

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, NOVEMBER 25th , 2013 , 7: 00 PM  
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE DONALD C. SCHULTZ

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

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

1. Communication from the Superintendent of Recreation regarding the hiring of a Recreation Secretary.
2. Communication from the Downtown Development Director regarding Small Business Saturday, and Festive Fridays in the City of Wyandotte. (SMALL BUSINESS DAY )  
SATURDAY, NOVEMBER 30TH from 10:00 a.m. to 6:00 p.m. (FESTIVE FRIDAYS)  
DECEMBER 6TH, 13TH, AND 20TH FROM 6:00 P.M. TO 9:00 P.M. WITH SANTA AT  
WHITE FURNITURE FROM 6:00 P.M. TO 9:00 P.M.
3. Communication from the DDA Director, City Engineer, Chief of Police and Department of Legal Affairs regarding the Zagster Bike Rental Proposal.
4. Communication from the City Administrator relative to a ballot question for a Charter Amendment relative to Operating Millage.

5. Communication from the City Administrator regarding various services performed by the City of Wyandotte in accordance with Section 222 of the City Charter.

6. Communication from the City Engineer relative to the sale of city-owned property to the Wyandotte Community Alliance.

7. Communication from the City Engineer regarding the purchase of additional 96 Gallon Toters.

8. Communication from the City Engineer regarding Stormwater, asset management and Wasterwater (SAW) Grant Application.

9. Communication from the City Engineer regarding an amendment to purchase Agreement for the former 865-868 Forest/3835-3841-9th.

10. Communication from the City Administrator regarding PA 152 of 2011- Compliance.

11. Communication from Assistant General Manager regarding the Power Plant Roof-Financing Agreement with Chase Bank.

12. Communication from the Water Department Superintendent regarding WMS Water Rate Adjustments.

13. Communication from the Water Department Superintendent relative to the approval to accept a bid for roof replacements at the Filter Plant Building.

14. Communication from the Superintendent of Telecommunications regarding NCTC Pre-Commitment for Game Show Network Agreement.

15. Communication from the Superintendent of Telecommunications regarding GLDS Billing Software and License Agreement.

16. Communication from the Superintendent of Telecommunications relative to WMS Cable Rate Adjustments.

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	November 18, 2013	\$128,777.92
Retirement Commission Meeting	November 20, 2013	
Municipal Service work session	November 13, 2013	
Municipal Service Commission	November 13, 2013	
Design Review Committee	November 5, 2013	

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

MEETING DATE: November 25, 2013

AGENDA ITEM # 1

**ITEM:** Hiring - Recreation Secretary

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

**INDIVIDUALS IN ATTENDANCE:** Justin N. Lanagan

**BACKGROUND:** The full time Recreation Secretary recently retired. Currently, the office is being staffed with one part time secretary. Applications were taken for the position and the recommended applicant was deemed to be the best candidate for the position. Mrs. Garbin has worked for the Recreation Department for nearly five years and has been a permanent part-time secretary in the office for two and a half years. She has an intricate knowledge of the operations of the City, specifically the Recreation Department and our programs.

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

**ACTION REQUESTED:** Adopt a resolution concurring with the Superintendent of Recreation's recommendation to hire Aimee Garbin to fill the vacant Recreation Secretary position

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** There will be a savings in various account numbers associated with payroll in the 750 Department of the General Fund. This savings is approximately \$17,000 based on the difference in cost between the former secretary and this position.

**IMPLEMENTATION PLAN:** The City's Administrative Office will coordinate the corresponding changes in wages and benefits.

**COMMISSION RECOMMENDATION:** At their November 19th, 2013 meeting, the Recreation Commission concurred with the Superintendent's recommendation.

**CITY ADMINISTRATOR'S RECOMMENDATION:** Based on the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the citizens of the City of Wyandotte. 

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

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

**LIST OF ATTACHMENTS:**

- 1) Resume – Aimee Garbin
- 2) Application for Employment – Aimee Garbin
- 3) Job Description – Recreation Secretary

**RESOLUTION:**

Wyandotte, Michigan  
Date: November 25, 2013

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

**RESOLVED BY THE CITY COUNCIL that Council hereby acknowledges receipt of the communication from the Superintendent of Recreation regarding the Recreation Secretary position.**

**CONCURS with the recommendation therein and hereby declares said position vacant and authorizes the filling of such vacancy and**

**FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Aimee Garbin effective December 2, 2013 as the Recreation Secretary at salary level 25A (\$12.12/hour) which is set in accordance with the City's Personnel Policy Handbook**

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

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

# Aimee Pattenaude-Garbin

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4214 19th Street , Wyandotte, Michigan 48192  
Cell:

Oct 28, 2013

City of Wyandotte - Administration Department  
Wyandotte, Michigan 48192

RE: Recreation Secretary

Dear Hiring Manager,

I'm contacting you in regards to the Recreation Secretary position. Please take a look at my attached resume for a detailed look at my experience.

My most recent and current position as the Recreation Clerk for the City of Wyandotte helped me gain knowledge in the operations of the City Government. In this role, I was responsible for customer service, counter service, daily deposits, payroll, program registrations, purchase orders, billings, good knowledge of the AS 400 system, ordering of office and concession supplies. Several of the responsibilities were shared and were performed when the full-time staff was absent from the office. During my tenure, I maintained a strong relationship with my fellow co-worker and gained knowledge in dictation, contracts for lease agreements and how to process agreements for summer rentals.

Please contact me if you would like to schedule an interview or have any questions about my experience.

Have a lovely day.

Sincerely,  
Aimee Pattenaude-Garbin

# AIMEE PATTENAUDE-GARBIN

4214 19th Street , Wyandotte, Michigan 48192 | |

## Professional Summary

Currently employed with the City of Wyandotte Recreation Department. Responsible Recreation Clerk with customer service and counter experience. Hardworking and reliable. Experience with the AS 400 system, good knowledge and skills in word processing, the operations of the City Government and the ability to take and transcribe dictation. Deadline-driven employee who desires a challenging role as the Recreation Secretary.

## Core Qualifications

- Microsoft Office (Word, Excel, Publisher).
- File/records P.O's, Payroll, Reports, Receipts.
- Customer Service (Counter, Phone).
- Daily Reports (Open Skating, Concession)
- Monthly Reports (Golf Course, Arena Report).
- Utility Bills.
- Summer Reports (Open Swimming, Golf Course, Arena Summer Report).
- Billings (WWHA, RHS, WFSC).
- Boat Ramp Billing
- Payroll
- Prepares contracts for Ice rentals.

## Experience

**Recreation Clerk** 06/2011 to Current  
**City of Wyandotte** Wyandotte, Michigan

Handle daily deposits and reports. Trusted employee to open and lock office on a daily basis. Trusted employee to handle monies in the Recreation office for daily deposits, concession and Wyandotte Shores golf course. Maintains employee schedules and time cards. Processes City Payroll for Arena, Recreation employees, and Wyandotte Shores golf course employees.

**Arena Janitorial/Maint.** 01/2009 to 05/2011  
**City of Wyandotte** Wyandotte, Michigan

Maintained the cleanliness of the Yack Arena. Took part in set up and tear downs of multiple summer events. Created efficient and time saving ways to ensure Arena was safe and clean for patrons at all times. Trained newly hired employee.

**Salon Counter Clerk** 05/1996 to 10/2001  
**Natalies Kuts, Kurls and More** Wyandotte, Michigan

Monitored multiple tanning books to keep track of all salon tanners. Monitored inventory and ordered products for consumer satisfaction. Maintained the cleanliness of the Salon. Trusted employee to open and lock building. Trusted employee to handle daily deposits.

## Education

**Bachelor of Science: Web Development** 2015  
Baker College Online

Currently in the process of enrolling at Baker College Online to continue working on a Bachelors of Computer Science degree with an estimated Graduation year of 2015.

**Associate of Applied Science: Web Development** 2004  
Baker College Online

Graduated Cum Laude.

CITY OF WYANDOTTE, MICHIGAN 48192

# APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

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

**EMPLOYMENT DESIRED**

Position applied for Recreation Secretary

Have you read the description of this job?  Yes  No

Are you qualified to perform these duties?  Yes  No

Other position you would consider N/A

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

Date you can start As soon as possible Wage expected \$ 12.12

**PERSONAL INFORMATION**

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

Name Pattenaude-Garbin Aimee Elizabeth  
Last First Middle

Address 4214 19th Street Wyandotte MI 48192  
Street City State Zip Code

Telephone (including area code) \_\_\_\_\_

Other last names used while working, if any Pattenaude

Are you a U.S. Citizen?  Yes  No

If no, specify type of entry document and work authorization \_\_\_\_\_

Have you ever been convicted of a crime?  Yes  No

If yes, please give specifics \_\_\_\_\_

Are there any felony charges pending against you?  Yes  No

If yes, please give specifics \_\_\_\_\_

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

Yes  No

If yes, indicate branch of military? \_\_\_\_\_

Dates of duty: From \_\_\_\_\_ To \_\_\_\_\_ Type of discharge \_\_\_\_\_  
Month Day Year Month Day Year

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

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

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

If yes, what type of license do you hold? \_\_\_\_\_

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

If so, when? Current job in Recreation Department

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

If yes, indicate names and dates employed Anna Pattenaude, current Joe Peterson, current Joe Peterson, current

Are you a smoker?  Yes  No

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

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

If yes, state which drugs and explain if you used, possessed or sold them \_\_\_\_\_

Have you ever been bonded on a job?  Yes  No

If so, where and when? \_\_\_\_\_

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

Name Anna Pattenaude Telephone (including area code) \_\_\_\_\_

Address 3629 21st Street Wyandotte MI 48192  
Street City State Zip Code

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

Name and Occupation	Address	Phone Number
Karen Cooper	Wyandotte, MI	
Lisa Molina Jamgochian	Taylor, MI	
SGT. Major Bill Millet	Ohio	

**EDUCATION**

Identify any special skills, training or licenses you have which are related to the position you are applying for:

AS 400 System trained, computer knowledge, spreadsheets, word processing etc. Customer Service trained

**High School** NAME Gabriel Richard CITY/STATE Riverview, MI DEGREE MAJOR

**College** Baker Online Associate of Applied Science

**Other**

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

1. Firm name City of Wyandotte

Employed from 06 2011 to Current

Type of business Recreation Department

Address 3131 Third Street Wyandotte MI 48192

Telephone Number 734-324-7292 Name of supervisor Justin Lanagan

Positions Part Time Clerk Starting salary \$ 8.00 Final salary \$ Same

Duties performed Secretarial work, computer knowledge, customer service, daily deposits, reports, billings

Reason for leaving Current

If presently employed, may we contact your supervisor?  Yes  No If yes, telephone 734-324-7294

2. Firm name City Of Wyandotte

Employed from 01 2009 to 05 2011

Type of business Arena Maint. and Janitorial

Address 3131 Third Street Wyandotte MI 48192

Telephone Number 734-324-7265 Name of supervisor Brad Schmidt

Positions Arena Maint. & Janitorial Starting salary \$ 7.40 Final salary \$ 7.90

Duties performed Cleaned arena, set up for summer events

Reason for leaving Moved into Recreation Office as part time clerk

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

If yes, please explain

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

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

#### APPLICANTS FOR UNION POSITIONS

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

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

Dated: 10/25/13

Signature: Aimee E. Patkande Huber

#### APPLICANTS FOR NON-UNION POSITIONS

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

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

Dated: 10/25/13

Signature: Aimee E. Patkande Huber

4/26/05

## RECREATION SECRETARY II

General Statement of Duties: Performs difficult secretarial and administrative tasks; does related work as required.

Distinguishing Features of the Class: This is important secretarial and administrative work and is distinguished from the Secretary I class by the requirements of a broader knowledge of the City and the Recreation department's operations, more frequent contacts with top level officials of the City or other units of government and the handling of a greater variety of matters with a view toward conserving the time of a superior. Considerable judgment and tact are required in handling the many diverse problems that occur. Improper action might have serious public relations implications. The work is partially reviewed upon completion but frequently it is impractical to review the data compiled, letters composed or the records prepared. Immediate supervision may be exercised over one or two subordinates. Work is supervised by the Superintendent of Recreation.

### Examples of Work: (Illustrative Only)

- Takes and transcribes difficult dictation of minutes, letters, memoranda, articles and addresses relating to general City operations Prepares replies to correspondence from brief dictated notes or on own initiative;
- Types complex statistical and other reports;
- Screens visitors, telephone calls and incoming mail and personally answers those inquiries which in the employee's judgment do not require the supervisor's attention;
- Makes appointments for the Superintendent and reminds them of appointments or other matters that should be called to their attention;
- Prepares requisitions, vouchers, budget forms and other data;
- Prepares bid files for lease agreements (Bishop Park Concession Stand, Boat Ramp)
- Prepares contracts for lease agreements/facility rentals
- Searches files for materials to serve as background for reports or permits requested;
- Takes employment applications and maintains personnel records;
- Types purchase orders, quotations or statistical tables;
- Prepares and processes general City payroll;
- Customer service, program registrations, handles complaints from citizens;
- Operates the City's purchasing and personnel software system;
- Operates personal computer with word processing and spreadsheets;
- Operates various other office machines.
- Maintains office inventory and orders supplies when necessary
- Trains new clerical staff
- Shared responsibility for cash drawer and daily deposits

Required Knowledge, Skills and Abilities: Thorough knowledge of office terminology, procedures, equipment and of business arithmetic and English; good knowledge of the AS 400 system; good knowledge of the operations of City government; ability to take and transcribe dictation at a high rate of speed; ability to operate personal computer and set up spread sheet programs and possess good knowledge and skills in word processing; ability to meet top level officials and others with tact and diplomacy and to maintain effective relations with the public and fellow employees; demonstrated ability to maintain complex clerical records and prepare reports from such records; ability to work under pressure and make decisions in accordance with laws, ordinances, regulations and established procedures ability to make relatively complex mathematical computations rapidly and accurately; good judgment; tact and courtesy; good physical condition.

Acceptable Experience and Training: Considerable progressively responsible experience in clerical and secretarial work and completion of a standard high school course and preferably business school training, with completion of two years college work highly desirable; or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 25, 2013

AGENDA ITEM #

2

**ITEM: Small Business Saturday & Festive Fridays in Wyandotte**

**PRESENTER:** Natalie Rankine - DDA Director



**INDIVIDUALS IN ATTENDANCE:** Natalie Rankine – DDA Director

**BACKGROUND:** We are happy to announce that the DDA will once again collaborate with the Wyandotte Business Association to host Small Business Saturday and Festive Fridays in Downtown Wyandotte for the holiday season. The events will highlight live musicians, visits with Santa, carriage and trolley rides and complementary gift wrap, “Joe Bucks” gift certificate giveaways and live reindeer on December 13th. We will also be offering maps outlining specials that Wyandotte businesses will be offering each evening.

Our schedule of events is as follows:

**SMALL BUSINESS SATURDAY - Saturday, November 30<sup>th</sup> from 10:00 am to 6:00 pm**

Visits with Santa at White Furniture from 12:00 noon to 3:00 pm. “Joe Bucks” giveaways all day long. Complementary gift wrap at the Axe n Ladder Deli from 10:00 am to 6:00 pm. (Volunteers from Blessings in a Backpack and Love Wyandotte will be wrapping for tips for the Blessings in a Backpack program). The Salvation Army will be hosting a canned food drive at the clock tower. Those who donate will receive a raffle ticket for a gift basket. Live musicians will be performing intermittently throughout the day. The horse and carriage will be operating from 12:00 am to 3:00 pm and the trolley will be operating from 1:00 pm to 5:00 pm.

**FESTIVE FRIDAYS – December 6<sup>th</sup>, 13<sup>th</sup> and 20<sup>th</sup> from 6:00 pm to 9:00 pm.**

Visits with Santa at White Furniture from 6:00 pm to 9:00 pm. “Joe Bucks” giveaways all night long. Live musicians will be performing intermittently throughout all evenings. The horse and carriage and the trolley will be operating from 6:00 pm to 9:00 pm each night.

Reindeer at the corner of Biddle and Sycamore on Friday, December 13<sup>th</sup> from 6:00 pm to 9:00 pm.

Complementary gift wrap at Total Health on Friday, December 20th from 6:00 pm to 9:00 pm.  
(Volunteers from Blessings in a Backpack and Love Wyandotte will be wrapping for tips for the Blessings in a Backpack program).

**STRATEGIC PLAN/GOALS:** This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to *enhancing the community's quality of life*.

**ACTION REQUESTED:** Place the information presented regarding Small Business Saturday and Festive Fridays on file.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** N/A

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

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

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** N/A

**RESOLUTION:**

RESOLVED BY MAYOR AND COUNCIL that information from the DDA Director regarding the Downtown Development Authority and Wyandotte Businesses Association's collaboration for Small Business Saturday and Festive Fridays is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilmember \_\_\_\_\_

SUPPORTED by Councilmember \_\_\_\_\_

YEAS

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ABSENT \_\_\_\_\_

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

3

**MEETING DATE:** November 25, 2013

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

**ITEM:** Zagster Bike Rental Proposal

**PRESENTER:** Natalie Rankine - DDA Director, Mark Kowalewski - City Engineer, Daniel Grant - Police Chief

*NRK*

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

**BACKGROUND:** Response relative to the Council request from October 29<sup>th</sup> regarding the request for the installation of the Zagster Bike Rental from Michael Paschke. The aforementioned departments have consulted with Legal Counsel and have made the determination that the proposal would be a positive addition to Wyandotte given the following conditions and recommendations.

1. The bike rack rental facility should not be located in an existing parking space, county right-of-way or active traffic lanes.
2. Placement of the rental rack on public property is preferred over a private location. This is preferred because it is conceivable that a business or property owner could no longer desire to host this amenity on their property. That said, proposed public locations are as follows:
  - a. Northwest corner of Biddle Avenue and Elm
  - b. Northwest corner of First Street and Elm
  - c. Property at Bishop Park
  - d. Property at BASF Park/Wyandotte Shores
  - e. Southwest corner of Biddle Avenue and Eureka
3. If the racks are to be located on City Property, a Hold Harmless and Grant of License would be required.

The Zoning Ordinance as written does not specifically permit this type of use. In the CBD and B-2 Districts it would require Zoning Board review for Special Approval or Exception each and every time the use is proposed. If this proposal is to be considered, changes in the Zoning Ordinance may have to be adopted.

Additionally, legal counsel has brought forth the following points for council to consider when making decisions regarding the use of public property:

1. Should there be a limit on the amount of uses that may be made upon each block?
2. Should the use of public space be limited to business owners who occupy a storefront?

3. How much is too much for requested uses of public areas designed for public travel?
4. Who supervises the uses once permission is granted to make sure the public property remains safe and the racks are properly maintained?
5. Should adjacent property owners have an opportunity to object to the proposed use before permission is granted?

**STRATEGIC PLAN/GOALS:** This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to *enhancing the community's quality of life*.

**ACTION REQUESTED:** Refer this issue to the City Engineer, City Attorney and DDA Director to determine a location for the facility and prepare a proposed amendment (if needed, depending upon location) to the Zoning Ordinance to provide for the use and location of outdoor bike rental facilities for a trial period of 12 months.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** Report back to City Council with ninety (90) days. Prepare the amendment to the Zoning Ordinance to include outdoor bike rental uses if necessary.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** See above information in narrative and attached documentation.

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** 1. Memorandum from City Attorney dated November 20, 2013

**RESOLUTION:**

RESOLVED BY MAYOR AND COUNCIL that the response from the DDA Director, City Engineer, Police Chief and Legal Counsel regarding the placement of Zagster Bike Rental racks from Michael Paschke is hereby received and placed on file; AND BE IT FURTHER RESOLVED THAT MAYOR AND COUNCIL refers this issue to the City Engineer, City Attorney and DDA Director to determine a location for the facility and prepare a proposed amendment (if needed, depending upon location) to the Zoning Ordinance to provide for the use and location of outdoor bike rental facilities for a trial period of 12 months.

I move the adoption of the foregoing resolution.

MOTION by Councilmember \_\_\_\_\_

SUPPORTED by Councilmember \_\_\_\_\_

YEAS

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ABSENT \_\_\_\_\_

# Memorandum

To: Natalie Rankine  
From: William R. Look  
Date: November 20, 2013  
CC: Mayor Peterson, Todd Drysdale  
Re: Zagster Bike Rack

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When you indicate the bike rack would be placed upon public property, this could mean city-owned land like Bishop Park or the old theater lot on First and Elm, or it could also include the sidewalks in front of businesses.

If the placement were to be upon city-owned land like the park or at First and Elm, I do not believe the zoning ordinance would need to be amended. Municipal zoning regulations or restrictions usually do not apply to the state or any of its subdivisions (including cities) when the use is in furtherance of governmental function (such as recreational use or facility).

If the placement would be made on the sidewalk in front of or adjacent to a property owner, then it might be useful to bring it under the zoning like the city currently does for outdoor cafés because it is like an extension of the current property use and may impact surrounding properties.

If the bike use is going to be placed on public property, the city may want to consider a concession fee and agreement similar to how the city deals with other concessionaries at Bishop Park and the boat launch. Otherwise the private vendor (who will be receiving city services) would be receiving an advantage over other tenants or property owners in the city who are required to pay for their business overhead, including property taxes. Also, it would reimburse the city for its costs that might arise from the activity and the city would not be subsidizing a private business.

If the city elected to do an agreement for the concession, a provision could be included that the agreement was only for one year and that the city reserves the right not to continue the arrangement after one year. It would also include provisions such as indemnification, insurance, maintenance and supervision of the activity.

LOOK, MAKOWSKI AND LOOK  
PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW  
2241 OAK STREET  
WYANDOTTE, MICHIGAN 48192

(734) 285-6500  
FAX (734) 285-4160

FYI

WILLIAM R. LOOK  
STEVEN R. MAKOWSKI

RICHARD W. LOOK  
(1912 - 1993)

November 6, 2013

To: Honorable Mayor and City Council

From: Department of Legal Affairs

Re: Zagster Bike Share Program

Dear Mayor and City Council:

I have reviewed the request from Michael Paschke regarding a request for a bike rack location. It is my understanding that the applicant does not have a storefront in the city and is requesting placement of the bike rack in front of Tongue's Coffee Shop who concurs with the request. The requested use is a commercial enterprise to be placed on public property. There was also a suggestion of use of Elm Street but I do not know if Tongue's Coffee Shop has any storefront on Elm.

This appears to be a rather substantial use of public property. In the past the city has permitted local businesses to use the public property in front of their business for special events. Also, our zoning ordinance allows special approval for outdoor cafes but such requests go to the Planning Commission and require plans and restricts advertising, and contains certain restrictions.

The city sidewalk downtown currently has signs (and other advertisements), benches, planter boxes, wastebaskets and outdoor patios on the city sidewalks. Now the city has an additional request to use the public streets and/or sidewalks for a commercial bike rack. The city is required by law to maintain the streets and sidewalks safe and convenient for public travel and the city is liable if it fails to do so. There appears to be a trend to request use of public sidewalks. For example, on the same agenda, another request was made for placement of a sandwich board sign on the public property.

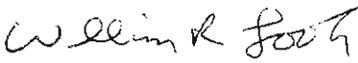
The following questions come to mind:

- 1) Should the city have an overall policy to review all requested use of public property which considers the following:
  - (a) Should there be a density criteria for the amount of uses that may be made upon each block?

- (b) Should the use of public space be limited to business owners who have a storefront?
- (c) Does the zoning ordinance permit such a use? Should a special approval be required like the city has for outdoor patios?
- (d) Who will determine the restriction on use so the sidewalk remains safe and convenient?
- (e) If the city grants permission to one request, what will it do with future requests that come in?
- (f) Who supervises the use once permission is granted to make sure the public property remains safe for public travel?
- (g) Section 32-1 of the ordinance prohibits anyone to obstruct or encumber any public space with any article or thing whatsoever. Are we going to amend this section?
- (h) Should abutting property owners have an opportunity to object or provide input on the proposed use before permission is granted.
- (i) If other business owners want to place bike racks in front of their business as a convenience for their customers, how would the city respond? There may be such requests if the city is encouraging the use of bikes downtown.
- (j) Are bikes prohibited in the downtown area during the art fair?
- (k) Should the city consider utilizing public property (such as the old City Hall site) for such uses and keep it off the sidewalk and street?

While there currently is only one request before the city council, I would assume future requests may be expected and perhaps it is a good time to plan for such future requests. If the council intends to authorize this particular request, a hold harmless and insurance coverage from the applicant would be recommended.

Respectfully submitted,  
Department of Legal Affairs  
Look, Makowski and Look, P.C.

  
William R. Look

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

FYI

**MEETING DATE:** November 11, 2013

**AGENDA ITEM #**     

**ITEM:** Review of proposal for Zagster Bike Share Program

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



**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** A proposal from Michael Paschke relating to the Zagster Bike Share Program was on the agenda at the City Council meeting of October 28, 2013. The proposal was referred to the City Engineer, Downtown Development Director, Chief of Police, and the Department of Legal Affairs with direction to report back to the Council in two weeks. Along with the resolution was an extensive information packet from Zagster along with photographs of proposed bicycle rack locations in the City of Wyandotte.

**STRATEGIC PLAN/GOALS:** The proposal would provide an additional recreation/exercise option for our residents which is in line with the city's strategic plan.

**ACTION REQUESTED:** In my opinion, the additional option of bicycle sharing as proposed by Zagster is a viable option for recreation and exercise for the residents of the City of Wyandotte. I do have concerns about the proposed locations of the bicycles and the racks which will store them. Placing the bicycles and storage racks on our public roadways will impede the flow of traffic and also take away parking spaces in our Downtown area which is so vital for our businesses. I also have a safety concern for persons removing the bicycles from the racks which are proposed for storage adjacent to a traffic lane and the possibility of the cyclist being struck by a passing vehicle. Some of the proposed sites are on the sidewalk just adjacent to the curb which would impede the ability of persons exiting any cars parked next to the racks. During the winter months with the plowing of snow during snow emergencies when the roadways are required to be cleared "curb to curb" or during routine plowing of roadways, the racks will obviously hinder the truck operators and also result in a berm of ice/snow around the racks.

The concept as proposed by Zagster is very interesting and would be a benefit for our residents, however, I find their proposed locations of bicycles/racks being a safety and liability concern for the City. If locations could be found in Wyandotte which would not have such an impact on parking, traffic flows, and pedestrian traffic on our sidewalks, the proposal by Zagster would be more practical.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** This proposal should not have any impact on the city budget.

**IMPLEMENTATION PLAN:** N/A

**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:** The Legal Department has forwarded an opinion to the Engineering Department regarding the Zagster proposal.

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

\_\_\_\_\_  
(Joseph Peterson, Mayor)

**LIST OF ATTACHMENTS:** 1. City Council resolution dated October 29, 2013.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: November 11, 2013

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

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the opinion as rendered from the Police Department relating to the proposal for the Zagster Bike Sharing Program.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that this correspondence will be filed pending any future proposals which may have bicycle/rack locations which are not a safety/liability/maintenance concern for the City of Wyandotte.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec

**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**

October 29, 2013

**RESOLUTION**

Michael Paschke  
Zagster Bike Share Program  
1 Cambridge Center, 6th Floor  
Cambridge, MA 02142  
Michael.paschke@yale.edu

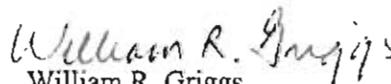
By Councilman Daniel E. Galeski  
Supported by Councilman Leonard Sabuda

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.

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

**RESOLUTION DECLARED ADOPTED**

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on October 28, 2013.

  
William R. Griggs  
City Clerk

CC: City Engineer, Downtown Development Director, Chief of Police, Department of Legal Affairs

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

MEETING DATE: November 25, 2013

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

4

**ITEM:** Charter Amendment – Operating Millage

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** As a result of the projected General Fund revenue shortfall of approximately \$1.5 million in 2011, the City Council approved a ballot question asking to increase the operating millage by an additional 1.75 mills for a three (3) year period. In November of 2011, the voters approved this millage increase which is set to expire at the end of the current fiscal year.

Since the approval of the additional operating millage, the City has reduced the budget by \$1.5 million primarily in the form of:

1. Personnel reductions – fourteen (14) full-time employees since 2010
2. Wage freeze since 2009 for non-union employees and from 2013 through 2015 for union employees
3. Implementation of a 20% employee insurance premium payment for all employees
4. Reduction in holiday pay for police and fire employees
5. Elimination of longevity pay of all employees
6. Delaying virtually all capital equipment purchases
7. Consolidating municipal operations with the Department of Municipal Services
8. Consolidating services with neighboring cities (Dispatch, Animal Control, Assessing)
9. Changing telephone service from AT&T to the VOIP service provided by Wyandotte Municipal Services
10. Increasing user fees for services provided to citizens and businesses
11. Reduction in benefit levels for future retirees

In spite of these changes enacted by the City Council, the City could not address the negative financial pressures it was facing. This is primarily due to:

1. Continued loss of taxable value in the City of which the cumulative loss is forty percent (40%).
2. Drastic increases in the actuarially-determined annual contribution to the defined benefit retirement system.
3. Continued loss of investment income due to the financial markets providing a lack of sufficient rates of return at an appropriate risk level.
4. Decrease in revenue from fines and forfeitures from the 27<sup>th</sup> District Court.
5. Continued increases in health insurance premiums, primarily attributable to the

implementation of the Affordable Care Act (ACA), for both active employees and retirees.

As a result, the current 5-Year Financial Forecast for the City's General Fund indicates the following annual shortfall in revenue:

2014FY -	(185,095)
2015FY -	(936,103)
2016FY -	(1,079,388)
2017FY -	(1,338,964)

Attached is a draft resolution that would again place a millage increase on the ballot for voter approval. The additional 1.75 operating mills approved in November, 2011, will end with the current (2014) fiscal year which is the primary reason for the significant projected shortfall beginning in the 2015FY.

The "renewal" of the 1.75 mills would reduce the shortfall to the following:

2015FY -	(287,598)
2016FY -	(430,883)
2017FY -	(690,459)

An "increase" to a total of 3.0 mills would eliminate/reduce the shortfall as following:

2015FY -	175,620
2016FY -	32,335
2017FY -	(227,241)

Based on this information, it is recommended that three (3) mills be submitted to the voters for a period of five (5) years.

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

**ACTION REQUESTED:** Adopt the attached a resolution that requests a charter amendment to increase the charter tax rate limitation for general operating purposes be submitted to the qualified electors of the City at the next available election date.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The City will realize approximately \$1,112,000 in additional tax revenue in the first year if the charter amendment is approved.

**IMPLEMENTATION PLAN:** Upon affirmative vote of five (5) members of the City Council, the City Clerk will forward the proposed charter amendment to the Governor of the State of Michigan and the Attorney General for approval.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

LEGAL COUNSEL'S RECOMMENDATION: *William L. Boh APPROVED*

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: N/A

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan  
Date:

RESOLUTION by Councilmember

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RESOLVED by the City Council that

**RESOLUTION PROPOSING CHARTER AMENDMENT TO INCREASE  
CHARTER TAX RATE LIMITATION FOR GENERAL OPERATING PURPOSES**

**City of Wyandotte, County of Wayne  
State of Michigan**

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At the regular meeting of the City Council of the City of Wyandotte, County of Wayne, State of Michigan, held on the 25th day of November, 2013, in the Council Chambers at the City Hall, 3200 Biddle Avenue, Wyandotte, Michigan, at 7:00 o'clock p.m., Eastern Daylight Time.

BE IT RESOLVED, by the City Council of the City of Wyandotte, Michigan, as follows:

1. The City Council by at least a three-fifths votes of its members-elect, pursuant to the authority granted by Act 279, Public Acts of Michigan, 1909, as amended, proposes that Section 5 of Chapter XIII of the City Charter of the City of Wyandotte, shall be amended to read as follows:

Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds

mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 ¼) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon. In addition, the city shall levy an ad valorem tax in an amount of three tenths (.30) of one per cent (3 mills) on the dollar of the assessed valuation of all such real and personal property in the city for a period of five (5) years, from 2014 through 2018, for general operating purposes of the City.

The existing Section 5 of Chapter XIII of the City Charter of the City of Wyandotte to be altered by such proposal, if adopted, now reads as follows:

Chapter XIII. Finance and Taxation

Section 5. The aggregate amount which the council may raise by general tax upon the taxable real and personal property in the city for the purpose of defraying the general expenses and liabilities of the corporation, and for all purposes for which the several general funds mentioned in section 4 of this chapter are constituted (exclusive of taxes for schools and schoolhouse purposes) shall not, except as herein otherwise provided, exceed in one year, one and one-fourth (1 ¼) per cent, provided that the council may also raise such further money annually, not exceeding three (3) mills on the dollar of the assessed valuation of the property in the city as may be necessary to provide an interest and sinking fund to pay the funded debts of the city and interest thereon.

2. The proposed amendment to Section 5 of Chapter XIII shall be submitted to the electors in the following form:

**WYANDOTTE CITY CHARTER AMENDMENT  
FOR OPERATING MILLAGE**

Shall Section 5 of Chapter XIII of the City Charter of the City of Wyandotte be amended to require the levy of an ad valorem tax in an amount of three tenths of one percent of the assessed value (3 mills) for a period of five (5) years, from 2014 through 2018, on all real and personal property subject to taxation in the city as new additional millage for the purpose of providing additional funds for general operating purposes? It is estimated that 3.0 mills would raise approximately \$1,112,000 when first levied in 2014.

[ ] YES

[ ] NO

3. The City Clerk shall transmit copies of the proposed amendment of Section 5 of Chapter XIII of the City Charter to the Governor of the State of Michigan for approval, and transmit a copy of the foregoing statement of purpose of the proposed amendment to the Attorney General of the State of Michigan for approval, as required by law.

4. The proposed charter amendment of Section 5 of Chapter XIII shall be, and the same is hereby ordered to be, submitted to the qualified electors of this City at a special City election to be held in the City of Wyandotte, the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, and the City Clerk is hereby directed to give notice of the election and notice of registration thereof in the manner prescribed by law and to do all things and to provide all supplies necessary to submit the charter amendment to the vote of the electors as required by law.

5. The proposed amendment of Section 5 of Chapter XIII shall be published in full together with the existing charter provision altered or abrogated thereby as part of the notice of election.

6. The canvass and determination of votes of said question shall be made in accordance with the laws of the State of Michigan and the City Charter of the City of Wyandotte.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

I move the adoption of the foregoing resolution.

MOTION by Councilmember

Supported by Councilmember

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

VOTER: PLEASE DO NOT REMOVE STUB  
IF STUB DETACHES, PLEASE RETURN WITH BALLOT

Wyandotte, Mich

**OFFICIAL BALLOT**  
**Special Election**  
**Tuesday, November 8, 2011**  
**Wayne County, Michigan**  
**City of Wyandotte, Precinct 1**

**TO VOTE:** Completely darken the oval opposite each choice as shown: (  ).

**IMPORTANT:** To mark your ballot, use only a black or blue ink pen. **DO NOT USE ANY OTHER INK COLOR!**

**WHEN YOU HAVE COMPLETED VOTING:** Place the ballot in the secrecy sleeve so that votes cannot be seen and the numbered stub is visible. Return the ballot to the election official stationed at the tabulator. (If voting by absentee ballot, follow the instructions provided by the clerk for returning the ballot.)

**NOTE:** If you make a mistake, return your ballot to the election official and obtain a new ballot. Do not attempt to erase or correct any marks made in error.

**PROPOSAL SECTION**

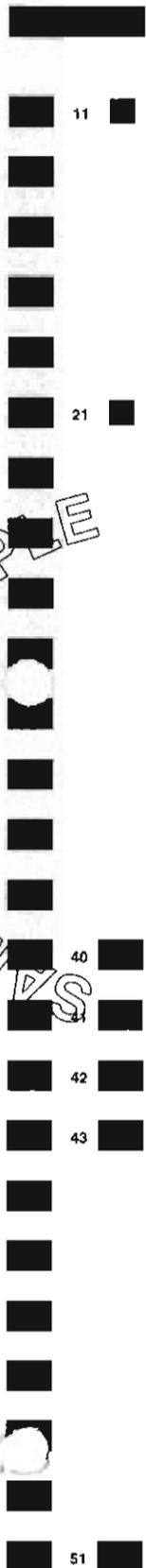
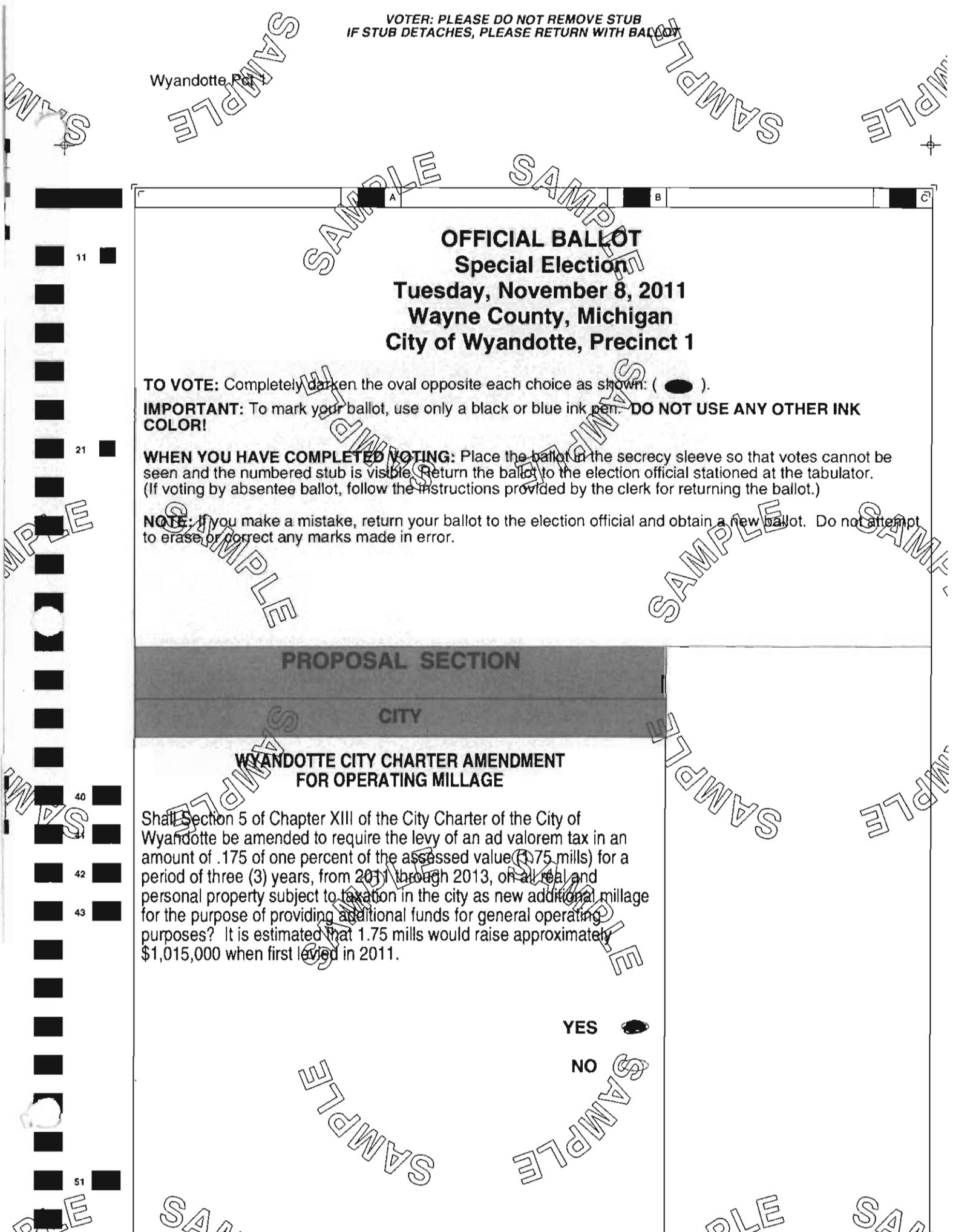
**CITY**

**WYANDOTTE CITY CHARTER AMENDMENT  
FOR OPERATING MILLAGE**

Shall Section 5 of Chapter XIII of the City Charter of the City of Wyandotte be amended to require the levy of an ad valorem tax in an amount of .175 of one percent of the assessed value (.175 mills) for a period of three (3) years, from 2011 through 2013, on all real and personal property subject to taxation in the city as new additional millage for the purpose of providing additional funds for general operating purposes? It is estimated that 1.75 mills would raise approximately \$1,015,000 when first levied in 2011.

**YES**

**NO**



**City of Wyandotte  
Special Election  
Nov. 8, 2011  
Unofficial Results**

<b>Operating Millage</b>	Precinct 1	Precinct 2	Precinct 3	Precinct 4	Precinct 5	Precinct 6	Precinct 7	Precinct 8	Precinct 9	Precinct 10	<b>Totals</b>
Yes	146	314	207	248	277	253	162	335	415	182	2539
No	129	154	128	155	154	167	118	151	214	99	1469
											0
											0
											0
Voters that Voted	278	471	337	404	431	420	282	487	630	283	4023
Registered Voters as of 10-11-11	1480	2364	1580	2134	2315	2244	1558	1825	2343	1431	19274
% of turn out per Precinct	19%	20%	21%	19%	19%	19%	18%	27%	27%	20%	21%

Totals

Yes	2539
No	1469

  
 William R. Griggs  
 City Clerk

Total Votes 4023  
 Registered 19274  
 Percentage 0.20873

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

5

**MEETING DATE:** November 25, 2013

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

**ITEM:** Various Services performed by the City of Wyandotte

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Attached is a list of services performed by the Department of Public Service that have not been paid. In accordance with Section 222 of the City Charter, said charges should be placed as a special assessment against property.

**STRATEGIC PLAN/GOALS:** The City is committed to maintaining and developing excellent Neighborhoods and the Downtown.

**ACTION REQUESTED:** Approve said charges to be placed as a special assessment against properties.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** The City Assessor to spread said charges on the 2013 Winter Tax Roll.

**COMMISSION RECOMMENDATION:** N/A

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

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

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

**LIST OF ATTACHMENTS:** Special Assessment Roll for 2013 Winter Tax Roll

**MODEL RESOLUTION:**

RESOLVED by City Council that Council hereby concurs in the recommendation of the City Administrator in his communication regarding the list of various services performed by the Department of Public Service; AND

BE IT FURTHER RESOLVED that Council directs the City Assessor to spread said charges on the 2013 Winter Tax Roll.

I move the adoption of the foregoing resolution.

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

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

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

Property Number	NAME	ADDRESS	STREET	COST	SERVICE TYPE	DATE OF SERVICE
57-007-03-0003-000	Evans Rose/M Lepper	222	Antoine	\$ 200.00	grass cutting	7/12/2013
57-006-02-0062-000	Walter Pawlowski	1009	Antoine	\$ 200.00	grass cutting	6/4/2013
57-017-03-0261-000	HSBC Bank	1809	Ash	\$ 200.00	grass cutting	6/25/2013
57-004-01-0101-000	Mary Suyak	112	Bennett	\$ 200.00	grass cutting	7/18/2013
				\$ 200.00	grass cutting	8/18/2013
57-001-01-0018-001	Michael Finn	223	Biddle	\$ 200.00	grass cutting	5/30/2013
				\$ 200.00	grass cutting	7/2/2013
57-001-05-0033-300	Wayne Flanery	462	Biddle	\$ 200.00	grass cutting	7/23/2013
57-004-01-0129-304	Felicia Denlinger	227	Bondie	\$ 200.00	grass cutting	7/18/2013
				\$ 200.00	grass cutting	7/30/2013
57-001-06-0003-301	Mark Morgan	230	Bondie	\$ 200.00	grass cutting	8/6/2013
				\$ 200.00	grass cutting	7/1/2013
				\$ 200.00	grass cutting	9/1/2013
57-004-01-0127-303	John Dionne	239	Bondie	\$ 200.00	grass cutting	7/30/2013
57-020-14-0008-000	Bank of New York Mellon	502	Cherry	\$ 200.00	grass cutting	7/24/2013
				\$ 200.00	grass cutting	6/21/2013
57-021-04-0002-001	Deborah Anagnostu	913	Cherry	\$ 200.00	grass cutting	6/11/2013
				\$ 367.22	rubbish removal	6/26/2013
57-015-02-0013-000	Deutsche Bank	354	Chestnut	\$ 200.00	grass cutting	5/14/2007
57-014-21-0006-000	Raymond Emmert	1117	Chestnut	\$ 465.98	rubbish removal	3/20/2013
57-014-21-0001-000	Michael/Rebecca Pustulka	1163	Chestnut	\$ 200.00	grass cutting	6/7/2013
57-017-14-0011-002	Jeffrey Nagle	1558	Chestnut	\$ 200.00	grass cutting	5/21/2013
57-004-26-0071-000	Oak Wyandotte LLC	941	Cora	\$ 200.00	grass cutting	6/13/2013
57-005-07-0196-002	Harbour Portfolio VI LP	1110	Cora	\$ 93.55	debris removal	5/16/2013
				\$ 200.00	grass cutting	6/4/2013
57-006-07-0048-000	Karl Lionberger	1615	Cora	\$ 200.00	grass cutting	8/13/2013
57-013-20-0069-300	Mark Stephens	2459	Cora	\$ 200.00	grass cutting	5/30/2013
57-017-16-0185-000	Shannon Dunlap	1550	Dee	\$ 200.00	grass cutting	7/23/2013
				\$ 200.00	grass cutting	6/19/2013
				\$ 200.00	grass cutting	8/9/2013
57-017-13-0074-000	JP Morgan Chase Bank	1739	Dee	\$ 200.00	grass cutting	7/25/2013
57-005-07-0099-000	PNC Bank	1024	Electric	\$ 200.00	grass cutting	7/25/2013
57-005-07-0100-000	Ursala Charest	1036	Electric	\$ 200.00	grass cutting	7/30/2013
57-005-07-0103-002	Iona Chupurdy	1060	Electric	\$ 200.00	grass cutting	7/2/2013
				\$ 200.00	grass cutting	7/25/2013
				\$ 200.00	grass cutting	9/12/2013
57-006-06-0052-002	Lowen Draheim	1584	Electric	\$ 10.00	brush grinding	5/15/2013
57-013-03-0014-002	Federal Dallas Parkway	2064	Electric	\$ 200.00	grass cutting	7/25/2013
				\$ 200.00	grass cutting	6/18/2013
				\$ 200.00	grass cutting	5/21/2013
				\$ 200.00	grass cutting	7/11/2013
57-013-03-0038-002	Sharon Gail Davis	2262	Electric	\$ 200.00	grass cutting	8/1/2013
57-014-03-0022-000	Clinton Coffee	2720	Electric	\$ 200.00	grass cutting	7/24/2013
				\$ 200.00	grass cutting	6/20/2013
57-017-16-0033-000	Elizabeth Abrehart	1408	Elm	\$ 200.00	grass cutting	7/17/2013
				\$ 200.00	grass cutting	6/17/2013
				\$ 200.00	grass cutting	8/18/2013
57-017-16-0036-000	BAC Home Loans	1420	Elm	\$ 200.00	grass cutting	7/12/2013
				\$ 200.00	grass cutting	8/13/2013
57-017-16-0067-000	Mark/Stacy Holthus	1579	Elm	\$ 48.00	toter	
57-001-04-0213-002	Ryan Ferris/Amber Pruitt	517	Emmons	\$ 200.00	grass cutting	6/28/2013
57-017-16-0289-300	Chand Professional Prop.	1400	Eureka	\$ 200.00	grass cutting	5/24/2013
57-012-04-0009-000	Meagan Szelag	317	Ford	\$ 200.00	grass cutting	9/1/2013
57-007-08-0001-000	Danny Fitzsimmons	338	Ford	\$ 200.00	grass cutting	7/17/2013
				\$ 200.00	grass cutting	6/7/2013
57-007-10-0003-302	Kenneth Pennington	526	Ford	\$ 200.00	grass cutting	8/1/2013
57-007-10-0002-300	Richard Smith	538	Ford	\$ 200.00	grass cutting	9/12/2013
57-006-08-0007-000	JR Pub Corporation	642	Ford	\$ 200.00	grass cutting	7/31/2013

				\$ 200.00	grass cutting	6/27/2013
57-003-08-0549-000	Timothy Laporte	1522	Ford	\$ 200.00	grass cutting	7/17/2013
57-016-02-0322-000	David Benedict	1605	Ford	\$ 200.00	grass cutting	7/17/2013
				\$ 200.00	grass cutting	6/4/2013
57-003-07-0152-001	Kapat Properties	1209-1231	Fort	\$ 200.00	grass cutting	7/25/2013
57-003-07-0139-001	Wyandotte Holdings LLC	1297	Fort	\$ 200.00	grass cutting	7/25/2013
57-004-26-0008-000	Lori Jean Carter	804	Goddard	\$ 200.00	grass cutting	6/11/2013
57-004-26-0001-301	Jerry/Bahama Gorski	826	Goddard	\$ 200.00	grass cutting	7/11/2013
57-020-36-0012-002	Earl/Elaine Lyell	710	Grove	\$ 200.00	grass cutting	7/12/2013
57-022-11-0237-002	Detroit Tubular Rivet	1213	Grove	\$ 200.00	grass cutting	7/18/2013
				\$ 200.00	grass cutting	8/25/2013
57-001-04-0428-000	P&P Inc.	400	Highland	\$ 200.00	grass cutting	7/24/2013
57-001-04-0380-300	Laura Rose	700	Highland	\$ 200.00	grass cutting	7/30/2013
				\$ 200.00	grass cutting	9/12/2013
57-001-04-0480-000	Ted Phillips	419	Kings Highway	\$ 200.00	grass cutting	6/26/2013
				\$ 200.00	grass cutting	5/24/2013
				\$ 200.00	grass cutting	6/6/2013
57-001-04-0252-000	Deutsche Bank National Trust	650	Kings Highway	\$ 200.00	grass cutting	7/3/2013
				\$ 200.00	grass cutting	6/12/2013
57-001-04-0242-000	Cora Oviedo	722	Kings Highway	\$ 100.00	grass cutting	8/26/2013
				\$ 100.00	grass cutting	5/24/2013
57-004-04-0006-000	Vicki Jones	160-162	Labadie	\$ 200.00	grass cutting	8/9/2013
57-006-09-0028-000	Fannie Mae	1552	Lindbergh	\$ 200.00	grass cutting	6/18/2013
				\$ 200.00	grass cutting	7/31/2013
57-006-08-0225-000	Secretary of HUD	1816	Lindbergh	\$ 200.00	grass cutting	6/11/2013
				\$ 200.00	grass cutting	8/9/2013
57-007-09-0015-000	Billy Williams	1820	McKinley	\$ 200.00	grass cutting	7/26/2013
57-013-11-0018-000	Green Tree Servicing	1034	Mollno	\$ 50.00	debris removal	5/22/2013
				\$ 200.00	grass cutting	8/1/2013
				\$ 200.00	grass cutting	5/21/2013
				\$ 200.00	grass cutting	6/26/2013
57-013-10-0029-000	Stanley Gorkiewicz	1093	Mulberry	\$ 200.00	grass cutting	6/19/2013
				\$ 200.00	grass cutting	7/31/2013
				\$ 200.00	grass cutting	5/21/2013
57-001-04-0052-000	Chavon Murray	232-234	North Drive	\$ 48.00	toter	
57-020-28-0021-000	Ray Hamilton	633	Orchard	\$ 48.00	toter	
57-020-24-0018-000	Christopher Thompson	521	Plum	\$ 10.00	brush grinding	6/25/2013
57-001-05-0096-301	Christopher Hedger	414	Riverbank	\$ 200.00	grass cutting	8/1/2013
57-001-05-0126-004	Anthony Rinaldi	764	Riverbank	\$ 48.00	toter	
57-001-05-0144-000	Secretary of HUD	450	Riverside	\$ 200.00	grass cutting	8/18/2013
57-005-01-0009-002	Boyd Mullins	880	St. Johns	\$ 200.00	grass cutting	8/13/2013
57-005-01-0015-002	Denise Hamel	924	St. Johns	\$ 48.00	toter	
57-012-02-0001-002	Wells Fargo Bank	261-267	Spruce	\$ 200.00	grass cutting	8/9/2013
57-012-05-0005-000	Household Finance Corp	339	Spruce	\$ 200.00	grass cutting	5/21/2013
57-013-08-0054-000	Bank of New York	1320	Spruce	\$ 200.00	grass cutting	9/1/2013
				\$ 200.00	grass cutting	7/2/2013
				\$ 200.00	grass cutting	8/5/2013
57-015-02-0006-000	US Bank National Association	313	Superior	\$ 200.00	grass cutting	6/18/2013
57-017-03-0311-302	Secretary of HUD	1751	Superior	\$ 200.00	grass cutting	8/6/2013
57-014-13-0017-000	Federal Home Loan Mortgage	987	Sycamore	\$ 200.00	grass cutting	7/1/2013
				\$ 200.00	grass cutting	5/30/2013
				\$ 200.00	grass cutting	8/13/2013
57-001-01-0148-000	Shane Bowman	252	2nd	\$ 48.00	toter	
57-001-05-0071-000	Kyle Michael Alexander	368	2nd	\$ 200.00	grass cutting	5/30/2013
57-004-10-0078-000	Nancy Hughes	948	2nd	\$ 200.00	grass cutting	6/17/2013
				\$ 200.00	grass cutting	7/18/2013
				\$ 200.00	grass cutting	7/3/2013
				\$ 200.00	grass cutting	8/6/2013
				\$ 200.00	grass cutting	9/5/2013

57-007-08-0059-000	Fannie Mae	1804	2nd	\$ 200.00	grass cutting	6/14/2013
57-004-17-0015-000	Estate of Donald Davis	1123	3rd	\$ 200.00	grass cutting	6/27/2013
57-012-04-0011-000	Jacqueline Uszynski	2032	3rd	\$ 200.00	grass cutting	7/11/2013
57-020-06-0007-002	David Langlet	3522	3rd	\$ 200.00	grass cutting	6/18/2013
				\$ 200.00	grass cutting	5/17/2013
57-004-22-0061-000	Nationstar Mtg. LLC	1080	5th	\$ 200.00	grass cutting	7/24/2013
				\$ 200.00	grass cutting	6/21/2013
57-006-01-0006-301	Matthew Tertel	1234	5th	\$ 200.00	grass cutting	6/18/2013
57-007-10-0107-002	Sandra Gagne	1782	5th	\$ 200.00	grass cutting	7/29/2013
				\$ 50.00	rubbish removal	7/29/2013
57-012-10-0074-000	Vito Mascia	2078	5th	\$ 200.00	grass cutting	8/28/2013
57-004-25-0065-301	Jeannine McDaniel	1104	6th	\$ 200.00	grass cutting	8/28/2013
				\$ 200.00	grass cutting	6/18/2013
57-004-24-0083-000	Pamela Moses	1051	7th	\$ 200.00	grass cutting	7/11/2013
57-013-18-0016-302	Oaks Dallas	2250	7th	\$ 200.00	grass cutting	7/18/2013
57-004-26-0030-000	Steffey Polly	839	8th	\$ 200.00	grass cutting	7/26/2013
57-013-18-0032-000	Secretary of HUD	2245	8th	\$ 200.00	grass cutting	6/3/2013
57-005-02-0014-000	Home Ventures Enterprises	876	9th	\$ 200.00	grass cutting	6/11/2013
				\$ 200.00	grass cutting	5/21/2013
				\$ 200.00	grass cutting	8/13/2013
57-005-07-0085-002	Krysta Kleinsorge	1037	10th	\$ 200.00	grass cutting	7/30/2013
57-006-06-0039-002	Frank Stasa	1545	10th	\$ 200.00	grass cutting	7/18/2013
				\$ 200.00	grass cutting	5/30/2013
57-006-06-0030-002	Richard Evans	1605	10th	\$ 200.00	grass cutting	5/24/2013
				\$ 200.00	grass cutting	7/11/2013
57-013-04-0011-002	Edward Sliwka	2055	10th	\$ 50.00	rubbish removal	5/20/2013
				\$ 200.00	grass cutting	5/20/2013
				\$ 200.00	grass cutting	8/5/2013
57-013-24-0004-303	Marlene Merta	2500	10th	\$ 200.00	grass cutting	8/26/2013
				\$ 50.00	accumulation	9/5/2013
57-014-02-0027-000	Stephen Ahles	2750	10th	\$ 142.21	debris removal	3/19/2013
57-006-05-0165-000	HSBC Bank	1808	12th	\$ 200.00	grass cutting	6/11/2013
57-006-05-0167-000	Kristen Townsend	1822	12th	\$ 200.00	grass cutting	6/17/2013
57-021-14-0132-002	Secretary of HUD	3618	14th	\$ 200.00	grass cutting	8/9/2013
57-018-01-0141-002	Trevor McKeen	3444	15th	\$ 200.00	grass cutting	6/18/2013
57-003-01-0172-002	GMAC Mortgage, LLC	1026	16th	\$ 200.00	grass cutting	7/24/2013
				\$ 200.00	grass cutting	6/14/2013
				\$ 200.00	grass cutting	5/22/2013
57-003-01-0080-002	Michael Gulick	1123	16th	\$ 50.00	accumulation	3/27/2013
57-018-01-0271-000	Joe/Mary Ruffner	3806	16th	\$ 50.00	rubbish removal	5/15/2013
57-019-12-0011-000	Stanley Huddy	4310	16th	\$ 200.00	grass cutting	7/12/2013
				\$ 200.00	grass cutting	8/5/2013
57-016-02-0258-000	US Bank National Assoc.	2392	17th	\$ 200.00	grass cutting	7/25/2013
57-016-02-0378-002	Bank of America	2433	17th	\$ 200.00	grass cutting	8/26/2013
				\$ 200.00	grass cutting	6/5/2013
57-016-02-0251-000	John/Marilyn Marmion	2440	17th	\$ 200.00	grass cutting	7/16/2013
				\$ 200.00	grass cutting	9/19/2013
57-003-02-0030-000	Raymond Salliotte	1031	18th	\$ 200.00	grass cutting	7/2/2013
57-016-03-0048-303	Edward Bednarski	2365	18th	\$ 200.00	grass cutting	6/26/2013
				\$ 200.00	grass cutting	7/22/2013
				\$ 200.00	grass cutting	8/13/2013
57-003-08-0329-000	Eva Williams	1634	19th	\$ 200.00	grass cutting	8/20/2013
57-018-02-0814-002	JPMorgan Chase	3824	19th	\$ 200.00	grass cutting	6/12/2013
57-003-02-0161-002	Federal National Mortgage	1051	20th	\$ 200.00	grass cutting	7/26/2013
57-003-02-0185-000	CPI Housing Fund, LLC	1473	20th	\$ 200.00	grass cutting	6/18/2013
57-017-04-0114-002	Robert/Annette Sobczyk	2828	20th	\$ 200.00	grass cutting	6/25/2013
57-017-04-0123-002	Jeannette Eggli	2936	20th	\$ 200.00	grass cutting	6/25/2013
				\$ 200.00	grass cutting	9/6/2013
57-003-04-0017-000	State of Michigan	53 Vacant	21st/Goddard	\$ 200.00	grass cutting	5/21/2013

				\$ 200.00	grass cutting	8/26/2013
				\$ 200.00	grass cutting	6/11/2013
57-018-02-1022-002	Christine Gougeon	3805	21st	\$ 50.00	accumulation	5/1/2013
57-003-06-0016-000	Kimberly Moorhaus	1162	22nd	\$ 200.00	grass cutting	8/14/2013
57-018-03-0175-000	Linda Sebright	3394	22nd	\$ 200.00	grass cutting	5/21/2013
				\$ 200.00	grass cutting	9/12/2013
				\$ 200.00	grass cutting	7/26/2013
				\$ 200.00	grass cutting	6/26/2013
57-018-05-0267-305	Sylvia Hayden	3582	22nd	\$ 200.00	grass cutting	7/29/2013
57-018-09-0051-000	Sheryl Holliday	3866	22nd	\$ 200.00	grass cutting	7/22/2013
57-003-07-0051-002	Annmarie Niebrzydowski	1039	23rd	\$ 200.00	grass cutting	7/23/2013
57-003-07-0077-000	Mary Akers	1220	23rd	\$ 200.00	grass cutting	6/20/2013
57-003-08-0107-000	Edward Williams	1843	23rd	\$ 200.00	grass cutting	7/29/2013
57-003-08-0068-000	Secretary of HUD	1856	23rd	\$ 200.00	grass cutting	7/23/2013
57-016-05-0166-302	Joanne Lelekatch	2330	23rd	\$ 200.00	grass cutting	6/25/2013
57-017-11-0008-000	Thomas Gorecki	3197	23rd	\$ 40.00	brush grinding	6/5/2013
	<b>TOTAL</b>			<b>\$ 35,966.96</b>		

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

6

**MEETING DATE:** November 25, 2013

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

**ITEM:** City Owned Property at 313-315 Superior

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 11-26-13*

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

**BACKGROUND:** The City purchased this property with TIFA Funding for the amount of \$25,000.00. This property is a three (3) unit home with a detached garage on a lot size of 50' x 150'. A review of the property and the neighborhood revealed that this home fits the neighborhood and should be rehabilitated instead of a new home being built here. The Wyandotte Community Alliance (WCA) has inspected the property and has determined that they desire to rehab this property into a single family home. The WCA and the City have worked together in rehabilitating six (6) homes over the last ten (10) years. The most recent home was at 303 Maple which was moved by the City and rehabbed and sold by the WCA. The undersigned recommends selling this property to the WCA for \$1.00 provided the WCA rehabilitates the property to a single family dwelling.

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

**ACTION REQUESTED:** Adopt a resolution concurring with recommendation.

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

**IMPLEMENTATION PLAN:** Sell property to WCA; WCA rehabilitates the home; once rehab is completed WCA will place property on open market for sale.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Dupdale*

**LEGAL COUNSEL'S RECOMMENDATION:** *in look APPROVED*

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

**LIST OF ATTACHMENTS:** Communication from WCA dated November 14, 2013

**WYANDOTTE  
COMMUNITY  
ALLIANCE**



246 Sycamore Street Wyandotte, MI 48192

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*November 14, 2012*

*Kelly Roberts*

*Engineering Department*

*City of Wyandotte*

*Dear Kelly,*

*A motion was made by Loya, second by Mastrogiacomo, to accept the property at 313-315 Superior as the next rehabilitation project for the Wyandotte Community Alliance. The cost of the house would be \$1.00, payable to the city when the house is sold. The motion passed.*

*I have attached a copy of a tentative "Plan of Action" for this property. Once Rolph has a blueprint done of the current floor plan for the group, a Board Meeting will be held to firm up the Plan and start work on redesigning the house as a single family residence.*

*Thank you as always for your assistance and your support of the work of the Alliance.*

*Sincerely,*

A handwritten signature in blue ink that reads "Corki".

*Corki,*

*Facilitator for WCA*

**PLAN OF ACTION FOR 313-315 SUPERIOR (budget to be determined by Board)**

1. **Get a blueprint done of the original floor plan to determine how the two floors will be restructured back to a single family house. Group will develop new floor plan.**
2. **Secure outside door with combo lock.**
3. **Turn on utilities.**
4. **Get estimates for these costs "unique" to this project:**
  - a. **Roof – identify and repair any structure damage and add new roofing-(garage roof to be determined)**
  - b. **Foundation and Waterproofing-work on main beam(s), floor, walls, waterproofing**
  - c. **Upper rooms water damage-id damage and replace/repair to new floor plan**
5. **Establish ideas for cost savings on this project: recycling, salvage, WCA labor, "thrift" shopping, etc.**
  - a. **Carki's possible saving ideas in blue throughout above plan outline.**
6. **Get estimates for:**
  - a. **Demo –{group could do some non-structural demo}**
  - b. **Reconstruction of interior based on new floor plan-(recycle cabinets from 3 old kitchens for bath vanities)**
  - c. **Glass block basement windows and seal up old door areas**
  - d. **New staircases to 2<sup>nd</sup> floor and to basement**
  - e. **Windows and outside doors**
7. **Get estimates for:**
  - a. **HVAC estimate-Heat, air cond. and venting (reuse old chimney brick in landscaping)**
  - b. **Plumbing to code (bid up-to-code and install of fixtures in two parts)**
  - c. **MS Water line concerns**
  - d. **Electric to code (bid up-to-code and install of fixtures in two parts)**
  - e. **MS underground wires**
  - f. **Gas line**
  - g. **Insulation**
8. **Determine work and get estimates for interior:**
  - a. **Repair of any old walls and ceilings**
  - b. **Woodwork**
  - c. **Bath fixtures (shop Habitat stores)**
  - d. **Kitchen fixtures and appliances (shop Habitat stores)**
  - e. **Doors**
  - f. **Paint (WCA labor)**
  - g. **Flooring**
9. **Determine exterior work and get estimates - based on new floor plan**
  - a. **Parches**
  - b. **Concrete work**
  - c. **Landscape and tree removal**
  - d. **Siding/eaves/dawnspouts (salvage old to offset cost of labor to remove)**
  - e. **Garage**
  - f. **Fencing**
10. **Misc. additional costs:**
  - a. **Staging**
  - b. **Sale costs**
  - c. **Electric/Gas/Water utility bills**
  - d. **Ace Deucee?**

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: November 25, 2013

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

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the property at 313-315 Superior is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council concurs with the recommendation of the City Engineer to sell the property at 313-315 Superior to the Wyandotte Community Alliance (WCA) for \$1.00 provided the WCA rehabilitates the home into a single family dwelling; AND

BE IT FURTHER RESOLVED that the TIFA Board approve this transfer; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the required sales documents.

I move the adoption of the foregoing resolution.

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

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

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

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

MEETING DATE: November 25, 2013

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

7

**ITEM:** Purchase Additional 96 Gallon Toters

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski 11-18-13*

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

**BACKGROUND:** The City offers residents to rent 96 gallon toters for \$48 for a two (2) year term. To date 923 toters have been purchased and leased out. The Department of Public Service (DPS) desires to maintain an inventory of these toters. Cascade Engineering of Grand Rapids, Michigan has supplied the previous carts to the City. Cascade Engineering requires a minimum order of 144 carts at the price of \$45.42 per cart for a total of \$6,540.48. (No increase in price from supplier.) Funding is from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo stamped on the container.

**STRATEGIC PLAN/GOALS:** The City is committed to creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

**ACTION REQUESTED:** Approve the DPS to purchase 144 carts at a cost of \$6,540.48 from Cascade Engineering.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 290-448-850-770-540

**IMPLEMENTATION PLAN:** Place order with Cascade Engineering of Grand Rapids, Michigan

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Duydale*

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

**MAYOR'S RECOMMENDATION:**

*OK [Signature]*

**LIST OF ATTACHMENTS:** N/A

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: November 25, 2013

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

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer dated November 25, 2013, to purchase 144 – 96 gallon carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$6,540.48 from account no. 290-448-850-770-540; each cart to be black with the City of Wyandotte’s logo, imprinted serial numbers and include a standard ten (10) year warranty.

I move the adoption of the foregoing resolution.

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

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

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

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

8

MEETING DATE: November 25, 2013

AGENDA ITEM #

**ITEM: Stormwater, Asset Management and Wasterwater (SAW) Grant Application**

**PRESENTER:** Mark A. Kowalewski, City Engineer



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

**BACKGROUND:** In 2002, Michigan Voters approved the Great Lakes Water Quality Bond Proposal, authorizing the State to borrow up to \$1.0 billion and issue bonds for sewer treatment projects, stormwater projects and non-point source projects to improve the state's water quality. This program included low interest loans. The Stormwater, Asset Management and Wasterwater (SAW) Program is a result of new legislation establishing grants for Asset Management Plan development, Stormwater Management Plan development, Sewage Collection and Treatment Planning and Design Services, and innovative project pilot testing. Grants up to \$2M cap per community are available with a 10% local match on the first \$1M and 25% on the second \$1M. Wyandotte's project total is \$1,669,818 with the grant request being \$1,455,854 and the required matching amount being \$213,964. Employee costs of \$160,072 are eligible for reimbursement making the City's net cost \$53,892.00. The grant request is for an Asset Management Plan to include an inventory and assessment of the sewer system including cleaning and televising any lines not completed since 2005 and establishing a GIS System for sewers. Utilizing this information to update the Operations & Maintenance Policy will determine the revenue needed on an annual basis for improvements to update the rate structure if needed.

**STRATEGIC PLAN/GOALS:** The City is committed to maintain neighborhoods by matching tools and efforts to the conditions in city neighborhoods, tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

**ACTION REQUESTED:** Approve the City Engineer to apply for a SAW Grant.

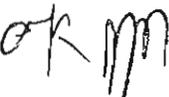
**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** An awarded grant would be over a three (3) year time period. Therefore, matching funds from the Sewer Fund in the amount of \$213,964.00 from account no. 590-200-926-950-310 would be utilized over the next three (3) budget years. The City would receive revenue for the reimbursement of employee time in the amount of \$160,072.00

**IMPLEMENTATION PLAN:** Apply for SAW Grant Application before December 1, 2013.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:**

City of Wyandotte  
County of Wayne

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of Wyandotte County of Wayne, State of Michigan, (the "Municipality") held on November 25, 2013.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_  
\_\_\_\_\_

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

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (*select one or more*)  
 establish an asset management plan,  establish a stormwater management plan,  establish a plan for wastewater/stormwater,  establish a design of wastewater/stormwater,  pursue innovative technology, or  initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \_\_\_\_\_ ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Engineer \_\_\_\_\_ (*title of the designee's position*), a position currently held by Mark Kowalewski (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members:

NAYS: Members:

RESOLUTION DECLARED ADOPTED

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

\_\_\_\_\_  
Name  
\_\_\_\_\_ of \_\_\_\_\_, Clerk  
\_\_\_\_\_ of \_\_\_\_\_ County of \_\_\_\_\_



## Michigan Finance Authority

### Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of \_\_\_\_\_ 20\_\_\_\_, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the \_\_\_\_\_, County of \_\_\_\_\_ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

**The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.**

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

#### GRANTEE INFORMATION:

\_\_\_\_\_  
Name/Title of Authorized Representative  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
E-mail address  
\_\_\_\_\_

#### GRANT INFORMATION:

Project Name: \_\_\_\_\_  
Project #: \_\_\_\_\_  
Amount of Grant: \$ \_\_\_\_\_  
Amount of Match \$ \_\_\_\_\_  
Project Total \$ \_\_\_\_\_ (grant plus match)  
Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

#### DEQ REPRESENTATIVE:

\_\_\_\_\_  
Name/Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
E-mail address

#### AUTHORITY REPRESENTATIVE:

\_\_\_\_\_  
Name/Title  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
Telephone number  
\_\_\_\_\_  
E-mail address

**THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.**

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
Date

MICHIGAN FINANCE AUTHORITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
Date

### **I. PROJECT SCOPE**

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

### **II. AGREEMENT PERIOD**

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

**THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.**

### **III. CHANGES**

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

### **IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS**

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

### **V. GRANTEE RESPONSIBILITIES**

- (A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.
- (B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.
- (C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.
- (D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.
- (E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

### **VI. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

## **VII. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

## **VIII. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **IX. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **X. CONFLICT OF INTEREST**

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

## **XI. AUDIT AND ACCESS TO RECORDS**

See Section XVIII (C).

## **XII. INSURANCE**

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

**THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.**

- (B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

### **XIII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

### **XIV. COMPENSATION**

- (A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.
- (B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

### **XV. CLOSEOUT**

- (A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.
- (B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.
- (C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

### **XVI. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

## **XVII. TERMINATION**

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

(1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

(2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

(3) Convicted under state or federal antitrust statutes;

(4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

## **XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT**

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

(1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.

**THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.**

(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

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(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

#### (D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

#### (E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

### **XIX. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

**THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.**

## **XX. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **XXI. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

## **XXIII. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

**SAW Grant Program**

Project No. \_\_\_\_\_

**Exhibit A**

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

DEQ Approved Grant Amount: \$ \_\_\_\_\_ ; \_\_\_\_\_  
\_\_\_\_\_ Dollars

Time Period for Eligible Costs: Start Date \_\_\_\_\_ (month/year)

End Date \_\_\_\_\_ (month/year)

Description of Approved Project Scope:

\_\_\_\_\_  
\_\_\_\_\_

DEQ Approved Project Costs	
1. Project Planning Costs	
2. Design Engineering Costs	
3. User Charge Development Costs	
4. Wastewater Asset Management Plan Costs	
5. Stormwater Asset Management Plan Costs	
6. Stormwater Management Plan Costs	
7. Innovative Wastewater and Stormwater Technology Costs	
8. Disadvantaged Community Construction Cost	
9. Cost Subtotal	
10. LESS Local Match	
11. Requested SAW Grant Amount (Line 9 minus Line 10)	

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

\_\_\_\_\_  
\_\_\_\_\_

**THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.**

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

9

**MEETING DATE:** November 25, 2013

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

**ITEM:** Amendment to Purchase Agreement for the Former 865-868 Forest/3835-3841 9<sup>th</sup> Street

**PRESENTER:** Mark A. Kowalewski, City Engineer

*Mark Kowalewski*

**BACKGROUND:** This Purchase Agreement was approved by City Council on June 4, 2013. The Spicer's are purchasing the property for the construction of a single family dwelling. The Spicer's are requesting additional time to secure the required Building Permit until February 1, 2014 and the front porch will be smaller and the side porch will be removed. All other terms and conditions shall remain in full force and effect.

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

**ACTION REQUESTED:** Adopt a resolution concurring with recommendation

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** N/A

**IMPLEMENTATION PLAN:** Execute First Amendment to Purchase Agreement and close on property.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*Shupdales*

**LEGAL COUNSEL'S RECOMMENDATION:**

*APPVD w. work*

**MAYOR'S RECOMMENDATION:**

*OK AP*

**LIST OF ATTACHMENTS:** First Amendment to Purchase Agreement

AMENDMENT TO PURCHASE AGREEMENT

This Amendment to the Purchase Agreement between the CITY OF WYANDOTTE, "SELLER" and KEVIN AND DENISE SPICER, "PURCHASER" dated June 4, 2013, to amend Paragraph 12 for the property at:

All of Lots 1, 2 and 3 and the west 5 feet of Lot 4, Block 14 Garfield Place Subdivision L14 P80 WCR

Know as: Former 856-868 Forest/3835-3841 9<sup>th</sup> Street, Wyandotte

to read as follows:

12. The closing for this Agreement is contingent upon the Purchaser, securing a Building Permit by February 1, 2014, from the Engineering and Building Department for the construction of a single family home consisting the following features:

- Approximately 2,000 square feet with 3 bedrooms as indicated on Attachment A
- Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2006 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump. See Attachment B
- Exterior to be cedar shingles, with ~~stone accents~~ Brick.
- Attached garage must not extend more than three (3) feet from front living quarters of home.
- Home must meet all current zoning requirements.

All other terms and conditions shall remain in full force and effect.

This Amendment requires the approval of the Wyandotte City Council.

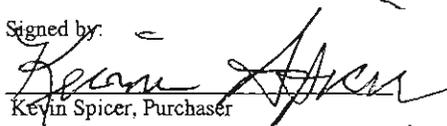
Dated this 15 day of 11, 2013.

Signed by: City of Wyandotte

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

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

Signed by:

  
Kevin Spicer, Purchaser

  
Denise Spicer, Purchaser





**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: November 25, 2013

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

BE IT RESOLVED by the City Council that Council concurs with the recommendation from the City Engineer regarding First Amendment to Purchase Agreement for the sale of former 856-868 Forest/3835-3841 9<sup>th</sup> Street; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the First Amendment to Purchase Agreement as submitted to City Council.

I move the adoption of the foregoing resolution.

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

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

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

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

**MEETING DATE:** November 25, 2013

**AGENDA ITEM #** 10

**ITEM:** PA 152 of 2011 - Compliance

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** In 2011, the State passed PA 152 otherwise known as the Publicly Funded Health Insurance Contribution Act (PFHIC). This new law was designed to lessen the burden of employee healthcare costs on public employers. There are four (4) options available to each public entity:

1. Apply the Hard Cap (capped dollar amount each government employer may pay towards an employee's healthcare costs;
2. Adopt by majority vote the 80%/20% cost-sharing-model;
3. Opt out of the cost-sharing model as set forth in the law;
4. Elect not to follow the statute (non-compliance).

For the first two years that this law has been in effect (2012 and 2013), the City has adopted the 80%/20% cost sharing model. Using this option for compliance requires an annual resolution from the elected body.

Note that in the past, the adoption of the 80%/20% cost sharing model also satisfied EVIP compliance requirements for Category 3. PA 59 of 2013 has amended the Category 3 requirements of the EVIP program to address measures taken by the City to address our Unfunded Accrued Liabilities. It does not appear that EVIP category can be satisfied by adopting the 80%/20% model in the next fiscal year. Regardless, it is recommended that this cost-sharing model continues to be approved due to the significant cost savings derived by the City.

**STRATEGIC PLAN/GOALS:** N/A

**ACTION REQUESTED:** Adopt a resolution affirming the continued application of the 80%/20% Cost Sharing Option allowed under PA 152 of 2011

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The application of the 80%/20% cost sharing of medical and prescription costs provides approximately \$400,000 in savings to the City. The amount is already included in the current and future year budgets.

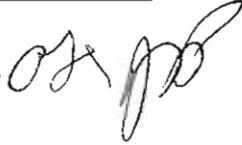
**IMPLEMENTATION PLAN:** N/A -- already ongoing.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

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

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:**

1. Council Resolution dated December 19, 2011
2. Council Resolution dated May 20, 2013
3. PA 59 of 2013 – Economic Vitality Incentive Program (EVIP)

**MODEL RESOLUTION:**

Resolved by the City Council that Council concurs with the recommendation of the City Administrator as set forth in his communication dated November 20, 2013 to maintain the 80/20 Cost Sharing Option available under PA 152 of 2011 that was originally adopted on December 19, 2011, and May 20, 2013 and

Further, acknowledges that this action will continue to limit the City from paying more than eighty percent (80%) of the aggregate cost of medical and prescription insurance costs for its employees with the remaining medical and prescription costs being borne by the employees

OFFICIALS

William R. Griggs  
CITY CLERK

Andrew A. Swiecki  
CITY TREASURER

Colleen A. Keehn  
CITY ASSESSOR



COUNCIL

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

JOSEPH R. PETERSON  
MAYOR

December 20, 2011

RESOLUTION

Todd A. Drysdale  
City Administrator  
3131 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilman Todd M. Browning  
Supported by Councilman Leonard Sabuda

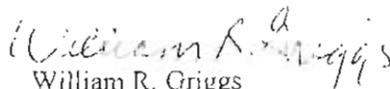
RESOLVED by the City Council that Council CONCURS in the recommendation of the City Administrator as set forth in his communication dated December 15, 2011 to select the 80/20 Cost Sharing Option; which limits the City from paying more than eighty percent (80%) of the aggregate cost of medical and prescription insurance costs for its employees; with the remaining twenty percent (20%) of the cost being borne by the employees as required to comply with PA 152 of 2011 effective January 1, 2012.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on December 19, 2011.

  
William R. Griggs  
City Clerk

CC: Finance

**OFFICIALS**

Thomas R. Woodruff  
CITY ASSESSOR

William R. Griggs  
CITY CLERK

Todd M. Browning  
TREASURER



**MAYOR**  
Joseph R. Peterson

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

May 21, 2013

**RESOLUTION**

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

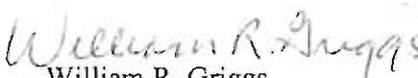
By Councilwoman Sheri M. Fricke  
Supported by Councilman Lawrence Stec

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Administrator as set forth in his communication dated May 20, 2013 to maintain the 80/20 Cost Sharing Option available under PA 152 of 2011 that was originally adopted on December 19, 2011, AND FURTHER acknowledges that this action will continue to limit the City from paying more than eighty percent (80%) of the aggregate cost of medical and prescription insurance costs for its employees with the remaining medical and prescription costs being borne by the employees.

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

**RESOLUTION DECLARED ADOPTED**

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

  
William R. Griggs  
City Clerk

# 2013 Public Act 59

## House Bill 4328

### Economic Vitality Incentive Program (EVIP)/County Incentive Program (CIP)

Sec. 952. (1) The funds appropriated in part 1 for the economic vitality incentive program are to be used for grants to cities, villages, and townships such that, subject to fulfilling the requirements under subsection (3), (4), or (5), or any combination of those subsections, each city, village, or township that received a payment under section 950(2) of 2009 PA 128 greater than \$4,500.00 is eligible to receive a maximum of 76.18459% of its total payment received under section 950(2) of 2009 PA 128, rounded to the nearest dollar. For the purposes of this subsection, any city or village that according to the 2010 federal decennial census is determined to have population in more than 1 county will be treated as a single entity when determining the payment received under section 950(2) of 2009 PA 128.

(2) The funds appropriated in part 1 for the county incentive program are to be used for grants to counties such that each county is eligible to receive an amount equal to the amount by which the balance in its revenue sharing reserve fund under section 44a of the general property tax act, 1893 PA 206, MCL 211.44a, for the county's most recent fiscal year that ends prior to the January 1 of the state's fiscal year is less than the amount calculated under section 44a(13) of the general property tax act, 1893 PA 206, MCL 211.44a, for the county fiscal year that begins in the state's fiscal year. The amount calculated under this subsection shall be adjusted as necessary to reflect partial county fiscal years and prorated based on the total amount appropriated for distribution to all eligible counties. Payments under this subsection will be distributed to an eligible county subject to the county's fulfilling the requirements under subsection (3), (4), or (5), or any combination of those subsections. Cities, villages, townships, and counties eligible to receive a potential payment from the allocation under this subsection or subsection (1) may qualify to receive payments under 1 or more of the 3 categories described under subsections (3), (4), and (5).

(3) Category 1, accountability and transparency, requires each eligible city, village, township, or county to certify by October 1, or the first day of a payment month, that it has produced a citizen's guide of its most recent local finances, including a recognition of its unfunded liabilities; a performance dashboard; a debt service report containing a detailed listing of its debt service requirements, including, at a minimum, the issuance date, issuance amount, type of debt instrument, a listing of all revenues pledged to finance debt service by debt instrument, and a listing of the annual payment amounts; and a projected budget report, including, at a minimum, the current fiscal year and a projection for the immediately following fiscal year. The projected budget report shall include revenues and expenditures and an explanation of the assumptions used for the projections. The citizen's guide, performance dashboard, debt service report, and projected budget report shall be made available for public viewing in the city, village, township, or county clerk's office or posted on a publicly accessible Internet site. Each city, village, township, and county applying for a payment under this category shall submit a copy of the citizen's guide, a copy of the performance dashboard, a copy of the debt service report, and a copy of the projected budget report to the department of treasury.

(4) Category 2, consolidation of services, requires each eligible city, village, township, or county to certify by February 1, or the first day of a payment month for this category, that it has produced a consolidation plan. The consolidation plan shall be made readily available for public viewing in the city, village, township, or county clerk's office or posted on a publicly accessible Internet site. Each city, village, township, and county applying for a payment under this category shall submit a copy of the consolidation plan to the department of treasury. At a minimum, the consolidation plan shall include the following:

(a) For a city, village, township, or county that is submitting a consolidation plan for the first time, the plan shall include, but not be limited to, a listing of any previous service cooperations, collaborations, consolidations, innovations, or privatizations with an estimated cost savings amount for each cooperation, collaboration, consolidation, innovation, or privatization. In addition, the plan shall include, but not be limited to, 1 or more new proposals to increase its existing level of cooperation, collaboration, consolidation, innovation, or privatization either within the jurisdiction or with other jurisdictions, an estimate of the potential savings amount, and an estimated timeline for implementing the new proposal.

(b) For a city, village, township, or county that submitted a consolidation plan in the previous fiscal year, the plan shall include, but not be limited to, an update on the status of all new proposals that were in the previous years' consolidation plans, including whether or not the previously proposed plans have been fully implemented, a listing of the barriers experienced in implementing the proposals, and an estimated timeline of the steps to accomplish the proposed plans. In addition, the plan shall include, but not be limited to, 1 or more new proposals to increase its existing level of cooperation, collaboration, consolidation, innovation, or privatization either within the jurisdiction or with other jurisdictions, or a detailed explanation of why increasing its existing level of cooperation, collaboration, consolidation, innovation, or privatization is not feasible. The new proposal shall include but not be limited to, an estimate of the potential savings amount and an estimated timeline for implementing the new proposals.

## Economic Vitality Incentive Program (EVIP)/County Incentive Program (CIP)

(5) Category 3, unfunded accrued liability plan, requires each eligible city, village, township, or county to certify by June 1, or the first day of a payment month for this category, that it has complied with 1 of the following:

(a) An eligible city, village, township, or county with unfunded accrued liabilities as of its most recent audited financial report related to employee pensions or other post-employment benefits shall submit a plan to lower all unfunded accrued liabilities. The plan shall include a listing of all previous actions taken to reduce its unfunded accrued liabilities with an estimated cost savings of those actions; a detailed description of how it will continue to implement and maintain previous actions taken; and a listing of additional actions it could take. If no actions have been taken to reduce its unfunded accrued liabilities, it shall provide a detailed explanation of why no actions have been taken and a listing of actions it could implement to reduce unfunded accrued liabilities. Actuarial assumption changes and issuance of debt instruments shall not qualify as a new proposal. The unfunded accrued liabilities plan shall be made available for public viewing in the city, village, township, or county clerk's office or posted on a publicly accessible Internet site. The city, village, township, or county shall certify with the department of treasury that its plan is publicly accessible.

(b) Any city, village, township, or county that does not have unfunded accrued liabilities as of its most recent audited financial report related to employee pensions or other post-employment benefits shall certify to the department of treasury by June 1, or the first day of a payment month for this category, that it does not have unfunded accrued liabilities. The certification shall include an explanation of why the city, village, township, or county does not have unfunded accrued liabilities. The department shall develop a certification process and method for cities, villages, townships, or counties to follow.

(6) Economic vitality incentive program payments and county incentive program payments are subject to the following conditions:

(a) In order for a city, village, township, or county to qualify for a category under subsection (3), (4), or (5), the city, village, township, or county shall meet every criteria for that category, including a certification to the department that it has met the required criteria for that category and submission of the required citizen's guide, performance dashboard, debt service report, and projected budget report; consolidation plan; or the unfunded accrued liability plan, as required by subsection (3), (4), or (5), respectively. A department of treasury review of the citizen's guide, dashboard, reports, or plans is not required in order for a city, village, township, or county to receive a payment under subsection (1) or (2). The department shall develop a certification process and method for cities, villages, townships, and counties to follow.

(b) Subject to subdivisions (c), (d), and (e), for each category that a city, village, township, or county qualifies for in subsections (3), (4), and (5), the city, village, township, or county shall receive 1/3 of its potential payment under this section.

(c) Payments under this section shall be issued to cities, villages, and townships as follows:

(i) Category 1, an eligible city, village, or township that certifies with the department of treasury that it has qualified for a payment under subsection (3) by October 1 shall receive 1/6 of its available distribution on the last business day of October and 1/6 of its available distribution on the last business day of December. If an eligible city, village, or township certifies with the department of treasury that it has qualified for a payment under subsection (3) after October 1, but prior to December 1, the city, village, or township shall receive 1/6 of its available distribution on the last business day of December.

(ii) Category 2, an eligible city, village, or township that certifies with the department of treasury that it has qualified for a payment under subsection (4) by February 1 shall receive 1/6 of its available distribution on the last business day of February and 1/6 of its available distribution on the last business day of April. If an eligible city, village, or township certifies with the department of treasury that it has qualified for a payment under subsection (4) after February 1, but prior to April 1, the city, village, or township shall receive 1/6 of its available distribution on the last business day of April.

(iii) Category 3, an eligible city, village, or township that certifies with the department of treasury that it has qualified for a payment under subsection (5) by June 1 shall receive 1/6 of its available distribution on the last business day of June and 1/6 of its available distribution on the last business day of August. If an eligible city, village, or township certifies with the department of treasury that it has qualified for a payment under subsection (5) after June 1, but prior to August 1, the city, village, or township shall receive 1/6 of its available distribution on the last business day of August.

## Economic Vitality Incentive Program (EVIP)/County Incentive Program (CIP)

(d) Payments under this section shall be issued to counties for each category described in subsections (3), (4), and (5) until the specified due date for the category. After the specified due date for the category, payments shall be made to a county only if that county has complied with subdivision (a).

(e) If a county does not provide the required certification or fails to submit the required citizen's guide, performance dashboard, debt service report, projected budget report, consolidation plan, or unfunded accrued liability plan by the first day of a payment month, the county shall forfeit the payment in that payment month for the uncertified category in subsections (3), (4), and (5).

(f) Any city, village, township, or county that falsifies certification documents shall forfeit any future economic vitality incentive program payments or county incentive program payments and shall repay to this state all economic vitality incentive program payments or county incentive program payments it has received under this section.

(g) Economic vitality incentive program payments and county incentive program payments under this section shall be distributed on the last business day of October, December, February, April, June, and August.

(h) Payments distributed under this section may be withheld pursuant to sections 17a and 21 of the Glenn Steil state revenue sharing act of 1971, 1971 PA 140, MCL 141.917a and 141.921.

(i) The department of treasury shall develop detailed guidance for an eligible city, village, township, or county to follow to qualify for a payment under subsections (3), (4), and (5). The detailed guidance shall be posted on the department of treasury website and distributed to eligible cities, villages, townships, and counties by October 1.

(7) The unexpended funds appropriated in part 1 for the economic vitality incentive program and the county incentive program shall be available for expenditure under the competitive grant assistance program after the approval of transfers by the legislature pursuant to section 393(2) of the management and budget act, 1984 PA 431, MCL 18.1393.

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

MEETING DATE: November 25, 2013

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

11

**ITEM:** Power Plant Roof – Financing Agreement with Chase Bank

**PRESENTER:** Paul LaManes – Assistant General Manager



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

**BACKGROUND:** The Wyandotte Municipal Service Commission and the Wyandotte City Council previously approved the lowest qualified bid of \$ 846,322.72 by Molnar Roofing for the roof replacement at the Wyandotte Power Plant. As noted and approved in the FY14 City of Wyandotte-Department of Municipal Services operating budget Municipal Services Management finds it necessary to finance the project over time so that the Electric Department Business Plan and rates are not adversely impacted to meet overall department goals for operating results, cash reserves and working capital. An Installment Purchase Agreement was directly negotiated with the City's existing banking partner, Chase Bank. Terms of the proposal are as follows:

- 84 month (7 year) Installment Purchase Agreement
- Principal amount not to exceed \$ 850,000
- Fixed rate financing and payment schedule to be agreed to 5 days prior to closing
  - Interest rate quoted at 2.0144%
  - Interest rate as of 11/13/2013 – 1.8364%
  - Annual debt service of approximately \$ 131,400
  - Total term interest of approximately \$ 69,900

**STRATEGIC PLAN/GOALS:** Maintaining and improving Electric Department facilities in a fiscally responsible manner.

**ACTION REQUESTED:** Receive and place on file the resolution and support concurring with the Wyandotte Municipal Service Commission's approval of up to \$ 850,000 of Installment Purchase financing at an interest rate not to exceed 2.5% for a replacement roof for the power plant and for the Department of Municipal Service to negotiate the financing.

**BUDGET IMPLICATIONS:** Power Plant Roof project was approved as part of the FY14 Electric Capital Budget and as part of the FY14 Operating Budget as Interest Expense. Project financing was referenced in the FY14 Electric Budget as part of the assumptions and revenue requirement for the Electric Fund.

**IMPLEMENTATION PLAN:** Subsequent to concurrence from the Wyandotte City Council, commence with closing on the Installment Purchase Agreement for financing not to exceed \$ 850,000 and interest not to exceed 2.5% per annum based on the proposed form of Installment Purchase Agreement provided by legal counsel, Miller Canfield.

**COMMISSION RECOMMENDATION:** Municipal Services Commission approved resolution # 11-2013-06 at regular meeting on November 13, 2013.

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** Act 99 Resolution attached prepared by Bill Danhof-Miller Canfield.

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS**

- Signed Commission Resolution 11-2013-06 approving financing
- Signed Commission Resolution requesting City Council approval of resolution approving financing under Act No. 99, Public Acts of Michigan, 1933 Replacement Roof for Power Plant
- Chase Bank Installment Purchase Agreement Proposal
- Proposed Form of Installment Purchase Agreement to be completed at financing closing

**MODEL RESOLUTION:** BE IT RESOLVED by the City Council to concur with the approval by the Wyandotte Municipal Services Commission for the

**City of Wyandotte  
County of Wayne, State of Michigan**

**RESOLUTION APPROVING FINANCING UNDER  
ACT NO. 99, PUBLIC ACTS OF MICHIGAN, 1933  
REPLACEMENT ROOF FOR POWER PLANT**

**A RESOLUTION TO AUTHORIZE:**

- Up to \$850,000 of installment purchase financing for replacement roof for power plant.
- Department of Municipal Service to negotiate financing.

WHEREAS, the City of Wyandotte (the "City") determines it to be necessary for the public health, safety and welfare of the City and its residents to acquire a replacement roof for the City of Wyandotte Power Plant located at 2555 Van Alstyne Street (the "Property") at a maximum estimated cost of \$850,000 (the "Property"); and

WHEREAS, under the provisions of Act No. 99, Public Acts of Michigan, 1933, as amended ("Act 99"), the City Council is authorized to enter into any contracts or agreements for the purchase of real or personal property for public purposes, to be paid for in installments over a period not to exceed the useful life of the property acquired, as determined by resolution of the City Council, or 15 years, whichever is less; and

WHEREAS, the Municipal Service Commission of the City has determined that net revenues available from the operation of the Electric Utility System of the City (the "Electric Utility System") are estimated to be sufficient to provide for payment of debt service on the installment purchase agreement or contract obligation (the "Debt Service"), and the Commission has resolved that it will include in the budget for the Electric Utility System each year a sum which will be sufficient to provide for payment of the Debt Service, and that it will use its best efforts to revise and maintain rates for use of the Electric Utility System at such levels as shall be sufficient to pay the Debt Service.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Either the General Manager or the Assistant General Manager of the Department of Municipal Service of the City (each, an "Authorized Officer") is hereby authorized to negotiate one or more installment purchase agreements or contracts with Wm. Molnar Roofing Co., Inc., Riverview, Michigan, the seller of the Property, and a bank or other financial institution, in substantially the form as he shall, in consultation with counsel, determine to be appropriate. Principal payable pursuant to the installment purchase agreements or contracts shall be payable over a period not to exceed the useful life of the Property set forth in Section 2 of this Resolution. **The net interest cost payable under the installment purchase agreements or contracts shall not exceed 2.50% per annum, and the aggregate principal amount to be paid by the City under the installment purchase agreements or contracts shall not exceed \$850,000.**

2. The useful life of the Property is hereby determined to be not less than 30 years. The acquisition of the Property and the approval of the installment purchase agreements or contracts hereby are found and declared to be for a valid public purpose and in the best interest of the health and welfare of the residents of the City.

3. The City anticipates that net revenues available from the operation of the Electric Utility System will be sufficient to pay the principal of and the interest coming due under the installment purchase agreements or contracts before each following fiscal year. In addition, the City hereby pledges to levy, if necessary, ad valorem taxes on all taxable property in the City each year in an amount necessary to make debt service payments under the installment purchase agreements or contracts, subject to applicable constitutional, statutory and charter tax rate limitations.

4. The City covenants that, to the extent permitted by law, the City shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the installment purchase agreements or contracts from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.

5. The City hereby designates its obligations under the installment purchase agreements or contracts as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code if the Authorized Officer, in consultation with the Director of Finance of the City, determines that the City does not intend to issue, or to authorize to be issued on its behalf, tax-exempt obligations within the calendar year in which each installment purchase agreement or contract is delivered in excess of the amount permitted for the City to designate debt as "qualified tax-exempt obligations." Any such designation shall be evidenced by execution of the Non-Arbitrage and Tax Compliance Certificate or other certificate to be delivered by the Authorized Officer at the time of delivery of the installment purchase agreement or contract.

6. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the installment purchase agreements or contracts for any costs of the Property which are paid from the revenues of the Electric Utility System.
- (h) The maximum principal amount of debt expected to be issued for the Property, including issuance costs, is \$850,000.

- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the installment purchase agreements or contracts will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Property is placed in service, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

7. The City hereby requests that Miller, Canfield, Paddock and Stone, P.L.C. continue to serve the City as bond counsel for this financing, notwithstanding the potential concurrent representation of any other participant in the financing in matters not related to this financing. The City recognizes that Miller, Canfield, Paddock and Stone, P.L.C. has represented from time to time, and currently represents, various banks, financial institutions, underwriters, contractors, vendors, and other potential participants in this financing for matters not related to this financing.

8. Either Authorized Officer is hereby severally authorized to execute and deliver the installment purchase agreements or contracts in final form. The officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver all other agreements, documents and certificates, to use monies legally available to the City to pay any costs necessary to accomplish negotiation and execution of the installment purchase agreements or contracts, and to take all other actions necessary to complete the financing transaction contemplated by this Resolution.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Wyandotte, County of Wayne, State of Michigan, at a \_\_\_\_\_ meeting held on \_\_\_\_\_, \_\_\_\_\_, 2013 at \_\_\_:\_\_\_ o'clock p.m., prevailing Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: \_\_\_\_\_

\_\_\_\_\_ and that the following Members were absent: \_\_\_\_\_

I further certify that Member \_\_\_\_\_ moved for adoption of said resolution and that Member \_\_\_\_\_ supported said motion.

I further certify that the following Members voted for adoption of said resolution:

\_\_\_\_\_ and that the following Members voted against adoption of said resolution: \_\_\_\_\_

City Clerk \_\_\_\_\_

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Stec  
Sabuda  
Fricke  
Galeski  
Schultz  
Miciura

MAYOR'S RECOMMENDATION -

CITY ADMINISTRATOR'S RECOMMENDATION -

LEGAL COUNSEL'S RECOMMENDATION - Resolutions and proposed form of Installment Purchase Agreement prepared by Bill Danhof, Attorney - Miller Canfield.

LIST OF ATTACHMENTS

- Chase Bank Installment Purchase Agreement Proposal
- Proposed Form of Installment Purchase Agreement to be completed at financing closing

MODEL RESOLUTIONS:

City of Wyandotte  
County of Wayne, State of Michigan

RESOLUTION APPROVING FINANCING UNDER  
ACT NO. 99, PUBLIC ACTS OF MICHIGAN, 1933  
REPLACEMENT ROOF FOR POWER PLANT

A RESOLUTION TO AUTHORIZE:

- Up to \$850,000 of installment purchase financing for replacement roof for power plant.
- Department of Municipal Service to negotiate financing.

WHEREAS, the City of Wyandotte (the "City") determines it to be necessary for the public health, safety and welfare of the City and its residents to acquire a replacement roof for the City of Wyandotte Power Plant located at 2555 Van Alstyne Street (the "Property") at a maximum estimated cost of \$850,000 (the "Property"); and

WHEREAS, under the provisions of Act No. 99, Public Acts of Michigan, 1933, as amended ("Act 99"), the City Council is authorized to enter into any contracts or agreements for the purchase of real or personal property for public purposes, to be paid for in installments over a period not to exceed the useful life of the property acquired, as determined by resolution of the City Council, or 15 years, whichever is less; and

WHEREAS, the Municipal Service Commission of the City has determined that net revenues available from the operation of the Electric Utility System of the City (the "Electric Utility System") are estimated to be sufficient to provide for payment of debt service on the installment purchase agreement or contract obligation (the "Debt Service"), and the Commission has resolved that it will include in the budget for the Electric Utility System each year a sum which will be sufficient to provide for payment of the Debt Service, and that it will use its best efforts to revise and maintain rates for use of the Electric Utility System at such levels as shall be sufficient to pay the Debt Service.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Either the General Manager or the Assistant General Manager of the Department of Municipal Service of the City (each, an "Authorized Officer") is hereby authorized to negotiate one or more installment purchase agreements or contracts with Wm. Molnar Roofing Co., Inc., Riverview, Michigan, the seller of the Property, and a bank or other financial institution, in substantially the form as he shall, in consultation with counsel, determine to be appropriate. Principal payable pursuant to the installment purchase agreements or contracts shall be payable over a period not to exceed the useful life of the Property set forth in Section 2 of this Resolution. **The net interest cost payable under the installment purchase agreements or contracts**

shall not exceed 2.50% per annum, and the aggregate principal amount to be paid by the City under the installment purchase agreements or contracts shall not exceed \$850,000.

2. The useful life of the Property is hereby determined to be not less than 30 years. The acquisition of the Property and the approval of the installment purchase agreements or contracts hereby are found and declared to be for a valid public purpose and in the best interest of the health and welfare of the residents of the City.

3. The City anticipates that net revenues available from the operation of the Electric Utility System will be sufficient to pay the principal of and the interest coming due under the installment purchase agreements or contracts before each following fiscal year. In addition, the City hereby pledges to levy, if necessary, ad valorem taxes on all taxable property in the City each year in an amount necessary to make debt service payments under the installment purchase agreements or contracts, subject to applicable constitutional, statutory and charter tax rate limitations.

4. The City covenants that, to the extent permitted by law, the City shall take all actions within its control necessary to maintain the exclusion of the interest component of the payments due under the installment purchase agreements or contracts from adjusted gross income for general federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable.

5. The City hereby designates its obligations under the installment purchase agreements or contracts as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code if the Authorized Officer, in consultation with the Director of Finance of the City, determines that the City does not intend to issue, or to authorize to be issued on its behalf, tax-exempt obligations within the calendar year in which each installment purchase agreement or contract is delivered in excess of the amount permitted for the City to designate debt as "qualified tax-exempt obligations." Any such designation shall be evidenced by execution of the Non-Arbitrage and Tax Compliance Certificate or other certificate to be delivered by the Authorized Officer at the time of delivery of the installment purchase agreement or contract.

6. The City makes the following declarations for the purpose of complying with the reimbursement rules of Treas. Reg. § 1.150-2 pursuant to the Internal Revenue Code of 1986, as amended:

- (a) The City reasonably expects to reimburse itself with proceeds of the installment purchase agreements or contracts for any costs of the Property which are paid from the revenues of the Electric Utility System.
- (b) The maximum principal amount of debt expected to be issued for the Property, including issuance costs, is \$850,000.
- (c) A reimbursement allocation of the capital expenditures described above with the proceeds of the installment purchase agreements or contracts will occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date the Property is placed in service, but in no event more than three (3) years after the original expenditure is paid. A reimbursement allocation is an allocation in writing that evidences the City's use of the proceeds of the bonds to reimburse the City for a capital expenditure made pursuant to this resolution.

7. The City hereby requests that Miller, Canfield, Paddock and Stone, P.L.L.C. continue to serve the City as bond counsel for this financing, notwithstanding the potential concurrent representation of any other

participant in the financing in matters not related to this financing. The City recognizes that Miller, Canfield, Paddock and Stone, P.L.C. has represented from time to time, and currently represents, various banks, financial institutions, underwriters, contractors, vendors, and other potential participants in this financing for matters not related to this financing.

8. Either Authorized Officer is hereby severally authorized to execute and deliver the installment purchase agreements or contracts in final form. The officers, administrators, agents and attorneys of the City are authorized and directed to execute and deliver all other agreements, documents and certificates, to use monies legally available to the City to pay any costs necessary to accomplish negotiation and execution of the installment purchase agreements or contracts, and to take all other actions necessary to complete the financing transaction contemplated by this Resolution.

9. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Wyandotte, County of Wayne, State of Michigan, at a \_\_\_\_\_ meeting held on \_\_\_\_\_, \_\_\_\_\_, 2013 at \_\_\_:\_\_\_ o'clock p.m., prevailing Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Members were present at said meeting: \_\_\_\_\_

\_\_\_\_\_ and that the following Members were absent: \_\_\_\_\_

I further certify that Member \_\_\_\_\_ moved for adoption of said resolution and that Member \_\_\_\_\_ supported said motion.

I further certify that the following Members voted for adoption of said resolution:

\_\_\_\_\_ and that the following Members voted against adoption of said resolution: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

I move the adoption of the foregoing resolutions.

MOTION by Commissioner MIKE SADOWSKI

Supported by Commissioner FRED DELISLE

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

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: James S. Figurski  
President

By: [Signature]  
Secretary

**Municipal Service Commission  
City of Wyandotte  
County of Wayne, State of Michigan**

November 13, 2013

A RESOLUTION REQUESTING CITY COUNCIL APPROVAL  
OF RESOLUTION APPROVING FINANCING UNDER  
ACT NO. 99, PUBLIC ACTS OF MICHIGAN, 1933  
REPLACEMENT ROOF FOR POWER PLANT

I hereby certify that the following is a true and complete copy of a Resolution duly adopted by the Municipal Service Commission of the City of Wyandotte, County of Wayne, State of Michigan (the "Commission"), at a Regular meeting held on November 13, 2013, at 5:00 p.m., Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

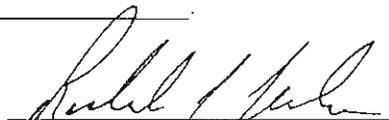
RESOLVED that the Commission hereby approves the attached Resolution (the "Resolution"), and respectfully requests that the City Council of the City of Wyandotte approve the Resolution. The Commission determines that net revenues available from the operation of the Electric Utility System of the City are estimated to be sufficient to provide for payment of the debt service on the installment purchase agreement or contract obligation described in the Resolution (the "Debt Service"), and hereby agrees to include in the budget for the Electric Utility System each year a sum which will be sufficient to provide for the Debt Service. The Commission will use its best efforts to revise and maintain rates for use of the Electric Utility System at such levels as shall be sufficient to pay the Debt Service as it becomes due.

I further certify that the following Commission Members were present at the meeting:  
James S. Figurski, Michael Sadowski, Gerald P. Cole, Frederick C. DeLisle, Leslie G. Lupo

\_\_\_\_\_ and that the following the Commission Members were  
absent: \_\_\_\_\_

I further certify that the following Commission Members voted for adoption of said  
Resolution: Commissioner Figurski, Sadowski, Cole, DeLisle, Lupo \_\_\_\_\_

\_\_\_\_\_ and that the following Commission Members voted against adoption of said Resolution: \_\_\_\_\_

  
\_\_\_\_\_  
General Manager and Secretary

September 5, 2013



**INSTALLMENT PURCHASE AGREEMENT PROPOSAL**

Tax Exempt, Non-Bank Qualified Act 99 Installment Purchase Agreement issued by the Wyandotte Municipal Services in the amount of \$850,000.



September 4, 2013

Mr. Paul L. LaManes  
Wyandotte Municipal Services  
3200 Biddle Avenue  
Suite 200  
Wyandotte, MI 48192

Dear Paul:

Chase Equipment Finance ("CEF"), a division of JPMorgan Chase Bank, N.A. (the "Bank"), is pleased to propose for discussion indicative terms to the Wyandotte Municipal Services (the "Purchaser") for a tax-exempt, non-bank-qualified Installment Purchase Agreement in an approximate amount of \$850,000, subject to the following terms and conditions described herein (the "Proposal").

CEF has been the market leader in municipal equipment finance credit for over 20 years. JPMorgan Chase Bank ranks among the largest providers of credit facilities in the Municipal market today. Our deep familiarity with this sector is viewed as a strong benefit by the Municipal clients with whom we do business. We believe that our experience in providing credit support, coupled with our long experience in deal execution, will ensure an efficient, cost-effective transaction for the Wyandotte Municipal Services. Client references are available upon request.

The proposed indicative terms provided here for discussion do not represent an offer or commitment to lend on the part of CEF, and are subject to further due diligence, credit analysis and approval, and documentation of detailed terms and conditions satisfactory to CEF. Should any part of this proposal conflict with the Wyandotte Municipal Services' structuring parameters, we would be happy to discuss mutually acceptable alternatives.

Should you have any questions about any aspect of this proposal, please do not hesitate to contact me at 614-213-1863. Thank you and we look forward to working with Wyandotte Municipal Services and your financing team.

Yours sincerely,

A handwritten signature in cursive script that reads "Jennifer Tribbie".

Jennifer Tribbie  
Vice President

Cc: Christine Cessante, JP Morgan Government Banker



Wyandotte Municipal Services  
Tax-Exempt Non-Bank Qualified Installment Purchase Agreement  
Summary of Terms and Conditions  
September 4, 2013

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This Summary of Terms and Conditions (the "Term Sheet") is confidential and is intended as a statement of indicative terms only, and is provided to facilitate additional discussion. It is a proposal only and not a commitment by Chase Equipment Finance ("CEF"), a division of JPMorgan Chase Bank, N.A. (the "Bank") to provide financing. *CEF shall not have any commitment or obligation hereunder unless and until it executes a commitment letter or a definitive installment purchase agreement.* The pricing and terms included in this Term Sheet are based on market conditions on the date hereof and are subject to change.

**TRANSACTION SUMMARY**

**Purchaser:** Wyandotte Municipal

**Assignee:** JPMorgan Chase Bank, N.A. or any affiliate of JPMorgan Chase Bank, N.A., its successors and/or assigns ("JPMorgan Chase" or the "Assignee"). Please refer to Exhibit I for information on the Bank.

**Transaction:** This proposal is for a tax-exempt installment purchasing agreement in accordance with and pursuant to Act 99, Public Acts of Michigan, 1933, as amended, by and among the Purchaser, the Vendor(s) and Assignee ("IPA").

**Use of Proceeds:** To finance a new roof, the legal title of which will vest with Purchaser during the term of the Agreement.

**Financing Amount:** Approximately \$850,000

**Location of Equipment:** Wyandotte, MI

**Commencement Date:** October 31, 2013, or as mutually agreed

**TRANSACTION DETAILS**

**Financing Term:** Eighty-four (84) months

**Interest Rate:** 2.0144%

**Payment / Frequency:** Equal annual payments of principal and interest as per the attached amortization schedule. If the funding amount changes, the new payment can be determined by multiplying the new amount by the rent factor of 15.459749%

**Adjustment to Rate:** The Interest Rate and Payment quoted herein are based on current market rates as indicated by the Four (4)-Year Interest Rate Swap ("Index Rate"), which was 1.39% as of August 29, 2013. The final Interest Rate and Payment will be agreed to 5 days prior to closing.

The Interest Rate will be the Four Year Swap Rate multiplied by the Bank's Tax Exempt Factor of 64.03% plus a Spread, as outlined below. For every change (increase or decrease) in the Index Rate a corresponding adjustment will be made to the Interest Rate to maintain Assignee's economics.

Interest Rate = (Index Rate x 64.03%) + spread

Example: 4-Year Swap = 1.39% \* 64.03% + 1.1244% = 2.0144%

Assignee reserves the right to adjust the pricing proposed in order to maintain Assignee's anticipated economic return as a result of material adverse change

**Prepayment:** The Financing may be prepaid in whole, but not in part, prior to maturity on any payment date, with 30 days prior written notice. Payment may be subject to a fixed rate / "make whole" break funding charge.

**Disbursement of Proceeds:** Assignee will fund directly to vendor upon the closing of the financing unless otherwise agreed.

**Security:** This transaction will be a Limited Tax General Obligation of the Purchaser.

#### OTHER TERMS

**Documentation:** The terms of this financing will be evidenced by agreements, instruments and documents ("IPA Documents") usual and customary for an Act 99 Installment Purchase Agreement. The Documents must be acceptable to Assignee and its counsel.

Assignee or its counsel shall prepare documentation. Purchaser shall be responsible for its own expenses related to review of the IPA documents and delivery of opinion of counsel.

**Conditions Precedent:** Usual and customary conditions to issuance of the financing including acceptable legal documentation which will include an opinion of counsel that the financing is valid, binding and enforceable.

**Representations and Warranties:** Usual representations and warranties for like situated Purchasers and the Facility's type and tenor, including, without limitation, absence of material adverse change, absence of material litigation, absence of default or potential default and continued accuracy of representations.

Representations and warranties relating to Absence of Sovereign Immunity (or waiver of sovereign immunity, if applicable) will also be required for all governmental entities.

**Maintenance & Insurance:**

All maintenance and insurance are the responsibility of Purchaser. Purchaser shall bear all risk of loss or damage of the Equipment and will be responsible for keeping the Equipment insured with companies satisfactory to Assignee. Assignee, its parent and/or affiliates, its successors and assigns must be named as loss payee and additional insured as applicable, on all insurance policies. Evidence of such insurance must be satisfactory to Assignee.

**Waiver of Jury Trial:**

The Purchaser and the Bank will waive, to the fullest extent permitted by applicable law, any right to have a jury participate in resolving any dispute in any way related to this term sheet, any related documentation or the transactions contemplated hereby or thereby.

**Waiver of Immunity:**

Purchaser hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process in any forum with respect to IPA.

**Governing Law:**

All aspects of the credit(s) being discussed including this Term Sheet and any Bond Documents would be governed by the laws of the State of Michigan.

**Proposal Only:**

This proposal is not a commitment to undertake this financing. A commitment can be issued only after full credit and economic review and subsequent approval by the appropriate officers of JPMorgan Chase Bank, N.A., any affiliate, successors and/or assigns. A commitment shall not be binding on Assignee unless it is signed by Assignee and accepted by Purchaser. Assignee will have the sole right of assignability of this proposal or any transaction between Assignee and Purchaser.

**Proposal Expiration:**

This proposal will expire if accepted does not occur by November 30, 2013 (unless extended in writing by Assignee).

**Confidentiality Statement:**

Chase confirms that it will not use confidential information obtained from you by virtue of the potential transaction contemplated by this Term Sheet or our other relationships with you in connection with the performance by Chase of such services for other companies.

The Bank may, from time to time, be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which the Purchaser may have conflicting interests regarding the transaction described herein and otherwise. The Bank confirms that it will not use confidential information obtained from the Purchaser by virtue of the potential transaction contemplated by this commitment or our other relationships with the Purchaser in connection with the performance by the Bank of such services for other companies. The Bank will not use in connection with the potential transaction contemplated by this commitment, or furnish to you, confidential information obtained from other companies.

Confidential

*This Term Sheet is intended as an outline only and does not purport to summarize all the conditions, covenants, representations, warranties and other provisions which would be contained in definitive legal documentation for the financing contemplated hereby.*

**AMORTIZATION SCHEDULE**

Wyandotte Municipal Services - IPA

Rate.....2.0144%

date	starting balance	takedowns	debt service	interest	principal	remaining balance
10/30/2013	\$0.00	\$850,000.00	\$0.00	\$0.00	\$0.00	\$850,000.00
10/30/2014	\$850,000.00	\$0.00	\$131,407.87	\$17,122.40	\$114,285.47	\$735,714.53
10/30/2015	\$735,714.53	\$0.00	\$131,407.87	\$14,820.23	\$116,587.64	\$619,126.89
10/30/2016	\$619,126.89	\$0.00	\$131,407.87	\$12,471.69	\$118,936.18	\$500,190.72
10/30/2017	\$500,190.72	\$0.00	\$131,407.87	\$10,075.84	\$121,332.03	\$378,858.69
10/30/2018	\$378,858.69	\$0.00	\$131,407.87	\$7,631.73	\$123,776.14	\$255,082.55
10/30/2019	\$255,082.55	\$0.00	\$131,407.87	\$5,138.38	\$126,269.49	\$128,813.06
10/30/2020	\$128,813.06	\$0.00	\$131,407.87	\$2,594.81	\$128,813.06	\$0.00
<b>total</b>		<b>\$850,000.00</b>	<b>\$919,855.09</b>	<b>\$69,855.09</b>	<b>\$850,000.00</b>	

[PROPOSED FORM OF AGREEMENT TO BE COMPLETED]

INSTALLMENT PURCHASE AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_, 2013, by and between the City of Wyandotte, County of Wayne, State of Michigan (the "City"), Wm. Molnar Roofing Co., Inc., Riverview, Michigan (the "Seller"), and JPMorgan Chase Bank, N.A. (the "Assignee"), is as follows:

1. Purchase Price, Purchase Price, Title and Useful Life. The City agrees to purchase and the Seller agrees to sell and install a replacement roof for the City of Wyandotte Power Plant located at 2555 Van Alstyne Street (the "Property"), all as set forth in the specifications from the Seller for the Property (the "Specifications"), for the sum of \$\_\_\_\_\_ (the "Purchase Price"). The City will repay to the Assignee the Purchase Price in \_\_\_\_\_ (\_\_\_\_) annual principal installments as set forth on Exhibit A, commencing \_\_\_\_\_, 2014 and on each \_\_\_\_\_ thereafter to and including \_\_\_\_\_, 2020. The Purchase Price may be prepaid, in whole [or in part], upon payment of the prepaid principal and interest amounts without a prepayment penalty. Unless waived by the Assignee, the City shall give notice of prepayment in writing at least 30 days prior to the prepayment date as described in Section 6 of this Agreement.

The City shall pay interest on the unpaid balance of the Purchase Price to the Assignee, as the assignee of this Agreement in accordance with Paragraph 3 hereof, at a rate of interest of \_\_\_\_\_% per annum from the date funds are delivered by the Assignee as set forth in Section 3 hereof, computed on the basis of a 30 day month and a 360-day year, which interest shall be payable annually on \_\_\_\_\_ of each year commencing \_\_\_\_\_, 2014 through and including \_\_\_\_\_, 2020. Upon installation of the Property and acceptance of the Property by the City, title to the Property shall vest in the City. The City represents to the Assignee that the useful life of the Property is at least equal to or longer than the date of the final payment hereunder.

2. Incorporation by Reference. The Seller and the City agree to all of the instructions, terms and conditions as may be outlined in the Specifications and any supplements thereto, which are hereby incorporated by reference in full herein. In the event of a conflict in terms between this Agreement and the Specifications, the specific terms of this Agreement shall govern.

3. Assignment to Assignee. The Seller hereby irrevocably assigns this Agreement immediately to the Assignee in consideration for a payment from the Assignee in the amount of the Purchase Price to the Seller. The City hereby consents to said assignment, except with respect to the warranties and other obligations of the Seller set forth in Paragraph 2 and Paragraph 4 of this Agreement, all of which shall, except as provided in Paragraph 4, remain the sole responsibility of the Seller and shall not be assignable. With respect to the Assignee, the City hereby waives any defenses based upon warranty, failure or inability of the Seller to perform its non-assignable obligations or the failure of the Property to perform its intended function. To the extent that funds are disbursed by the Assignee in accordance with this paragraph, the City's obligation to the Assignee is absolute and unconditional and shall remain in full force and effect until the amount of the payment by the Assignee as specified in this paragraph together with interest thereon shall have been paid by the City to the Assignee, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

(a) Any failure of title with respect to the Seller or the City's interest in the Property or the invalidity, enforceability or termination of this Agreement;

(b) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;

(c) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment or other similar proceedings affecting the Seller or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;

(d) To the extent permitted by law, any event or action which would, in the absence of this clause, result in release or discharge by operation of law of the Seller from the performance or observation of any obligation, covenant or agreement contained in this Agreement; or

(e) The default or failure of the Seller fully to perform any of its obligations set forth in this Agreement.

It is expressly agreed between the Seller, the City and the Assignee, by acceptance of the assignment of this Agreement, that the City shall make all payments of principal and interest directly to the Assignee.

The Seller represents and warrants that the assignment to the Assignee of this Agreement does not violate any agreement, contract or loan agreement to which it is a party, and that the Agreement has been duly executed and delivered by the Seller.

4. Warranty. THE SELLER WARRANTS THE PROPERTY AS SET FORTH IN THE SPECIFICATIONS AND PURSUANT TO THE MANUFACTURER'S WARRANTIES AND WARRANTS INSTALLATION OF THE PROPERTY BY THE SELLER. Any warranties with respect to the Property shall not be assigned, but shall remain enforceable by the City.

The Assignee makes no warranty or representation, express or implied, as to any matter whatsoever, including, without limitation, as to the merchantability of the Property or fitness of the Property for any particular purpose or as to the value, design, condition, use, capacity or durability of the Property. The City agrees that (a) the Assignee has no liability for the delivery or installation of the Property, (b) the Assignee assumes no obligation with respect to the Seller's or any manufacturer's product warranties or guaranties, (c) neither the Seller nor any manufacturer or any representative of said parties is an agent of the Assignee, and (d) any warranty, representation, guaranty or agreement made by any manufacturer or by the Seller or any representative of said parties shall not be binding upon the Assignee.

The Assignee may further assign its rights, title and interest in and to the Agreement, in whole or in part, to any party at any time. Any such assignee or lienholder (a "Transferee"), shall have all the right of the Assignee under the Agreement. An assignment or reassignment of any of Assignee's rights, title or interest in the Agreement shall be enforceable against City only after City receives a written notice of assignment which discloses the name and address of each such

Transferee; provided, that such notice of any further assignment shall not be so required if Assignee assigns the Agreement to JPMorgan Chase & Co. or any of its direct or indirect subsidiaries. The City agrees to acknowledge in writing any such assignments if so requested.

5. Date of Acceptance. The date of acceptance shall be the date when the Property has been acquired and installed in accordance with the Specifications, and the City has accepted the delivery of the Property in writing. Upon acceptance, the City shall notify the Assignee, in writing, that the Assignee shall dishurse the sums owing to the Seller.

6. Notices. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to the Assignee, 1111 Polaris Parkway, Suite 3A – OH1-1085, Columbus, Ohio 43240-2050, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Assignee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

7. Entire Agreement. This Agreement and the documents expressly incorporated by reference herein constitute the entire agreement of the parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are hereby terminated.

8. Amendments. Any attempt to modify the terms of this Agreement or of any supporting document shall be ineffectual unless in writing, signed by all parties and the City agrees to secure the consent of the Assignee to any such modifications, provided that the consent of the Seller to the modification of any of the terms of payment by the City to the Assignee shall not be required.

9. Security and Tax Covenant. The obligation of the City to pay principal and interest under this Agreement is a limited tax general obligation of the City. The City shall include in its budget and pay each year, until this Agreement is paid in full, such sum as may be necessary each year to make all payments hereunder, when due. The City covenants that it shall comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to delivery of this Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes.

10. Legislative Authorization. The City represents that this Agreement is made in accordance with and pursuant to Act 99, Public Acts of Michigan, 1933, as amended (hereinafter, the "Installment Purchase Law"). The City represents, warrants and covenants that this Agreement currently complies with the Installment Purchase Law and shall comply at all times with the Installment Purchase Law. The Purchaser represents that the outstanding balance of this Agreement plus all installment purchase agreements of the City that are subject to the Installment Purchase Law do not exceed 1-1/4% of the equalized assessed value of the real and personal property within the boundaries of the City, as such terms are used in the Installment Purchase Law.

11. Counterparts. This Agreement may be signed in any number of counterparts, which counterparts shall be considered as one and the same instrument. Facsimile copies of this Agreement shall have the full force and effect of an original document.

CITY OF WYANDOTTE

By \_\_\_\_\_  
Its General Manager  
Department of Municipal Service

WM. MOLNAR ROOFING CO., INC.  
as Seller

By \_\_\_\_\_  
Its \_\_\_\_\_

JPMORGAN CHASE BANK, N.A.  
as Assignee

By \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT A**  
**MATURITY SCHEDULE**

Date	Interest	Principal	Payment
<b>TOTALS</b>			