average vacation, sick, personal time, etc.  $121 - 31.75^1 = 89.25$
5. Determine the number of firefighters needed by dividing the number of 24 hour periods needed (4380) by the number of 24 hour shifts actually worked (89.25).  $4380 / 89.25 = 49 \text{ Line Personnel minimum}$

1. Consolidated, average of time off from final SEMCOG report

## Promotions

Seniority promotions through Sergeant Engineer Rank.

Testing through Civil Service Act 78 for Lieutenants, Captains, Fire Marshal, Deputy Fire Chief and Fire Chief.

Testing shall include Seniority and Testing both Written and Independent oral.

### For Lieutenant

Sergeant Engineers with 2 years in grade.

### For Captain:

Lieutenants with 2 years in grade

### Fire Marshal:

Sergeant Engineers with 2 years in grade, Lieutenants and Captains

### Deputy Fire Chief:

Lieutenants with 2 years in grade and Captains

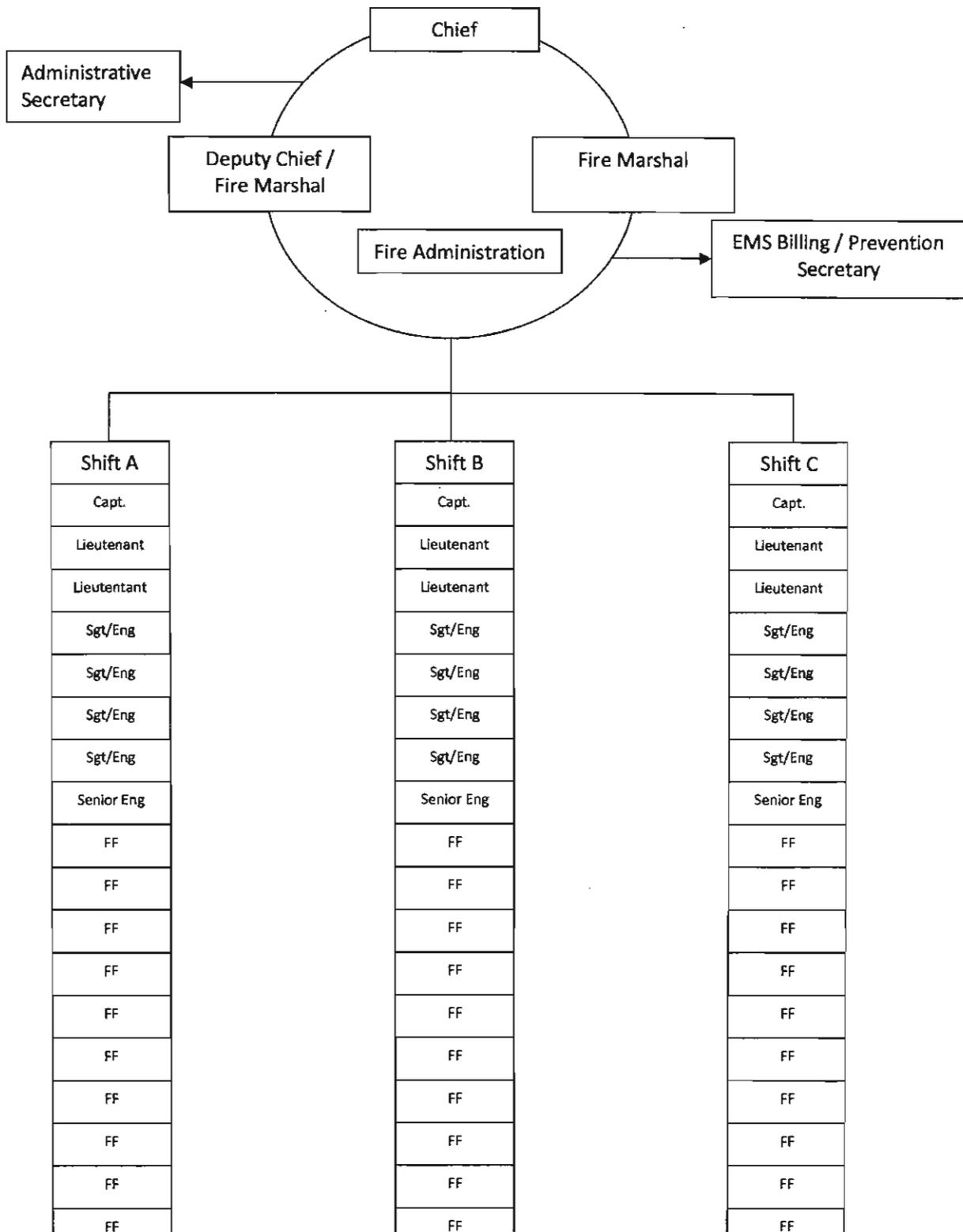
#### District Apparatus

- 2010 KME Pumper
- 2013 New Pumper
- 1999 Pumper
- 1995 Pierce Pumper (reserve status)
- 2003 Pierce Aerial
- 2009 Ford F350 ALS ambulance
- 2009 Ford F350 ALS ambulance
- 20\_\_\_\_\_ALS ambulance
- 20\_\_\_\_\_ALS ambulance
- Utility Vehicle
- Utility Vehicle
- Fire Chief Vehicle
- Deputy / Fire Marshall Vehicle
- Fire Inspectors Vehicle

#### Current Apparatus

- 2010 KME Pumper
- 1995 Pierce Pumper
- 1990 Grumman Pumper (Wyandotte reserve)
- 2003 Pierce Aerial
- 2013 New Pumper
- 1999 Pumper
- 2000 E-One Aerial
- 2009 Ford F350 ALS ambulance
- 2009 Ford F350 ALS ambulance
- New Non Transporting Rescue
- Ford F250 Utility Vehicle
- Southgate Utility Vehicle
- Ford Taurus Admin Vehicle
- Ford Explorer Chief Vehicle
- Fire Marshal Vehicle
- Fire Chief vehicle

# Wyandotte Southgate Merged Fire Department 3 Platoon Organizational Chart



### 3 Platoon Shift Assignments

#### Shift A

Captain Brandt  
Lt. (Capt.) Lafontaine\*  
Lt. Schmittou\*  
Lt. Wright  
Sgt/Eng Lyon  
Sgt/Eng Moline  
Sgt/Eng Simons  
Sgt/Eng Clark  
Senior Eng Bialobrzieski  
FF Manning  
FF Graves  
FF Stehlik  
FF Watson  
FF Georvassilis  
FF Carignan  
FF Rogowski  
FF Pawlaczyk  
FF Caparaotta

#### Shift B

Captain Garrison  
Lt. Farrah\*  
Lt. Hatfield\*  
Lt. Prisza  
Sgt/Eng Moore  
Sgt/Eng Niemann  
Sgt/Eng Cobbs  
Sgt/Eng Flood  
Senior Eng Avis  
FF Servetter  
FF Azzopardi  
FF Reasey  
FF Cross  
FF Lesko  
FF Frederick  
FF Cholette  
FF J. Brown  
FF Schilk

#### Shift C

Capt. Prather\*  
Lt Kmita  
Lt. Gomez\*  
Lt Bartnicki  
Sgt/Eng Wagoner  
Sgt/Eng Swihart  
Sgt/Eng Kilander  
Sgt/Eng Werling  
FF Hunt  
FF Selais  
FF Rothe  
FF Hawkins  
FF Shruga  
FF Winrow  
FF K. Brown  
FF Oldenburg  
FF Hunley  
FF Roemer

### 3 Platoon Shift Assignments

#### Shift A

Captain Brandt	OIC Eng 1
Lt. (Capt.) Lafontaine*	OIC Eng 2
Lt. Schmittou*	FEO Eng 1
Lt. Wright	Jump Office R4, E4, L4
Senior Eng Bialobrzkeski	FEO Eng 2
Sgt/Eng Lyon	FEO R4, E4, L4
Sgt/Eng Moline	Senior R1
Sgt/Eng Simons	Senior R2
Sgt/Eng Clark	Senior R3
FF Manning	Fill in based on seniority
FF Graves	Fill in based on seniority
FF Stehlik	Fill In based on seniority
FF Watson	Fill In based on seniority
FF Georvassllis	Fill In based on seniority
FF Carignan	Fill in based on seniority
FF Rogowski	Junior R1
FF Pawlaczyk	Junior R2
FF Caparaotta	Junior R3

#### Shift B

Captain Garrison	OIC Eng 1
Lt. Farrah*	OIC Eng 2
Lt. Hatfield*	FEO Eng 1
Lt. Prsza	Jump Office R4, E4, L4
Senior Eng Avls	FEO Eng 2
Sgt/Eng Moore	FEO R4, E4, L4
Sgt/Eng Niemann	Senior R1
Sgt/Eng Cobbs	Senior R2
Sgt/Eng Flood	Senior R3
FF Servetter	Fill in based on seniority
FF Azzopardi	Fill in based on seniority
FF Reasey	Fill In based on seniority
FF Cross	Fill in based on seniority
FF Lesko	Fill in based on seniority
FF Frederick	Fill In based on seniority
FF Cholette	Junior R1
FF J. Brown	Junior R2
FF Schilk	Junior R3

#### Shift C

Capt. Prather	OIC Eng 1
Lt Kmita	OIC Eng 2
Lt. Gomez*	FEO Eng 1
Lt Bartnickl	Jump Office R4, E4, L4
Sgt/Eng Wagoner	FEO Eng 2
Sgt/Eng Swihart	FEO R4, E4, L4
Sgt/Eng Klander	Senior R1
Sgt/Eng Werling	Senior R2
FF Hunt	Senior R3
FF Selais	Fill in based on seniority
FF Rothe	Fill in based on seniority
FF Hawkins	Fill In based on seniority
FF Shruga	Fill in based on seniority
FF Winrow	Fill in based on seniority
FF K. Brown	Fill In based on seniority
FF Oldenburg	Junior R1
FF Hunley	Junior R2
FF Roemer	Junior R3

\* Indicate Current employees that currently don't have a Michigan Paramedic License.  
 FEO: definition Fire Engine Operator (this is not rank but daily assignment)

### **3 Platoon Shift Assignments**

*(Future Shift assignments and Rank structure  
using current Employees)*

#### **Shift A**

**Captain Brandt**  
**Lt. Lafontaine\***  
**Lt. Schmittou\***  
**Sgt/Eng Wright**  
**Sgt/Eng Lyon**  
**Sgt/Eng Moline**  
**Sgt/Eng Simons**  
**FF Bialobrzeski**  
**FF Clark**  
**FF Manning**  
**FF Graves**  
**FF Stehlik**  
**FF Watson**  
**FF Georvassilis**  
**FF Carignan**  
**FF Rogowski**  
**FF Pawlaczyk**  
**FF Caparaotta**

#### **Shift B**

**Captain Garrison**  
**Lt. Farrah\***  
**Lt. Hatfield\***  
**Sgt/Eng Prisza**  
**Sgt/Eng Moore**  
**Sgt/Eng Niemann**  
**Sgt/Eng Cobbs**  
**FF Avis**  
**FF Flood**  
**FF Servetter**  
**FF Azzopardi**  
**FF Reasey**  
**FF Cross**  
**FF Lesko**  
**FF Frederick**  
**FF Cholette**  
**FF J. Brown**  
**FF Schilk**

#### **Shift C**

**Capt. Prather\***  
**Lt Kmita**  
**Lt. Gomez\***  
**Sgt/Eng Bartnicki**  
**Sgt/Eng Wagoner**  
**Sgt/Eng Swihart**  
**Sgt/Eng Kilander**  
**FF Werling**  
**FF Hunt**  
**FF Selais**  
**FF Rothe**  
**FF Hawkins**  
**FF Shruga**  
**FF Winrow**  
**FF K. Brown**  
**FF Oldenburg**  
**FF Hunley**  
**FF Roemer**

**Wy-South Fire District  
Policy**

**Subject:**       **Number:**

**Pages:**       **Issue Date:**

**Approval:** \_\_\_\_\_      **Updated:**

**Introduction:**

The purpose of this policy is to outline daily department vehicle and station assignments.

- Command Officers (Captain, Paramedic Lieutenants will not be assigned driver duties), (None Medic Lieutenants can be assigned driving duties)
- Sergeant / Engineer (Move up Officers at outstations, can be assigned driving duties)
- Fire Fighter Driver\* (Senior Eng. will be assigned driving with Senior OD)
- Fire Fighter (will fill the remaining position by seniority)

**Minimum staffing:**

The fire district will operate 3 stations with a minimum of 12 personnel on duty each day. Two (2) of the twelve (12) will be officers (Captain, Lieutenant or move up officer). A minimum 2 command officer (Captain or Lieutenant or move up officer) assigned on each engine at downtown station and west station and a minimum of a Sergeant / Engineer assigned central station. This minimum is established by Chief's order it may be changed or modified at any time.

### **General Procedures:**

The most senior command officer will be assigned OIC duties at downtown station and have the responsibility of oversee all the day to day operations of the department and be responsible all department buildings, equipment, vehicles, paperwork and personnel.

the second command officer is scheduled they will be in charge at west station and have the responsibility of oversee all the day to day operations of the west station and be responsible all department buildings, equipment, vehicles, paperwork and personnel at this station. They will also assist the OIC. They will not be assigned driving duties.

### **General Procedures Continued:**

If a Sergeant / Engineer is scheduled be in charge at west station assigned on engine will be compensated at Lieutenant pay. They will be in charge and have the responsibility of oversee all the day to day operations of west station and be responsible all department buildings, equipment, vehicles, paperwork and personnel at this station. They will also assist the OIC.

The Sergeant / Engineer in charge on a jump truck can only be assigned driving duties on the rescue, when the engine or aerial responses, the Sergeant / Engineer will assume the officer's seat and they will be compensated at sergeant pay. The choice to be OIC at station #2 will be chosen by seniority. If two (2) Sergeant / Engineers are working at station #2 the senior most will be in charge.

Driving duties will be assigned as follows:

1. The senior engineers if on duties will drive the engine at downtown station.
2. Non Paramedic Lieutenants in the absents of a senior engineers will be assigned driving duties and will drive the engine at #1. This position will be chosen by seniority. Provide that there is a 2<sup>nd</sup> officer in charge at station #2.
3. Sergeant / Engineer in the absents of a senior engineers or non paramedic Lieutenant will be assigned driving duties and will drive the engine at #1. This position will be chosen by seniority. Provide that there is a 2<sup>nd</sup> officer in charge at station #2.
4. All fire fighters can be assigned these driving the engine at #1 if the above are not scheduled. The senior most will be assigned these duties, with the exception of junior fire fighters on each unit

*All Policies or parts of Policies in conflict with department rules, past practice, etc. herein are hereby repealed, only to the extent necessary to give this Policy full force and effect.*

Base Wage Wyandotte and Southgate

	Wyandotte	Southgate <sup>1</sup>	Combinded average
Starting Pay	\$40,176.86	\$40,304.27	\$40,240.57
6month	\$41,985.22		\$41,144.75
1 year	\$45,837.99		\$43,071.13
2 years	\$49,637.95		\$44,971.11
3 years	\$53,516.74	\$47,105.38	\$50,311.06
4 years	\$57,369.31		\$52,237.35
5 years			
6 years			
7 years		\$56,882.94	\$57,126.13
8 years			
9 years			
10 years		\$59,129.44	\$58,249.38
Senior Engineer	\$59,518.37		
Sgt/Eng	\$58,784.54	\$59,129.44	\$58,956.99
Lt. Start	\$61,510.18	\$67,629.97	\$64,570.08
Lt. Full	\$62,977.82	\$69,977.69	\$66,477.76
Capt. Start	\$64,183.39	\$71,738.48	\$67,960.94
Capt. Full	\$67,380.77	\$74,086.21	\$70,733.49

1. Shift Differential included in Southgate Base Pay

# Brighton Area Fire Authority Board

The Brighton Area Fire Authority was formed January 1, 2001 and is governed by a seven-member Board of Trustees, known as the "Brighton Area Fire Authority Board". The Board is comprised of two members selected by the governing body of each of the three municipalities, Genoa Township, Charter Township of Brighton and the City of Brighton (for a total of six members), each of whom at the time of selection shall be a qualified elector residing within the territorial boundaries of his or her respective incorporating municipality; and one member selected by the other six members who at the time of selection shall be a resident of the territorial area of the Authority at large, which member shall serve as the at-large member of the Board.

The current Brighton Area Fire Authority Board is comprised of the following individuals:

- Jim Muzzin Mayor City of Brighton BAFA Chairperson
  
- Larry Schillinger City of Brighton BAFA Treasurer
  
- Jim Mortensen Genoa Township BAFA Vice Chairperson
  
- Gary McCriri e Genoa Township
  
- Lana Theis Brighton Township
  
- Lucille Weaire Brighton Township
  
- Mike Corrigan Member at Large BAFA Secretary

***(INSERT DEPARTMENT NAME)***  
***Standard Operating Procedure***

---

Title: Deputy Chief – Job Description

Date Issued: September 12, 2013  
Date Last Revised: N/A  
Revision Number: N/A  
Total Pages: 3

---

**PURPOSE:**

---

The purpose of this policy is to establish responsibilities and qualifications for the position of Deputy Chief.

**POLICY:**

---

It is the policy of the **(INSERT Department Name)** to establish qualifications and job responsibilities for all positions in the fire department.

**PROCEDURE:**

---

**I. General Responsibilities**

- A. The Deputy Chief works under the direction of the Fire Chief and/or Municipal (Municipal) officials and is responsible for all aspects of fire department operations. The Deputy Chief represents the official policies of the organization and participates in administering the teamwork concept in a positive supportive leadership role.
- B. The Deputy Chief must have a cooperative working ability with other Municipal departments, local, state and federal agencies and the ability to manage emergency incidents of various types including structural fires, miscellaneous fires, hazardous materials, medical operations and other major emergencies.
- C. In the absence of the Fire Chief, the Deputy Chief may handle all contact with the public and personnel and take appropriate action until the Fire Chief can be advised of the situation.
- D. The Deputy Chief shall be the head of the Fire Prevention bureau within the Municipalities

**II. Essential Job Functions**

The Deputy Chief shall:

- 1. Assist the Fire Chief in all departmental and operational matters.
- 2. Develop and enforce all health and safety regulations and maintain records of compliance.
- 3. Develop, participate in and assure compliance of required testing of equipment.
- 4. Develop and administer departmental policies and procedures.

5. Assist in personnel matters including disciplinary investigations, sick time and FMLA, administering the collective bargaining agreement, department policy and procedures and the Municipal handbook where applicable.
6. Coordinate all training and schooling.
7. Coordinate and administer all aspects of the Fire Prevention bureau and may be asked to assist with Inspections, Plan reviews and Fire Investigations.
8. Assure compliance of the training program with MIOSHA, ISO and NFPA standards.
9. Administer all aspects of the fire department training program, i.e. required training, training records and reports, website, video production, training resources, instructors, topics, content, etc.
10. Participate in hiring, promotion and advancement of personnel.
11. Participate in collective bargaining on behalf of the department.
12. Coordinate and produce the department annual report.
13. Participate in development of the department budget.
14. Assist in the acquisition of funds for the fire department through grants and reimbursements.
15. Assist with the management of the "Emergency Operation Plan" of the Municipality.
16. Coordinate department building maintenance.
17. Manage construction projects for the department.
18. Coordinate the maintenance of all department vehicles and equipment.
19. Recommend and assist with the purchase of department vehicles and equipment.
20. Respond to incidents and serve as an officer within the incident command system as directed.
21. Monitor personnel safety on all incidents.
22. Monitor and enforce all SOP's of the department.
23. Other duties as assigned.

### **III. Required Knowledge, Abilities and Skills**

#### **A. The Deputy Chief position requires:**

1. Fluent skill in the practical use of the National Fire Academy Incident Command System and the National Incident Management System terminology.
2. Considerable knowledge of department and Municipal policies.
3. Fluent knowledge of the fire department labor contract.
4. The ability to negotiate labor issues and contracts.
5. Knowledge of labor laws, management techniques and departmental budgeting
6. Ability to organize, prioritize, manage time and multitask.
7. Exemplary skills in writing, reading and verbal instruction, with the ability to produce clear and concise letters and reports.
8. Knowledge in Fire Prevention and Building Codes and Standards including IFC and NFPA.
9. Knowledge in Fire cause and origin investigations.
10. Computer literate and competent in the use of department and Municipal software.
11. Customer service oriented and knowledgeable and skillful in its application.
12. Knowledge of mutual aid agreements.
13. Knowledge of federal, state and local disaster plans.
14. The ability to successfully interact with firefighters, officers, members of other Municipal departments, vendors, officers of other agencies and the public.

15. Knowledge of automotive and small equipment mechanics.

B. The Deputy Chief should have:

1. Knowledge of HazMat scene operations.
2. Knowledge of Technical Rescue techniques.
3. Ability to coordinate public informational meetings, interdepartmental meetings, complex off-site training exercises and critical incident debriefings.
4. Knowledge of the operation and set-up of the Emergency Operations Center.

#### **IV. Qualifications For Deputy Chief**

A. The Deputy Chief shall have:

1. Ten (10) years firefighting experience.
2. Three (3) years command experience.
3. Fire Officer III Certification.

B. The Deputy Chief may be required to obtain:

1. Fire Service Instructor Certification.
2. Emergency Management Certification.
3. Fire Staff and Command diploma.
4. NFPA Inspector I and II, NFPA Plan Examiner, MSP Fire Arson Investigator I.
5. Any further education/training to administer the position of Deputy Chief as deemed necessary by the Fire Chief or the Municipal.

***(INSERT Department Name)***  
***Standard Operating Procedure***

---

Title: Captain – Job Description

Date Issued: September 12, 2013  
Date Last Revised: N/A  
Revision Number: N/A  
Total Pages: 3

---

**PURPOSE:**

---

The purpose of this policy is to establish responsibilities and qualifications for the position of Captain.

**POLICY:**

---

It is the policy of the **(INSERT DEPARTMENT NAME)** Fire Department to establish qualifications and job responsibilities for all positions in the fire department.

**PROCEDURE:**

---

**I. General Responsibilities**

- A. The Captain, working under the direction of the Fire Chief, Deputy Chief and/or **(INSERT DEPARTMENT NAME)** officials, is responsible for all aspects of fire department operations. The Captain represents the official policies of the organization and participates in administering the teamwork concept in a positive supportive leadership role. The responsibilities of the Captain are determined by the Fire Chief and may include, but are not limited to the following responsibilities listed in I through IV.
- B. The Captain must have:
1. A cooperative working ability with other Municipal departments, local, state and federal agencies.
  2. The knowledge and ability to manage emergency incidents using the National Incident Management System.
  3. The ability to manage emergency incidents of various types including structural fires, miscellaneous fires, hazardous materials, medical operations, and any other major emergencies.
  4. The ability to perform related work as required, including those of lieutenant and firefighter.

**II. Essential Job Functions**

The Captain may handle all contact with the public and personnel and take appropriate action until the Fire Chief or the Deputy Chief can be advised of the situation. Job functions are determined by the Fire Chief and may include but are not limited to the following:

The Captain shall:

1. Respond to emergencies and direct operations as Incident Commander, using the best methods of mitigating the situation.
2. Assume the role of fire ground commander in directing the placing of apparatus, laying of hose, placing ladders, ventilation of buildings, safety of personnel, directing mutual aid and other firefighting operations.
3. Schedule, assign, supervise and review the work of lieutenants and firefighting personnel on an assigned shift.
4. Maintain accurate payroll and attendance records.
5. Assure all reports are properly completed and processed.
6. Work with the Deputy Chief, Fire Marshal/EMS Coordinator and other Municipal departments to ensure a quality service to residents.
7. Monitor discipline of unit personnel, issuing written or verbal reprimands and emergency suspensions as required.
8. Attend and participate in unit training sessions.
9. Work with the Fire Chief in developing policies that are oriented toward fire department objectives.
10. Be involved in the recruitment, selection and promotion of personnel.
11. Perform miscellaneous duties assigned by the Fire Chief.
12. Monitor employees for evaluation purposes.
13. Monitor personnel safety on all incidents.
14. Monitor and enforce all SOP's of the fire department.
15. Monitor and enforce the Collective Bargaining Agreement (CBA).
16. Perform related duties as required.

These examples do not include all tasks the employee may be expected to perform and are not listed in rank of importance.

### **III. Required Knowledge, Abilities and Skills**

The Captain position requires:

1. Considerable knowledge of the principles, practices and methods of modern firefighting with the ability to direct operations at a scene and a good working knowledge of fire investigation.
2. Considerable knowledge of fire department contracts, and Municipal and fire department policies.
3. Considerable knowledge of the geography, commercial buildings, water system, and governmental structure of the Municipality as well as department heads and the target hazards in the Municipality.
4. Ability to lead, command, coordinate and discipline firefighters.
5. Considerable knowledge of department SOP's and CBA.
6. Knowledge of mutual aid agreements with other municipal agencies.
7. Understanding of disaster services, federal, state and local plans.
8. Knowledge of management, labor laws, mechanics, first aid, physics, chemistry and record keeping.
9. Exemplary skills in writing, reading and verbal instruction, with the ability to produce clear and concise letters and reports.

10. Computer literate, and competent in the use of department and Municipal software.
11. Ability to interact with employees in order to be influential for department operations.
12. Good physical fitness and agility with the ability to maintain physical stamina and mental alertness for extended periods of work.

#### **IV. Qualifications**

##### **A. Captains shall have:**

1. Two (2) years of continuous service in Lieutenant's rank.
2. FO III certificate.

##### **B. Captains may be required to obtain:**

1. Emergency Management certificates.
2. Fire Staff and Command Diploma.
3. Any further education/training to administer the position of Captain as deemed necessary by the Fire Chief or the Municipality.

***(INSERT DEPARTMENT NAME)***  
***Standard Operating Procedure***

---

Title: Lieutenant – Job Description

Date Issued: September 12, 2013  
Date Last Revised: N/A  
Revision Number: N/A  
Total Pages: 3

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**PURPOSE:**

---

The purpose of this policy is to establish responsibilities and qualifications for the position of Lieutenant.

**POLICY:**

---

It is the policy of the **(INSERT DEPARTMENT NAME)** Fire Department to establish qualifications and job responsibilities for all positions in the fire department.

**PROCEDURE:**

---

**I. General Responsibilities**

- A. The Lieutenant works under the direction of the Fire Chief, Deputy Chief, Captain and/or **(INSERT DEPARTMENT NAME)** officials to supervise or assist in supervising firefighting personnel on an assigned shift. The Lieutenant's responsibilities are determined by the Fire Chief and may include but are not limited to the following:
- B. The Lieutenant is responsible for:
  - 1. Proper records of personnel.
  - 2. Responsible for the proper care and maintenance of fire stations and equipment.
  - 3. Performing related work as required, including those of a firefighter.
- C. In the absence of a captain, the senior lieutenant (time in rank) shall assume the duties of a captain as required.

**II. Essential Job Functions**

Job Functions are determined by the Fire Chief and may include but are not limited to the following:

The Lieutenant shall:

- 1. Assign personnel to apparatus.
- 2. Supervise fire personnel at an incident using the National Incident Management System and make decisions as to the best methods of mitigating the situation.
- 3. Participate in rescue, pumping, ventilation, salvage, and other firefighting operations.

4. Supervise the placing of apparatus, laying of hose, placing of ladders, ventilation of buildings, and other firefighting operations.
5. Participate in administering first aid and life saving techniques.
6. Assign personnel to work assignments.
7. Supervise the cleaning and care of firefighting apparatus, equipment, fire stations and grounds.
8. Participate and supervise in the preparation of daily log sheets, maintenance records, fire and rescue training reports and other reports.
9. Assist in directing proper response equipment to incidents.
10. Participate in continuous training programs and maintain proper certifications.
11. Assist in conducting training activities.
12. Train personnel in all aspects of their job through coaching, teaching, delegating, etc.
13. Supervise and assure the completion, by subordinates, of assigned tasks.
14. Interact with the public concerning fire department matters.
15. Supervise tests on apparatus and equipment.
16. Monitor personnel safety on all incidents.
17. Monitor and enforce all SOP's of the fire department.
18. Perform related work as required.

These examples do not include all of the tasks that the employee may be expected to perform and are not listed in rank of importance.

### **III. Required Knowledge, Skills and Abilities**

The Lieutenant position requires:

1. Knowledge of principles, practices and methods of modern firefighting with the ability to apply this knowledge to various situations.
2. Considerable knowledge in the operation and maintenance of equipment and apparatus used in firefighting.
3. Working knowledge of safety standards, accepted practices and PPE.
4. Considerable knowledge of the geography of the Municipality, including high target areas, location of fire hydrants, and fire department connections.
5. Considerable knowledge of departmental rules and regulations and the ability to enforce them.
6. Ability to lead, command, coordinate and discipline firefighters.
7. A good working knowledge of, and the ability to apply, accepted supervisory practices.
8. Knowledge of the laws, rules and regulations relating to fire control and fire prevention.
9. Knowledge of first aid and skilled in application.
10. A good working knowledge of the National Incident Management System.
11. Possession of good inter-personal skills.
12. Exemplary skills in writing, reading, and verbal instruction, with the ability to produce clear and concise letters and reports.
13. Computer literate, and competent in the use of department and Municipal software
14. Good physical fitness and agility, with the ability to maintain physical stamina and mental alertness for extended periods of work.
15. Ability to plan, implement and complete long and short-term projects.

#### **IV. Qualifications**

- A. The Lieutenant shall have:
  - 1. Two (2) years of continuous service in Sergeant/Engineer rank.
  - 2. Have a Fire Officer I and II Certificate at time of promotion.
  - 3. Completed all levels of the FEMA Incident Management Certifications (NIMS)
  
- B. The Lieutenant may be required to obtain:
  - 1. Fire Staff and Command Diploma.
  - 2. FO III certification.
  - 3. Any further education/training to administer the position of Lieutenant as deemed necessary by the Fire Chief or the Municipality.

***(INSERT DEPARTMENT NAME)***  
***Standard Operating Procedure***

---

Title: Firefighter/Paramedic – Job  
Description

Date Issued: September 12, 2013  
Date Last Revised: N/A  
Revision Number: N/A  
Total Pages: 3

---

**PURPOSE:**

---

The purpose of this policy is to establish responsibilities and qualifications for the position of Firefighter/Paramedic.

**POLICY:**

---

It is the policy of the **(INSERT DEPARTMENT NAME)** Fire Department to establish qualifications and job responsibilities for all positions in the fire department.

**PROCEDURE:**

---

**I. General Responsibilities**

- A. A Bloomfield Municipal Firefighter is a public servant whose purpose is to assist and to protect the citizens and visitors of **(INSERT DEPARTMENT NAME)** (Municipal). A firefighter has responsibilities in fire suppression, fire prevention, emergency life-saving, and rescue work, which involves providing protection of life and property, and performing rescue and other life-saving functions while working within the team concept. A firefighter is subject to the hazards encountered in emergency fire and rescue operations, including physical and mental stress. The responsibilities of a firefighter are determined by the Fire Chief and may include but are not limited to the following:
- B. The firefighter is responsible for:
1. Safe and efficient operation of fire equipment and apparatus.
  2. Responding to fires, rescue, EMS, hazardous materials incidents and other related emergencies.
  3. Participating in fire safety inspections.
  4. Performing routine maintenance on fire stations, grounds and equipment.
  5. Participating in training activities, and other related work as required.
  6. Accurate and diligent completion of all forms required and associated with the functions of the position of firefighter.
  7. Conducting himself with integrity and honor
- C. The firefighter is expected to:
1. Maintain a positive work attitude.
  2. Maintain a neat and well-groomed appearance at all times.
  3. Conduct himself as a public servant with honesty, integrity and compassion.

## **II. Essential Job Functions**

Job functions are determined by the Fire Chief and may include but are not limited to the following:

A firefighter shall:

1. Respond to emergencies by driving fire and EMS apparatus, lifting, connecting, and controlling hose lines and nozzles; turning water on and off, erecting and climbing ladders and working at heights above one story; operating extinguishers, axes, pike poles, life lines and other equipment.
2. Understand and operate within the National Incident Management System (NIMS).
3. Operate fire engine pumps and portable fire equipment.
4. Respond to emergencies as a member of a team and individually participate in the control and suppression of all types of fires and hazardous conditions.
5. Participate in rescue operations at fire scenes, accidents, hazardous areas and other emergency situations.
6. Participate in rendering emergency ACLS medical care per State and County Medical control protocols (HEMS).
7. Participate in assisting other agencies in emergencies.
8. Participate in fire prevention inspections, notify building residents and direct supervisors of fire hazards and possible corrective actions.
9. Participate in National Fire Prevention Week activities.
- 10.
11. Participate in pre-incident plans.
12. Participate in continuous training programs, and maintain proper certification.
13. Participate in salvage and overhaul operations, using salvage covers, brooms, mops, shovels, and similar equipment assuring the fire is completely extinguished, identification of fire causes, preserve evidence, and testify in court.
14. Participate in routine cleaning and maintenance of fire station facilities, grounds, equipment and fire hydrants.
15. Conduct tests on apparatus, fire and rescue equipment, hoses, fire hydrants and other related items.
16. Conduct classes and presentations for fire personnel and public groups on a variety of subjects, such as, fire prevention, firefighting, first-aid and rescue, HazMat and other related subjects.
17. Attend EMS and fire related schools as required.
18. Prepare a variety of reports, data and written materials.
19. Answer telephone and radio communications.
20. Perform related work as required.
21. Maintain proper certification as required by law and/or contract.
22. Assume the duties and responsibilities of an officer in their absence.

These examples do not include all of the tasks which the employee may be expected to perform and are not listed in rank of importance.

## **III. Required Knowledge, Skills and Abilities**

A firefighter must have:

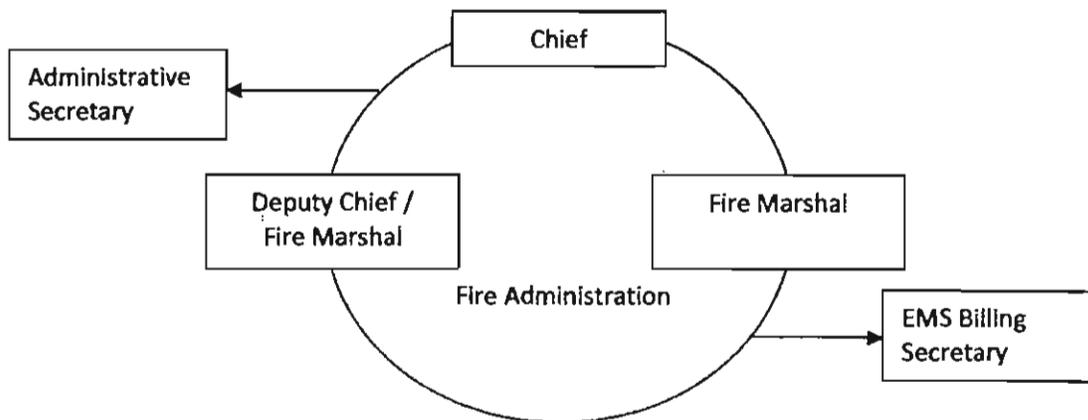
1. Knowledge of mechanics, first-aid, physics, chemistry and record keeping.
2. A senior firefighter of a station must be able to assume the duties, responsibilities and authority in the absence of a Fire Lieutenant.
3. A working knowledge of the NIMS and a general knowledge of the local Emergency Management Plan.
4. Ability to follow written and verbal instruction.
5. Ability to work as a team member with other fire personnel.
6. Ability to drive fire apparatus.
7. Ability to work under extreme pressure.
8. Ability to work with and render first aid to sick and injured persons.
9. Ability to effectively perform work of hazardous nature under adverse conditions.
10. Ability to maintain physical fitness, agility, and mental alertness during extended periods of work.
11. Ability to learn street locations, block numbers, building location, and target hazards of the Muncipal.
12. Ability to work effectively with the general public.
13. Working skills in writing, reading and verbal instruction, with the ability to produce clear and concise letters and reports.
14. Computer literate, and competent in the use of department and Muncipal software.

#### **IV. Qualifications**

A firefighter shall have:

1. High School diploma with two (2) years (60 hours) of college.
2. Valid Michigan Motor Vehicle Operators license.
3. Firefighter I and Firefighter II Certification.
4. Licensed State of Michigan or National Registry Advanced Emergency Medical Technician.
5. No felony convictions.
6. A commitment to protect and serve the citizens of the Muncipal for the duration of his career with the (INSERT DEPARTMENT NAME) Fire Department.
7. Any further education/training to administer the position of Firefighter as deemed necessary by the Fire Chief or the Muncipal.

## Wyandotte Southgate Merged Fire Department 2 Platoon Organizational Chart



Unit #1

Unit #2

Kelly #1	Kelly #2	Kelly #3
Lt.	Capt.	Lt.
Lt.	Lt.	Lt.
Sgt/Eng	Sgt/Eng	Sgt/Eng
Sgt/Eng	Sgt/Eng	Sgt/Eng
FF	FF	FF

Kelly #1	Kelly #2	Kelly #3
Lt.	Capt.	Lt.
Lt.	Lt.	Lt.
Sgt/Eng	Sgt/Eng	Sgt/Eng
Sgt/Eng	Sgt/Eng	Sgt/Eng
FF	FF	FF

## Areas that will require Negotiation with Unions

This is not an exclusive list but issues that come up during discussion

- Start Time
- Vacation picks
- Promotions sonority v. testing
- Personal Leave P.L. (Wyandotte) v. Personal Business P.B. (Southgate)
- Holiday Pay
- Shift Differential Pay
- Family Sick

City of Wyandotte

Analysis of SEMCOG Financial Report - Consolidated Fire Department with City of Southgate

November 5, 2013

	Current	Year 1 Consolidated	Year 2 Consolidated	Year 3 Consolidated	Current to Year 3 Difference + = savings/- = additional cost
<b>Original Report</b>					
Personnel Costs/Yr	6,668,133	6,974,523	7,019,087	6,160,829	507,304
SAFER Grant	508,000	508,000	508,000	-	508,000
Non-Personnel Cost/Yr	635,000	539,750	539,750	539,750	95,250
Capital Exp/Yr	79,000	158,000	158,000	158,000	(79,000)
Cost Recovery	527,142	1,418,426	1,418,426	1,418,426	(891,284)
Current Net Fire/EMS Cost/Yr	7,362,991				
Consolidated Net Fire/EMS Cost/Yr		5,745,847	5,790,411	5,440,153	1,922,838 ←savings
Savings		1,617,144	1,572,580	1,922,838	
<b>Revised Report</b>					
Personnel Costs/Yr	6,790,872	6,747,024	6,790,872	6,165,384	625,488
SAFER Grant	508,000	508,000	508,000	-	(508,000)
Non-Personnel Cost/Yr	635,000	539,750	539,750	539,750	95,250
Capital Exp/Yr	79,000	158,000	158,000	158,000	(79,000)
Cost Recovery	527,142	1,418,426	1,418,426	1,418,426	891,284
Current Net Fire/EMS Cost/Yr	6,469,730				
Consolidated Net Fire/EMS Cost/Yr		5,518,348	5,562,196	5,444,708	1,025,022 ←savings
Savings		951,382	907,534	1,025,022	

**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 Miciura Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Lawrence S. Stec

August 13, 2013

**RESOLUTION**

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

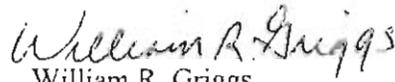
By Councilman Leonard Sabuda  
Supported by Councilman Daniel E. Galeski

RESOLVED by the City Council that Council authorizes the City Administrator and Fire Chief to continue discussions with representatives from the City of Southgate and the Wyandotte Fire Fighters Local 356 relative to any potential benefits to a collaboration of Fire and Emergency medical response services with the City of Southgate with a report back to the City Council within ninety (90) days. (November 11, 2013).

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec  
NAYS: Councilman Galeski

**RESOLUTION DECLARED ADOPTED**

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on August 12, 2013.

  
William R. Griggs  
City Clerk

CC: Fire Chief

*Final 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.

**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 Miciura Jr.**  
**Leonard T. Sabuda**  
**Donald C. Schultz**  
**Lawrence S. Stec**

Reports  
+  
minutes



Wyandotte, Michigan October 28, 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 21, 2013

The Honorable Joseph R. Peterson, Mayor and City Council Members  
The City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

Reference: 2013 Tree of Lights

Dear Mayor Peterson and City Council Members,

This year, the Salvation Army would like to be part of the downtown Wyandotte's holiday festivities by erecting a Christmas tree somewhat near the City's official Christmas tree on City Hall's premises. Of course, the exact location would be at your discretion. The purpose of this tree is to display the progress of the Wyandotte Downriver Corps annual Red Kettle Campaign – a thermometer, if you will. For instance, when 25% of our goal of \$350,000.00 is reached, then 25% of the lights will be turned on. Consequently, when 50% is attained, then the tree will be half lit. All necessary labor and time will be provided by us. However, we would greatly appreciate assistance with the electrical service invoice.

The joyful sound of bells at Christmas time brings to mind happy memories of holidays past and also reminds us that there are many of our friends and neighbors who need a little help to provide the basics for their families this year.

You will begin to hear the bells and see the red kettles on Friday, November 8th. We need a lot of help from the community to raise necessary funds in our iconic red kettles. These funds are used to provide assistance to many people at Christmas and throughout the whole year. The money collected in the kettles each year is spent on helping families in many ways all year long.

We know that many of you join us in ringing the bells each year. As always, we thank you for your support.

Sincerely, Dianne L. Woodruff for:  
Captains Brian and Heidi Reed, Corps Officers  
The Salvation Army

Oct 22, 2013

Mayor Joseph R. Peterson & City Council Members, 3200 Biddle Ave  
Wyandotte, Michigan 48192

Dear Mayor and Council Members:

I am writing this letter with concerns about the boulder that my neighbor Troy Harris from 636 Clinton has placed on the city easement. I have been informed that you are looking into an amendment for him to keep boulder where it lays. The Ordinance Officer has been out to this location and has made note that the boulder is in an unsafe area. This boulder is just inches from the curb where vehicles are unable to park without causing damage to same. We have limited parking in our block; with the placement of this boulder it is taking two parking spots. There are several children in the area that use the sidewalk to play and ride their bikes on which they could be injured by this boulder. There is also a concern with my boat that is in my backyard for the summer months, I have had this reviewed by the Ordinance Officer who has stated that I am in compliance with all city codes, With the placement of this boulder it is very difficult to back my boat into my driveway.

I would like you to look into this situation before passing the amendment that is on the table that will allow my neighbor to keep this unwanted boulder on city property.

Thank you in advance for reading my concerns before passing this amendment. Please contact me with any questions you may have.

William Chernick, 656 Clinton, Wyandotte, Michigan 48192 313-461-1297

Dear City of Wyandotte City Council and Wyandotte City Clerk,

In an effort to promote healthy living as well as alternative modes of transportation, I and NuPath Community Credit Union are developing a plan to install a Zagster bike rental rack in front of Tongue's coffee shop in downtown Wyandotte. The project is sponsored by NuPath Credit Union and supported by the staff of Tongue's coffee shop. Zagster is a booming startup company that is being supported by Dan Gilbert in Detroit. He has already begun setting up racks in the city of Detroit. Systems similar to this are also set up in areas along the East Coast including institutions like Yale University.

The hope is to utilize the parking space in front of Tongue's coffee shop for the bike share rack. This would allow Tongue's to still have space for patio seating in front, while still capitalizing on being a biking destination for local residents. We feel this would be a great start in promoting the city as a biking destination; drawing in a great deal of surrounding residents. Cities like Ann Arbor, Detroit, Chicago, and NYC have started to provide services like this with much success. It is our belief that this would really help put Wyandotte on the map as a destination for young and active citizens.

Attached are two documents regarding our proposal for the bike share locations. The first document is the proposal from Zagster with all of the detailed information about the company. Focusing on page 10, you will see the exact dimensions of the proposed bike racks to be installed. The second document is a rough estimate on a few proposed locations for the bike racks at the intersection of Biddle Ave. and Elm St; I apologize in advance for the preliminary rendering. We would ultimately like to see the bike racks available on Biddle Avenue given this is a main thoroughfare to promote the city's strong stance on health, wellness, and community. We do recognize this is a county road and would likely need further approval, so the idea of the Elm St. location could be very appealing. After speaking with Natalie Rankine from the Downtown Development Authority, we recognize the interest in this and were given her support from the DDA perspective.

We are very excited about this process and really look forward to working together with you, the City of Wyandotte, through this process. Currently, the relationship with NuPath and Zagster has developed the process to lay out the bike share system. What we need is an approval to place the bike racks in one, or all, of the proposed locations. Please do not hesitate to contact me with any questions you might have about the process at [michael.paschke@yale.edu](mailto:michael.paschke@yale.edu) or via phone at (734) 674-2825. Regarding the bike share company Zagster, please feel free to contact Jason Meinzer at [Jason@zagster.com](mailto:Jason@zagster.com).

We look forward to hearing from you.

Michael G. Paschke  
[michael.paschke@yale.edu](mailto:michael.paschke@yale.edu)  
Mobil: (734) 674-2825

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

October 22, 2013

Wyandotte City Council 3200 Biddle Avenue Wyandotte, MI 48192

Dear Council Members:

Thank you for forwarding me a copy of your resolution regarding Senate Bill 313, which would amend Michigan's rental housing inspection law. I certainly appreciate you bringing your concerns about this legislation to my attention.

As you may be aware, on October 2 Senate Bill 313 was reported from the Senate Local Government and Elections Committee, of which I am not a member. This bill is now pending before the full Senate, though no action has been taken at this time. In committee the Michigan Municipal League and several community leaders testified against the passage of this legislation. They detailed a number of concerns with SB 313, many of which you have also raised, including:

the limitations on registration and inspection fees;  
the elimination of the ability to inspect recurrent violators more frequently;  
the extension of the time allowed between housing inspections; and  
the required permission to inspect from the lessee and notification of the lessee's right to refuse.

A substitute bill was approved by the committee restoring language that would allow communities to inspect recurring offenders on a more frequent basis. Furthermore, it is my understanding that Senator Robertson, the sponsor of the bill and chair of the committee, has committed to working to address the remaining concerns raised by municipalities before seeking a vote in the Senate. To that end, you can be assured that I will be monitoring this legislation closely to ensure that is the case. In the meantime, if you should have any questions please do not hesitate to contact me.

Sincerely,  
HOON-YUNG HOPGOOD, State Senator, 8th District

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 28, 2013

AGENDA #5

ITEM: Review of traffic issues on 14th Street at Pine Street

PRESENTER: Daniel J. Grant, Chief of Police

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Wyandotte resident Ted Roszkowski of 3510 14th Street forwarded a letter to the Mayor's office which was received by the City Clerk's Department on October 10, 2013 and placed on the City Council agenda on October 14th. In his letter, he noted issues relating to vehicles "running the yield sign" at 14th and Pine Streets, vehicles speeding/driving the wrong way, and a Trinity Cab which runs the sign. Mr. Roszkowski requested that the yield signs be replaced with stop signs and to have the Officers give the area some special attention during their patrols.

The City Council at their meeting on October 14, 2013 referred this matter to the Chief of Police and Traffic Division for review and direction to report back to the Council in two weeks. It was also part of the resolution to make contact with Trinity Cab to make them aware of Mr. Roszkowski's observation.

STRATEGIC PLAN/GOALS: In order to provide quality service to the residents of the City of Wyandotte, it is essential that when such information is forwarded which may relate to a hazardous situation, the appropriate city department investigate the matter, determine if such a situation exists, and provide a solution/answer in relation to the issue from the resident.

**ACTION REQUESTED:** Our Police Officers, have given special attention to the intersection during their routine patrols. Also, our two Traffic Officers, Brian Zalowski and Todd Camilleri, have monitored the intersection at 14th and Pine Streets for several hours and have not observed any speeding vehicles, motorists violating the yield signs, or any vehicles traveling against the flow of traffic on the one-way roadway. They have conducted their monitoring during peak traffic times when the nearby elementary school is starting session in the morning and when it closes for the day in the afternoon. An analysis of our traffic crash data has also indicated that there are no problems with accidents in the area which would require or justify any changes in signage for the intersection. The use of "yield" signs is very common throughout the entire city and if any increases in traffic crashes are noted we will review the causes of such activity and consider the use of "stop" signs if it is determined it would reduce crash activity.

It is my recommendation that we keep the existing yield signs at this particular intersection and have our Officers continue to monitor the area for any of the traffic violations as mentioned by Mr. Roszkowski. I have spoken with the owner of Trinity Transportation (Cab) who was advised of the observations as noted in Ted Roszkowski's letter and he indicated to me that he would address the situation with his drivers.

I am requesting the City Council to concur with the Police Department's recommendation relating to the traffic concerns as forwarded by Ted Roszkowski in his letter to the Mayor.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Since the Police Department is only seeking City Council concurrence in relation to the information as submitted, there will be no implications to the budget.

**IMPLEMENTATION PLAN:** Direct the Police Officer patrols to continue to monitor the area and address any traffic violations as observed.

**COMMISSION RECOMMENDATION:** The Police Commission has been apprised of the recommendation as forwarded from the Police Department.

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur with recommendation.  
Todd Drysdale, City Administrator

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

**MAYOR'S RECOMMENDATION:** Concur with recommendation.  
Joseph Peterson, Mayor

**LIST OF ATTACHMENTS:**

1. Ted Roszkowski's letter to Mayor received 10/10/13.
2. City Council resolution dated 10/15/13.

**CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** October 28, 2013

**AGENDA #6**

**ITEM:** Power Plant Roofing Project

**PRESENTER:** Jim Skarzynski - Safety Coordinator/Planner/Scheduler Power Plant

**INDIVIDUALS IN ATTENDANCE:** Rod Lesko-General Manager, Charlene Hudson-Power Systems Supervising Engineer

**BACKGROUND:** During October 2012 the roof above Bus #3 and Turbine 6 was replaced, after that roof was replaced a walk through on all the Power Plant roofs was completed and it was discovered that the current roofing membrane material was beyond repair on several of the other buildings at the Power Plant. The roofing membrane was found to be cracking due to the surrounding environmental conditions that the roof is being exposed to on a daily basis. We found on most of the buildings the membrane was so bad that we had to install temporary patches in order to keep the weather out of the buildings. During this process we determined that the temporary patches were not very economical, so a plan was put together to have all the roofs at the Power Plant replaced at one time. Bids were sent out for the replacement of the roofs at the Power plant in July 2013. The bid contained the specification that the awarding of the bid for the roof replacements at the Power Plant site would not be awarded until after the approval of the 2014 budget and that all labor pricing would have to remain as bid out. The material portion of the bids is to be purchased from Garland under the US Communities Procurement Program by WMS.

**STRATEGIC PLAN/GOALS:**

Remove existing roofs down to the deck. Chlorine Room, Hydrogen Room and Circuit Breaker Room are metal deck while the Boiler #5 and Indoor Bus Room sections are structural concrete. All copings are to be removed as well. Existing roofs consist of a 4-ply smooth BUR and a 1" EPS insulation and single-ply, PVC membrane. Daily roof demolition shall be limited to what can be replaced/weatherproofed that day. Inspect the deck for any deficiencies and make repairs/patches as necessary per the predetermined square foot price as quoted on the bid form. Any curbs lower than 6" are to be raised. Large pipe openings unable to be "raised" are to be designed and detailed per the manufacturer's recommendations. Abandoned units are to be capped with structural deck and roofed over. Prime the concrete roof deck as necessary and install a vapor barrier consisting of Torch Base. No vapor barrier/base sheet required at metal deck. Install 1" of Polyisocyanurate Insulation over Base Sheet utilizing insulation adhesive at the specified rate. Mechanically fasten at steel deck. Install 1/2" HD Densdeck or Securock utilizing insulation adhesive per the specified rates. Install an HPR Two-Ply Torch System comprised of a Garland torch Base sheet and a StressPly IV smooth cap sheet. New drains and leads are to be used at existing drain locations. Flashings to consist of a two-ply system of HPR Torch Base and StressPly IV Mineral cap. New copings are to be installed per specifications. At Boiler #5 roof, Stone cap is to remain where an overhang occurs. A termination bar set in sealant along with a counter-flashing is to be used. At areas where the stone is not covered, the joints are to be sealed with a non-sag polyurethane sealant. Flood and slag in cold process Black Knight Cold at a rate of 6 gallons per square at Boiler #5 and any other area determined to have slope less than 1/4" per 12". At other sections where slope is greater than or equal to 1/4" per 12", weatherscreen is to be used. Manufacturer to issue 30 year warranty.

**ACTION REQUESTED:** Concur with the resolution from the Wyandotte Municipal Services Commission and as recommended by WMS management authorizing acceptance of the lowest qualified bid from Molnar for the amount of \$450,440.00 for labor and Garland (US Communities Procurement Program) in the amount \$395,882.72 for the materials, total awarded bid for this project is \$846,322.72 for labor and materials.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Capital project was approved in the 2014 Electric Department capital budget for \$850,000.00. The project will be financed over 7 years at 2.0144% interest with Chase Bank which will be requested for approval under separate cover.

**IMPLEMENTATION PLAN:** Proceed with the awarding of the lowest qualified bid to Molnar to begin the tear down and re-construction of the roofs at the Power Plant after concurrence with the commission resolution by council, completion of financing and forwarding of all necessary documents.

**COMMISSION RECOMMENDATION:** Municipal Services Commission authorized the awarding of the lowest qualified bid for the roof replacement at the Power Plant to Molnar at the October 23, 2013.

**CITY ADMINISTRATOR'S RECOMMENDATION:** TDrysdale

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

**MAYOR'S RECOMMENDATION:** JRP

**LIST OF ATTACHMENTS**

Signed Commission resolution

Memo regarding bid award to WMS General Manager

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 28, 2013

AGENDA #7

ITEM: Zapplication Renewal Agreement

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, the Special Event Office is in the process of organizing the 2014 Wyandotte Street Art Fair. Please find the attached contract renewal agreement for ZAPPLICAITON for the 2014 Wyandotte Street Art Fair. We had a major increase in artist applications for the 2011, 2012 and 2013 shows and feel that the online application process will absolutely develop and promote our show for the future. We have contracted with this company for the last four years.

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

ACTION REQUESTED: Please take this agreement into consideration, as your approval and subsequent signing will allow us to continue planning this celebratory event.

BUDGET IMPLICATIONS &amp; ACCOUNT NUMBER:

\$1,000 - WSAF Expense Account - 285-225-925-730-860

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

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

MAYOR'S RECOMMENDATION: .JRP

LIST OF ATTACHMENTS

Zapplication Renewal Agreement

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 28, 2013

AGENDA ITEM #8

ITEM: Collective Bargaining Agreement - Police Patrol Officers (POAM)

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City's collective bargaining agreement with the Wyandotte Police Patrol Officers Association-Police Officers Association of Michigan (POAM) expired on January 31, 2012. Attached for your review and approval are three (3) Memorandums of Understanding between the City of Wyandotte and the POAM relating to the collective bargaining agreement for the period from February 1, 2012 through December 31, 2015. Also attached is the Arbitrator's decision from the Act 312 arbitration hearing. This arbitration was held based on the petition by the Union. 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 8% 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

LIST OF ATTACHMENTS:

1. Memorandum of Understanding dated March 20, 2013
2. Second Memorandum of Understanding dated March 21, 2013
3. Third Supplemental Memorandum of Understanding dated May 29, 2013
4. Panel's Findings, Opinion and Orders - Act 312 Arbitration dated September 12, 2013

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 28, 2013

AGENDA ITEM #9

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

PRESENTER: Todd A. Drysdale, City Administrator

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

LIST OF ATTACHMENTS: Tentative Agreements

## 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

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: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Forms approved by Legal Department

MAYOR'S RECOMMENDATION: jrp

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

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 28, 2013

AGENDA ITEM #11

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

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Enclosed please find a contract for pavement repair on Oak Street from Fort Street (Highway M85) 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: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Approved form by Bill Look 10/22/13

MAYOR'S RECOMMENDATION: JRP

LIST OF ATTACHMENTS: MDOT Contract

## CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION

MEETING DATE: October 28, 2013

AGENDA ITEM #12

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 infra-structure 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: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Ordinance prepared by City Attorney

MAYOR'S RECOMMENDATION: JRP

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

LATE ITEM

October 28, 2013

Honorable Mayor and Council, City of Wyandotte, Michigan

RE: Late request for consideration at tonight's council meeting.

St. Stephens Episcopal Church is having a vendor shopping fundraiser on November 7, in our great hall.

One of our advertising tools is a sandwich board with information.

With this letter, we are asking City Council's permission to display the board in front of select businesses in downtown Wyandotte.

We understand that we also have to have permission from our Wyandotte business participants and our Wyandotte in-kind sponsors.

I can be reached at 313-378-6457 for any further questions.

Thank you for your consideration.

Sincerely, Richard Fickeisen, 2013 Senior Warden, St. Stephen's Episcopal Church, 2803 First Street, Wyandotte, Michigan 48192

REPORTS AND MINUTES

Financial Services Daily Cash Receipts	October 22-23, 2013	\$120,668.70
Fire Commission	October 8, 2103	
Fire Commission	October 8, 2013	
Police Commission	October 8, 2013	
Police Commission	October 22, 2013	
Cultural & Historical Commission	October 17, 2013	
Cultural & Historical Commission	September 12, 2013	
Zoning Board of Appeals & Adjustments	October 2, 2013	
Fire Fighter's Civil Service Commission	September 11, 2013	
Wyandotte Recreation Commission	October 8, 2013	
Planning Commission	October 17, 2013	

CITIZENS PARTICIPATION

None

RECESS

RECONVENING

ROLL CALL

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

Absent: None

FIRST READING OF AN ORDINANCE

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

FINAL 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"

## 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 14-8.1 (14) entitled: "Toter Carts" as follows:

Sect. 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:

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

NAYS: None

ABSENT: None

I hereby approve the adoption of the foregoing ordinance this 28<sup>th</sup> day of October, 2013.

CERTIFICATION

We, the undersigned, Joseph R. Peterson and William R. Griggs, respectfully, the Mayor and City Clerk of the City of Wyandotte, Michigan, do hereby certify that the foregoing ordinance was duly passed by the Council of the City of Wyandotte at a regular meeting, therefore, on October 28, 2013.

DATED: October 28, 2013  
 Joseph R. Peterson, Mayor

William R. Griggs, City Clerk

RESOLUTIONS

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

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 Daniel Galeski  
Supported by Councilperson Leonard Sabuda  
ROLL ATTACHED

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from the Salvation Army requesting placement of their Christmas Tree in the Downtown area to support their Red Kettle campaign is hereby received and placed on file. AND FURTHER a resolution to designate the official location for the Salvation Army is the clock tower at Maple and Biddle.

I move the adoption of the foregoing resolution.  
MOTION by Councilperson Daniel Galeski  
Supported by Councilperson Leonard Sabuda  
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stee  
NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from William Chernick, 656 Clinton relative to permission for the placement of boulders on his neighbor's property located at 636 Clinton is hereby received and placed on file.

I move the adoption of the foregoing resolution.  
MOTION by Councilperson Daniel Galeski  
Supported by Councilperson Leonard Sabuda  
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec  
NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from Michael Paschke regarding the Zagster Bike Share Program Proposal is hereby received and placed on file. AND BE IT FURTHER RESOLVED that said request be referred to the City Engineer, Downtown Development Director, Chief of Police and Department of Legal Affairs relative to placement in a Wayne County right of way and maintenance and liability issues with a review and report back to Council in two (2) weeks.

I move the adoption of the foregoing resolution.  
MOTION by Councilperson Daniel Galeski  
Supported by Councilperson Leonard Sabuda  
YEAS: Councilmembers Fricke, Galeski, Miciura, Sabuda, Schultz, Stec  
NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from Hoon-Yung Hopgood, State Senator 8th District regarding receipt of the City of Wyandotte's resolution relative to Senate Bill 313, which would amend Michigan's rental housing inspection law is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the determination that there will be no change in the existing signage in the intersection of 14th and Pine Streets and the Police Department staff will continue to monitor the vehicular traffic in the area and address any violations of the traffic code. AND BE IT FURTHER RESOLVED that the owner of Trinity Transportation has been made aware of the traffic issues as submitted by Mr. Roszkowski and has indicated that he will address the issue with his employee. AND BE IT FURTHER RESOLVED that this communication will be filed pending any further problems which may need to be addressed in/near the intersection of 14th and Pine Streets.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS in the recommendation set forth by the Safety Coordinator/Planner/Scheduler of the Power Plant and the Municipal Service Commission to APPROVE the bid for the roof replacement at the City of Wyandotte Power Plant, 2555 Van Alstyne as submitted by Molnar Roofing in the amount of \$846,322.72 as being the best bid meeting specifications. AND FURTHER warranties to be included in Contract for both Labor and Materials.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the Special Event Coordinator and hereby APPROVES the Zapplication Renewal Agreement in the amount of \$1,000 from account # 285-225-925-730-860. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said Agreement on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

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 Patrol Officers Association-Patrol Officers Association of Michigan (POAM) AND FURTHER instructs the City Administrator to prepare the collective bargaining agreement for the period of February 1, 2012 through December 31, 2015; AND FURTHER authorizes the Mayor and City Clerk to execute said agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

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 the period of October 1, 2012 through December 31, 2015; AND FURTHER authorizes the Mayor and City Clerk to execute said agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council CONCURS with the City Engineer to list for sale the NSP3 property at 1749-2nd Street with the Downriver Real Estate Group in the amount of \$119,900 to be sold to a veteran that earns less than 50% of AMI with the City offering no more than \$86,000 in home buyers assistance; AND BE IT FURTHER RESOLVED that Council APPROVES the budget amendment to add \$32,225.24 to NSP3- Program Income Expense 101-440-925-771 and NSP3-Program Income revenue 101-000-510-510-071. AND FURTHER 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 Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the communication from the City Engineer recommending the approval of 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 # 13-5584 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the City APPROVES and 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's share of the cost in the project is \$37,500 funds to be derived from the Major Street Funds account # 202-440-825-830-460.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the 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 Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that Council hereby GRANTS permission to St. Stephen's Episcopal Church, 2803 First Street, Wyandotte to place sandwich board signs in front of select businesses in the downtown area provided they get permission from said businesses. AND BE IT FURTHER RESOLVED that Hold Harmless Agreements be executed as prepared by the Department of Legal Affairs once the location of the signs are determined. AND FURTHER that the City of Wyandotte be named as additionally insured on their liability insurance. AND BE IT FURTHER RESOLVED that sign permits must be applied for in front of each business and all signs must be removed by November 18, 2013.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

Wyandotte, Michigan October 28, 2013

RESOLUTION by Councilperson Daniel Galeski

RESOLVED by the City Council that the total bills and accounts in the amount of \$1,687,630.34 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Leonard Sabuda

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

NAYS: None

ADJOURNMENT

MOTION by Councilperson Daniel Galeski

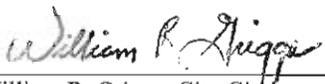
Supported by Councilperson Leonard Sabuda

That we adjourn.

Carried unanimously

Adjourned at 8:18 PM

October 28, 2013

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

**FINANCIAL SERVICES DAILY CASH RECEIPTS**

DATE 10-31-13

BEGINNING DATE 10-31-13 AND ENDING DATE 10-31-13

SALES RECEIPT # 453195 THRU 453198

DESCRIPTION	ACCOUNT NUMBER	KEY CODE	AMOUNT
ACCTS. RECEIVABLE - RESCUE	101-000-041-020	XL	
MIDWESTERN AUDIT A/R -RESCUE	101-000-041-021	XT	
MISCELLANEOUS RECEIPTS	101-000-655-040	RE	1,005.45
LIQUOR LICENSE	101-000-600-030	S2	
FINES DIST COURT WYANDOTTE	101-000-650-010	M1	
DIST COURT RIVERVIEW CASES	101-000-650-012	M3	
WORK FORCE WYANDOTTE	101-000-650-011	M2	
WORK FORCE RIVERVIEW	101-000-650-017	M6	
COURT TECHNOLOGY WYANDOTTE	101-000-650-018	M7	
COURT DRUG TESTING FEES	101-000-650-020	M9	
COURT SCREENING ASSESSMENTS	101-000-650-021	AS	
CHEMICAL AWARENESS	101-000-650-024	AW	
STATE DRUNK DRIV/DRUG CASE MGT	101-000-650-013	M4	
LAND CONTRACT REC. - UDAG	284-000-041-050	AR	
JAJL PROPERTIES PROMISSORY NOTE	284-000-041-015	AR	
PARKING LOT LOANS	284-000-060-030	AR	
CINGULAR WIRELESS CELLSITE RENT	492-000-655-020	BB	600.00
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	732-000-670-010	7R	
PD EMPLOYEE PENSION CONTRIB	731-000-392-040	EP	
HEALTH INSURANCE REIMBURSEMENT	101-000-231-020	MZ	
HF WYAN HOSP 2013 DISASTER PLAN	101-000-257-062	MZ	3,000.00
DAILY PARKING LOT LEASE	101-000-041-010	AR	2,273.86

TOTAL MONIES RECEIVED

6,879.31

TODD A. DRYSDALE  
DIRECTOR OF FINANCIAL SERVICES

01- 101  
October 23, 2013

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission On Wednesday, October 23, 2013 at 5:00 P.M.

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

General Manager  
& Secretary - Rod Lesko

Also Present - Paul LaManes  
Valerie Hall  
Pam Tierney  
Charlene Hudson  
Jim Skarzynski  
Matt Verley - Garland  
Steve Colwell  
Dave Fuller

APPROVAL OF MINUTES

MOTION BY Commissioner DeLisle and seconded by Commissioner Sadowski to approve the September 17, 2013, working session Municipal Service Commission meeting minutes.

MOTION by Commissioner DeLisle and seconded by Commissioner Sadowski to approve the September 24, 2013, regular session Municipal Service Commission meeting Minutes.

HEARING OF PUBLIC CONCERNS

None

RESOLUTION 10-2013-01

MOTION by Commissioner Cole and seconded by Commissioner DeLisle to authorize the General Manager to accept the lowest qualified bid for roof replacement at the Power Plant from Molnar in the amount of \$450,440.00 for labor and from Garland (US Communities Procurement program) in the amount of \$395,882.72 for the materials,

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 10-2013-02

MOTION by Commissioner Cole and seconded by Commissioner Lupo to authorize the Telecommunications Department to purchase an Uninterruptable Power Supply Unit in the amount of \$11,671.12.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 10-2013-03

MOTION by Commissioner Lupo and seconded by Commissioner Cole to authorize the General Manager to sign a new lease agreement for a Neopost Postage Machine for the Customer Assistance/Payment Center.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 10-2013-05

Rod Lesko giving overview on ORION Handheld electric/water meter Readers.

MOTION by Commissioner Cole and seconded by Commissioner DeLisle to authorize the General Manager to purchase six Ranger 3, ORION Receiver Handhelds and upgrade our software package to READCENTER ANALYTICS+ at a total price of \$36,000.00 through Badger Meter.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

RESOLUTION 10-2013-06

Charlene Hudson, giving overview on Handheld transmitter/receiver for electric/water meter readers.

MOTION by Commissioner Lupo and seconded by Commissioner Sadowski to authorize the General Manager to purchase a total of 4 HHTF (Handheld transmitter/received) units at a total price of \$13,780.00 through Power Line/HD Supply.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

REQUEST TO CHANGE WYANDOTTE MUNICIPAL SERVICE COMMISSION MEETING  
TO EVERY OTHER WEDNESDAY STARTING OCTOBER 30, 2013

MOTION by Commissioner Cole and seconded by Commissioner DeLisle to change the Wyandotte Municipal Service Commission Meeting to every other Wednesday starting October 30, 2013.

Commissioner Figurski asked that the roll be called

YEAS: Commissioner Cole, Delisle, Figurski, Lupo, Sadowski

NAYS: None

REPORTS AND COMMUNICATIONS

MOTION BY Commissioner Sadowski and seconded by Commissioner DeLisle to receive and place reports and communications on file.

Commissioner Figurski asked that the roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

APPROVAL OF VOUCHERS

MOTION by Commissioner Sadowski and seconded by Commissioner DeLisle that the vouchers be paid as presented.

#5194	\$ 262,534.16
#5195	\$4,863,476.04
#5196	\$ 14,583.87
#5197	\$ 208,623.10
#5198	\$ 288,279.68
#5199	\$ 771,760.98

Commissioner Figurski asked that roll be called.

YEAS: Commissioner Cole, DeLisle, Figurski, Lupo, Sadowski

NAYS: None

LATE ITEMS

None

COUNCIL RESOLUTIONS

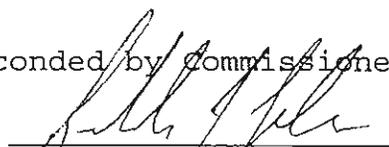
RESOLVED by the City Council that the Communication from the General Manager of Municipal Service, Assistant Manager of Municipal Service and Power Systems Supervising Engineer of Municipal Service relative to the authorization letter for Energy purchases through MPPA is hereby received and place on file.

AND BE IT FURTHER RESOLVED that Council CONCURS in the recommendation Of Wyandotte Municipal Service Commission and hereby GRANTS permission to Municipal Service through its member authorized representative, to sign the Letter of Authorization for Michigan Public Power Agency to act as our agent in securing energy purchases as identified in WMS risk mitigation plan and is consistent with the power supply plan developed as part of the cost of service study.

RESOLVED by the City Council that the communication from the Assistant General Manager of Municipal Service setting forth the Fiscal 2014 Budgets for Electric, Water and Telecommunications is hereby received and place on file. AND BE IT FURTHER RESOLVED that Council CONCURS with the adoption of the Electric Utility Operating & Capital Budget for Fiscal 2013-2014. Water Utility Operating & Capital Budget for Fiscal 2013-2014 and Telecommunications Utility Operating & Capital Budget for Fiscal 2013-2014 as presented.

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

MOTION by Commissioner Cole and seconded by Commissioner Sadowski to now adjourn. 5:15

  
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Rod Lesko, Secretary