

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION  
MONDAY, AUGUST 11th, 2014 7:00 PM  
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL E. GALESKI

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

PRESENTATIONS:

PRESENTATION BY JERI LYNN LASICH OF VISTA MARIA  
A NON-PROFIT ORGANIZATION THAT WORKS WITH  
UNDERPRIVILEGED FOSTER CHILDREN  
WITHIN WAYNE COUNTY

PERSONS IN THE AUDIENCE:

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

1. Communication from Mayor Peterson sharing the news that the Wyandotte based Daly Merritt Insurance was recognized in the July 28, 2014 edition of Crain's Detroit business as the 12th largest insurance agency in the State of Michigan.
2. Communication from the City Engineer and City Administrator responding to the communication from Councilman Galeski as it pertains to toters and the Solid Waste Fund.
3. Communication from the Department of Legal Affairs relative to the lease with Post 217 at 2817 Van Alstyne.

4. Communication from the City Administrator submitting a Memorandum of Agreement-IAFF Local # 356.

5. Communication from the Special Event Coordinator regarding the 2014 Wyandotte Street Art Fair Financial report.

6. Communications from Bill Weirich -Superintendent Municipal Service Water Department submitting an acceptance of a bid for the Water Main project on Clinton street from 6th to Alfred to Macomb Pipeline and Utility.

7. Communication from the Municipal Service Commission President regarding the approval of a salary step adjustment for the General Manager of Wyandotte Municipal Service.

8. Communication from the City Engineer relative to Slip-Lining of Sewer by LiquiForce.

9. Communication from the City Engineer regarding the demolition of 606 Chestnut.

10. Communication from the City Engineer regarding the 2014 HMA Parking Lot Resurfacing Program.

11. Communication from the City Engineer submitting demolitions bids for 239 & 230 Bondie Streets.

12. Communication from the City Engineer regarding the purchase of additional 96 Gallons Toters.

CITIZENS PARTICIPATION:

HEARINGS:

SHOW CAUSE HEARING  
WHY THE DWELLING AT 446 PINE  
WYANDOTTE, MICHIGAN SHOULD NOT  
BE DEMOLISHED, REMOVED OR OTHERWISE MADE SAFE

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SHOW CAUSE HEARING  
WHY THE DWELLING AT 143-149 BENNETT  
WYANDOTTE, MICHIGAN SHOULD NOT  
BE DEMOLISHED OR OTHERWISE MADE SAFE

AUTOMATIC REFERRAL:

1. Request from the Girl Scouts of Southeastern Michigan to sell door to door in the City of Wyandotte October 1 through November 23, 2014 and December 23, 2014 through March 31, 2015 provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.

REPORTS AND MINUTES:

2014 July Board of Review Change Summary	
Municipal Service Commission	July 23, 2014
Downtown Development Authority	June 10, 2014
Zoning Board of Appeals & Adjustments	July 16, 2014
Beautification Commission	July 16, 2014

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**COUNCIL**

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

JOSEPH PETERSON  
MAYOR



**ATTENTION**



**BUDGET COMMITTEE MEETING**

**MONDAY, AUGUST 11, 2014**

**5:00 P.M.**

**(PRIOR TO THE REGULARLY SCHEDULED COUNCIL  
MEETING)**

**CITY COUNCIL CHAMBERS**

**3200 BIDDLE AVENUE**

**WYANDOTTE, MICHIGAN 48192**

Posted: August 6, 2014

# \* CLOSED SESSION \*

Maria Johnson

**From:** Todd Drysdale [tdrysdale@wyan.org]  
**Sent:** Thursday, August 07, 2014 2:05 PM  
**To:** 'Bill Griggs'  
**Subject:** Closed Session

As per our conversation earlier this week, I would like to call a closed session for the following reason:

“For strategy connected with the negotiation of a collective bargaining agreement”.

Thanks in advance!

Todd

# PRESENTATION

## OFFICIALS

Thomas Woodruff  
CITY ASSESSOR

William R. Griggs  
CITY CLERK

Todd M. Browning  
TREASURER



JOSEPH R. PETERSON  
MAYOR

## COUNCIL

Sheri M. Sutherby-Fricke

Daniel E. Galeski

Tadeusz Miciura Jr.

Leonard T. Sabuda

Donald Schultz Jr.

Lawrence S. Stec

TO: William R. Griggs  
City Clerk

FROM: Julie Sadlowski  
Office of the Mayor & City Council

DATE: July 14, 2014

SUBJECT: Presentation at 8/11/14 Council Meeting

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**Monday, August 11, 2014**

**Presentation by Jeri Lynn Lasich of Vista Maria, a non-profit organization that works with underprivileged foster children within Wayne County.**

Please place this item at beginning of the agenda as you have so kindly done in the past. Feel free to contact me at X4544 if you have any questions.

Thank you.

**OFFICIALS**

**Thomas Woodruff**  
CITY ASSESSOR

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
TREASURER



**COUNCIL**

**Sheri M. Sutherby-Fricke**  
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**Donald Schultz Jr.**  
**Lawrence S. Stec**

**JOSEPH R. PETERSON**  
**MAYOR**

August 6, 2014

The Honorable City Council  
City of Wyandotte  
3200 Biddle Avenue – Ste. 300  
Wyandotte MI 48192

RE: Daly Merritt Insurance Agency Recognition

Gentlemen and Madam:

It is with great enthusiasm that I share the news that Wyandotte based Daly Merritt Insurance was recognized in the July 28, 2014 edition of Crain's Detroit Business as the 12<sup>th</sup> largest insurance agency in the State of Michigan. The Company's 2013 gross revenue of \$10.6 Million on annual sales of \$125 Million represented revenue growth of 36% for the prior year, ranking them first in the State in the "top line growth" category. According to the article, Daly Merritt's expansion was fueled by the acquisition of three Trenton based agencies in 2012: Buhl Insurance, Frost Insurance and Advisor's Financial Group.

Daly Merritt has a rich Wyandotte history. The Company was formed in 1971 as the result of the merger between the Daly Insurance Agency and the Harley Merritt Agency. The Harley Merritt Insurance Agency was formed in 1928 with an office on Biddle Avenue near Chestnut. The Daly Insurance Agency was formed by Thomas J. Daly in 1956 and located in his parents' living room on Biddle Avenue between Poplar and Walnut. Mr. Daly started his Wyandotte based business soliciting door to door sales from neighborhood homeowners as well as from those businesses located in Downtown Wyandotte at that time.

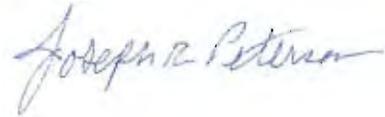
It should be noted that Daly Merritt has, for decades, reinvested its corporate profits in the City of Wyandotte and other neighboring communities. Not only does the Company employ well over 100 local residents in its various companies, it has provided substantial support for numerous charitable organizations in both the Downriver community and throughout the State for many years. The Company contributed over \$300,000 to local causes in 2013 alone including a \$200,000 donation to the Guidance Center's "Kids Talk Program" for young victims of child abuse. Currently the Company has four construction projects underway in the City and plans to begin the fifth this fall with the \$3.8 million redevelopment at the former Sears Building at the corner

Pg. 2  
Daly Merritt  
August 6, 2014

of Maple and Biddle. Of the 44 Wyandotte properties currently owned by the Company, 21 are located in or near the Downtown District of the City.

I am proud to have Daly Merritt as a Wyandotte hometown investor and developer. The owners have shown a long-term commitment to the success of the area and should be commended on their many successful achievements within the City of Wyandotte.

Sincerely,



Joseph R. Peterson  
Mayor

2014-08-06 10:00 AM

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

②

MEETING DATE: August 11, 2014

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

**ITEM:** Response to the communication of Councilman Daniel E. Galeski regarding toters

**PRESENTER:** Mark A. Kowalewski, City Engineer, Todd A. Drysdale, City Administrator  
*Mark Kowalewski*

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

**BACKGROUND:** The Solid Waste Fund is a Special Revenue Fund with the majority of the revenue provided via a dedicated millage for solid waste. Attached are projections of the Solid Waste Fund for Fiscal budget year 2015, 2016 and 2017, under two (2) assumptions; (1) to continue to the existing services and (2) compared to providing free 96 gallon toters to all residences. If services are continued as status quo, the Fund maintains a positive fund balance over the next three (3) years of \$554,800. Providing free 96 gallon toters to all residents is projected to result in a deficit of \$360,000 by the end of the 2017 fiscal year.

The primary reason for the differences include 1) reimbursement of \$110,000 for previously purchased toters, 2) capital outlay of \$360,000 for new toters for residents who have not already purchased a toter, 3) average annual loss of toter rental revenue of \$108,000 in the next three (3) years, and 4) average increase in rubbish collection costs of \$100,000 due to toters.

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

**ACTION REQUESTED:** Recommendation is to not change current Solid Waste Program.

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

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Drysdale*

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

**MAYOR'S RECOMMENDATION:** *ARP Aug 20*

**LIST OF ATTACHMENTS:** Council Resolution of July 29, 2014.  
Analysis Solid Waste Fund 2015, 2016 and 2017 with rental of toters.  
Analysis Solid Waste Fund 2015, 2016 and 2017 with free toters city wide.

City of Wyandotte  
 Analysis of Solid Waste Fund - Assume Continuance of Toter Rental Program  
 August 6, 2014

	Actual 2010	Actual 2011	Actual 2012	Actual 2013	Budget 2014	Proposed Budget 2015	2.0% Estimated 2016	2.0% Estimated 2017
290-000-411-000 Property Tax Receipts	1,779,043.11	1,610,422.51	1,482,483.45	1,387,636.86	1,351,721.00	1,368,927.44	1,396,305.99	1,424,232.11
290-000-411-035 Delinquent Property Taxes		2,363.11	7,296.70	898.94				
290-000-411-060 TIFA Capture	(596,320.51)	(512,941.48)	(448,562.46)	(398,038.64)	(382,875.00)	(397,206.31)	(397,206.31)	(397,206.31)
TIFA Capture-DDA						-	-	-
290-000-411-065 TIFA Sharing	444,437.90	325,761.26	267,209.92	220,056.75	325,015.00	339,845.03	339,645.03	339,645.03
290-000-411-067 Taxes-Brownfield Capture	(8,491.29)	(8,156.89)	(7,257.58)	(7,197.32)	(8,716.00)	(8,632.00)	(8,632.00)	(8,632.00)
290-000-610-040 Dumpster Billing Receipts	191,145.17	14,929.54	10,245.50	3,794.00	13,000.00	10,000.00	10,000.00	10,000.00
290-000-610-041 5% Delinquency Charge	1,219.05							
290-000-610-042 Dumpster Billing Receipts (DMS)		204,716.62	222,977.97	240,377.60	200,000.00	240,000.00	247,200.00	254,616.00
290-000-610-043 Dumpster Penalties (DMS)		1,506.92	1,352.30	1,493.72				
290-000-630-024 Service Fees-Sanitation	34,046.04	40,094.90	36,915.44	41,048.20	38,000.00	38,000.00	38,000.00	38,000.00
290-000-650-000 Refuse Stickers	3,044.00	4,467.00	3,217.00	4,187.00	3,500.00	4,000.00	4,000.00	4,000.00
290-000-650-011 Solid Waste (Toter Rental)		22,894.00	15,446.40	27,751.90	135,000.00	68,304.00	150,720.00	104,304.00
290-000-650-012 Curbside Yard Waste		25,035.44	30,410.99	31,782.54	30,000.00	35,000.00		
290-000-651-000 Merchant Bag/Tags Sales								
290-000-655-010 Interest Earnings	2,218.93	3,003.94	1,461.54	1,047.18	1,000.00	1,000.00	1,000.00	1,000.00
290-000-655-040 Misc Revenue								
<b>Total Revenue</b>	<b>1,850,344.40</b>	<b>1,734,096.87</b>	<b>1,623,197.17</b>	<b>1,554,838.73</b>	<b>1,705,645.00</b>	<b>1,699,038.16</b>	<b>1,781,032.71</b>	<b>1,769,958.83</b>
290-448-825-330 Legal Fees								
290-448-825-420 Recycling Center Development								
290-448-825-430 Contractual Services								
290-448-825-470 Rubbish Collection	1,036,674.69	1,023,943.96	1,070,020.55	1,098,861.31	1,127,644.00	1,209,671.00	1,250,944.00	1,293,345.00
Allowance for Fuel Adjustment		-						
750 toters each year Alt #1 & Alt #2 pricing								
290-448-825-480 Rubbish Dumping Fee	287,112.59	284,576.26	294,785.98	299,435.67	303,000.00	300,000.00	309,000.00	318,270.00
290-448-825-490 Recycling Collection/Tip	6,463.19	274.50	1,182.15	5,849.50	6,000.00	4,500.00	4,635.00	4,774.05
290-448-825-491 Compost Tipping Fee	16,513.42	15,744.00	16,980.00	6,900.00	19,000.00	15,000.00	15,450.00	15,913.50
290-448-825-492 Bag & Tag Costs	-	-	-	-	-	-	-	-
290-448-825-493 Household Hazardous Waste Program	2,500.00	30.00	30.00	-	2,000.00	1,000.00	1,030.00	1,060.90
290-448-825-494 Curbside Yard Waste		13,376.09	999.20	-	1,100.00	900.00	1,000.00	1,000.00
290-448-850-540 Other Equipment	20,042.34	223,163.16	48,787.47	11,900.48	143,000.00	51,500.00	64,500.00	75,000.00
290-448-926-610 Reimbursements	260,000.00	260,000.00	275,000.00	275,000.00	275,000.00	275,000.00	275,000.00	275,000.00
<b>Total Expenditures</b>	<b>1,629,306.23</b>	<b>1,821,107.97</b>	<b>1,707,785.35</b>	<b>1,697,948.96</b>	<b>1,876,744.00</b>	<b>1,857,571.00</b>	<b>1,921,559.00</b>	<b>1,984,363.45</b>
<b>Excess Revenue/(Expenditures)</b>	<b>221,038.17</b>	<b>(87,011.10)</b>	<b>(84,588.18)</b>	<b>(143,108.23)</b>	<b>(171,099.00)</b>	<b>(158,532.84)</b>	<b>(140,528.29)</b>	<b>(214,404.82)</b>
<b>Fund Balance - Beginning of Year</b>	<b>1,332,534.07</b>	<b>1,553,572.24</b>	<b>1,466,561.14</b>	<b>1,381,972.96</b>	<b>1,238,864.73</b>	<b>1,067,765.73</b>	<b>909,232.89</b>	<b>768,706.60</b>
<b>Fund Balance - End of Year</b>	<b>1,553,572.24</b>	<b>1,466,561.14</b>	<b>1,381,972.96</b>	<b>1,238,864.73</b>	<b>1,067,765.73</b>	<b>909,232.89</b>	<b>766,706.60</b>	<b>554,301.98</b>

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year Ending September 15, 2015

**Department** SANITATION - WITH RENTAL OF TOTERS

**Account** 290-448-825-470

Priority Level	Description	New Expense?	Prior Year Vendor	Expenses	2015 FY Budget Request
	rubbish collection				
1	dumpster-cc 15 units x (56.28) x 12				10,130.00
2	dumpster 524.50 units (39.19+.56) x 12				250,187.00
3	residential alt #1 7,675units x (6.52+.56)x12				652,068.00
4	Alt #2 2,562 units x (7.66+.56) x 12				252,716.00
5	Drop off recycling center (incl. recyc. Cred)				
6	15 pickups each month x 247.61 x 12				44,570.00
7	credit x 12: market down no credits				
8					
9					
10					
				<b>290-448-825-470</b>	<b>\$1,209,671.00</b>

**Additional Comments:** above calculations for units as of May 2014. Fuel Adjustment of \$0.07/unit increase or decrease will apply to each \$.20.gallon increase or decrease of bulk fuel purchases of diesel fuel. The base price for adjustments is \$2.70/gal., estimated adjusted is \$0.56 (\$2.70+\$1.60=\$4.30/gallon). Contract also includes a unit count adjustment.

2,812 rental carts as of May 2014

Department Head Signature: \_\_\_\_\_  
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Date: \_\_\_\_\_

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year Ending September 30, 2016

**Department** SANITATION - WITH RENTAL OF TOTERS

**Account** 290-448-825-470

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2016 Budget Request
	rubbish collection				
1	dumpster-cc 15 units x (57.96) x 12				10,433.00
2	dumpster 524.50 units (40.16+.56) x 12				256,292.00
3	residential alt #1 6,925units x (6.69+.56)x12				602,475.00
4	Alt #2 3,312 units x (7.89+.56) x 12				335,837.00
5	Drop off recycling center (incl. recyc. Cred)				
6	15 pickups each month x 255.04 x 12				45,907.00
7	credit x 12: market down no credits				
8					
9					
10					
				<b>290-448-825-470</b>	<b>\$1,250,944.00</b>

**Additional Comments:** above calculations for units as of May 2014. Fuel Adjustment of \$0.07/unit increase or decrease will apply to each \$.20.gallon increase or decrease of bulk fuel purchases of diesel fuel.  
 The base price for adjustments is \$2.70/gal., estimated adjusted is \$0.56 (\$2.70+\$1.60=\$4.30/gallon).  
 Contract also includes a unit count adjustment.

2,812 rental carts as of May 2014

Department Head Signature: \_\_\_\_\_  
 h:\bob\budget\expwksht.wk4

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

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year Ending September 30, 2017

**Department** SANITATION - WITH RENTAL OF TOTERS

**Account** 290-448-825-470

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2017 Budget Request
	rubbish collection				
1	dumpster-cc 15 units x (59.70) x 12				10,746.00
2	dumpster 524.50 units (41.17+.56) x 12				262,649.00
3	residential alt #1 6,175 units x (6.85+.56)x12				549,081.00
4	Alt #2 4,062 units x (8.13+.56) x 12				423,585.00
5	Drop off recycling center (incl. recyc. Cred)				
6	15 pickups each month x 262.69 x 12				47,284.00
7	credit x 12: market down no credits				
8					
9					
10					
<b>290-448-825-470</b>					<b><u>\$1,293,345.00</u></b>

**Additional Comments:** above calculations for units as of May 2014. Fuel Adjustment of \$0.07/unit increase or decrease will apply to each \$.20.gallon increase or decrease of bulk fuel purchases of diesel fuel. The base price for adjustments is \$2.70/gal., estimated adjusted is \$0.56 (\$2.70+\$1.60=\$4.30/gallon). Contract also includes a unit count adjustment.

2,812 rental carts as of May 2014

Department Head Signature: \_\_\_\_\_  
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Date: \_\_\_\_\_

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year I ending September 20, 2015

Department SANITATION - WITH RENTAL OF TOTERS

Account 290-448-850-540

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2015 Budget Request
1	dumpsters for sale				10,000.00
2	repairs				7,000.00
3	solid waste toters 750 @ 46/ea				<b>34,500.00</b>
4	replace #21 F350 4 wheel, 2005				0.00
5					
6					
7					
8					
9					
10					
				290-448-850-540	<u>\$51,500.00</u>

Additional  
 Comments:

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Department Head Signature: \_\_\_\_\_

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

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year Ending September 30, 2016

Department SANITATION - WITH RENTAL OF TOTERS

Account 290-448-850-540

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2016 Budget Request
1	dumpsters for sale				10,000.00
2	repairs				7,000.00
3	solid waste toters 750 @ 46/ea				<b>34,500.00</b>
4	equipment replacement				13,000.00
5					
6					
7					
8					
9					
10					
				290-448-850-540	<u>\$64,500.00</u>

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year ending September 30, 2017

**Department** SANITATION - WITH RENTAL OF TOTERS

**Account** 290-448-850-540

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2017 Budget Request
1	dumpsters for sale				10,000.00
2	repairs				7,000.00
3	solid waste toters 750 @ 46/ea				<b>34,500.00</b>
4	equipment replacement				23,500.00
5					
6					
7					
8					
9					
10					
				<b>290-448-850-540</b>	<u><u>\$75,000.00</u></u>

**Additional Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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City of Wyandotte  
 Analysis of Solid Waste Fund - Assumes Distribution of Free Toters  
 August 6, 2014

	Actual 2010	Actual 2011	Actual 2012	Actual 2013	Budget 2014	Proposed Budget 2015	2.0% Estimated 2016	2.0% Estimated 2017
290-000-411-000 Property Tax Receipts	1,779,043.11	1,610,422.51	1,482,483.45	1,387,636.86	1,351,721.00	1,368,927.44	1,396,305.99	1,424,232.11
290-000-411-035 Delinquent Property Taxes		2,363.11	7,296.70	896.94				
290-000-411-060 TIFA Capture	(596,320.51)	(512,941.48)	(448,562.46)	(398,036.64)	(382,875.00)	(397,206.31)	(397,206.31)	(397,206.31)
TIFA Capture-DDA								
290-000-411-065 TIFA Sharing	444,437.90	325,761.26	267,209.92	220,056.75	325,015.00	339,645.03	339,645.03	339,645.03
290-000-411-067 Taxes-Brownfield Capture	(8,491.29)	(8,156.89)	(7,257.58)	(7,197.32)	(8,716.00)	(8,632.00)	(8,632.00)	(8,632.00)
290-000-610-040 Dumpster Billing Receipts	191,145.17	14,929.54	10,245.50	3,794.00	13,000.00	10,000.00	10,000.00	10,000.00
290-000-610-041 5% Delinquency Charge	1,219.05							
290-000-610-042 Dumpster Billing Receipts (DMS)		204,716.62	222,977.97	240,377.60	200,000.00	240,000.00	247,200.00	254,616.00
290-000-610-043 Dumpster Penalties (DMS)		1,506.92	1,352.30	1,493.72				
290-000-630-024 Service Fees-Sanitation	34,048.04	40,094.90	36,915.44	41,048.20	38,000.00	38,000.00	38,000.00	38,000.00
290-000-650-000 Refuse Stickers	3,044.00	4,467.00	3,217.00	4,187.00	3,500.00	4,000.00	4,000.00	4,000.00
290-000-650-011 Solid Waste (Toter Rental)		22,894.00	15,446.40	27,751.90	135,000.00			
290-000-650-012 Curbside Yard Waste		25,035.44	30,410.99	31,782.54	30,000.00	35,000.00	35,000.00	35,000.00
290-000-651-000 Merchant Bag/Tags Sales								
290-000-655-010 Interest Earnings	2,218.93	3,003.94	1,461.54	1,047.18	1,000.00	1,000.00	1,000.00	1,000.00
290-000-655-040 Misc Revenue								
<b>Total Revenue</b>	<b>1,850,344.40</b>	<b>1,734,096.87</b>	<b>1,623,197.17</b>	<b>1,554,838.73</b>	<b>1,705,645.00</b>	<b>1,630,734.16</b>	<b>1,665,312.71</b>	<b>1,700,654.83</b>
290-448-825-330 Legal Fees								
290-448-825-420 Recycling Center Development								
290-448-825-430 Contractual Services								
290-448-825-470 Rubbish Collection	1,036,674.69	1,023,943.96	1,070,020.55	1,098,861.31	1,127,644.00	1,314,665.00	1,350,644.00	1,388,193.00
Allowance for Fuel Adjustment								
All #2 pricing								
290-448-825-480 Rubbish Dumping Fee	287,112.59	284,576.26	294,785.98	299,435.67	303,000.00	300,000.00	309,000.00	318,270.00
290-448-825-490 Recycling Collection/Tip	6,463.19	274.50	1,182.15	5,849.50	6,000.00	4,500.00	4,635.00	4,774.05
290-448-825-491 Compost Tipping Fee	16,513.42	15,744.00	16,980.00	6,900.00	19,000.00	15,000.00	15,450.00	15,913.50
290-448-825-492 Bag & Tag Costs								
290-448-825-493 Household Hazardous Waste Program	2,500.00	30.00	30.00	-	2,000.00	1,000.00	1,030.00	1,060.90
290-448-825-494 Curbside Yard Waste		13,376.09	999.20	-	1,100.00	900.00	1,000.00	1,000.00
290-448-850-540 Other Equipment	20,042.34	223,163.16	48,787.47	11,900.48	143,000.00	364,044.50	30,000.00	40,500.00
Reimburse Customers for Toter Leases						110,000.00		
290-448-926-610 Reimbursements	260,000.00	260,000.00	275,000.00	275,000.00	275,000.00	275,000.00	277,750.00	280,527.50
<b>Total Expenditures</b>	<b>1,629,306.23</b>	<b>1,821,107.97</b>	<b>1,707,785.35</b>	<b>1,697,946.96</b>	<b>1,876,744.00</b>	<b>2,385,109.50</b>	<b>1,989,509.00</b>	<b>2,050,238.95</b>
Excess Revenue/(Expenditures)	221,038.17	(87,011.10)	(84,588.18)	(143,108.23)	(171,099.00)	(754,375.34)	(324,196.29)	(349,584.12)
Fund Balance - Beginning of Year	1,332,534.07	1,553,572.24	1,466,561.14	1,381,972.96	1,238,864.73	1,087,765.73	313,390.39	(10,805.90)
Fund Balance - End of Year	1,553,572.24	1,466,561.14	1,381,972.96	1,238,864.73	1,067,765.73	313,390.39	(10,805.90)	(360,390.02)

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year I ending September 30, 2015

**Department** Sanitation - WITH FREE TOTERS

**Account** 290-448-825-470

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2015 FY Budget Request
	rubbish collection				
1	dumpster-cc 15 units x (56.28) x 12				10,130.00
2	dumpster 524.50 units (39.19+ .56) x 12				250,187.00
3	residential alt #1 0 units x (6.52+.56)x12				0.00
4	Alt #2 10,237 units x (7.66+.56) x 12				1,009,778.00
5	Drop off recycling center (incl. recyc. Cred)				
6	15 pickups each month x 247.61 x 12				44,570.00
7	credit x 12: market down no credits				
8					
9					
10					
				<b>290-448-825-470</b>	<b><u>\$1,314,665.00</u></b>

**Additional Comments:** Fuel Adjustment of \$0.07/unit increase or decrease will apply to each \$.20.gallon increase or decrease of bulk fuel purchases of diesel fuel.  
 The base price for adjustments is \$2.70/gal., estimated adjusted is \$0.56 (\$2.70+\$1.60=\$4.30/gallon).

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year I ending September 20, 2016

**Department** Sanitation - WITH FREE TOTERS

**Account** 290-448-825-470

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2016 FY Budget Request
	rubbish collection				
1	dumpster-cc 15 units x (57.96) x 12				10,433.00
2	dumpster 524.50 units (40.16+.56) x 12				256,292.00
3	residential alt #1 0 units x (6.69+.56)x12				0.00
4	Alt #2 10,237 units x (7.89+.56) x 12				1,038,032.00
5	Drop off recycling center (incl. recyc. Cred)				
6	15 pickups each month x 255.04 x 12				45,907.00
7	credit x 12: market down no credits				
8					
9					
10					
				<b>290-448-825-470</b>	<b><u>\$1,350,664.00</u></b>

Fuel Adjustment of \$0.07/unit increase or decrease

**Additional** will apply to each \$.20.gallon increase or decrease of bulk fuel purchases of diesel fuel.

**Comments:** The base price for adjustments is \$2.70/gal., estimated adjusted is \$0.56 (\$2.70+\$1.60=\$4.30/gallon).

Department Head Signature: \_\_\_\_\_

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

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year I ending September 30, 2017

**Department Sanitation - WITH FREE TOTERS**

**Account 290-448-825-470**

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2017 Budget Request
	rubbish collection				
1	dumpster-cc 15 units x (59.70) x 12				10,746.00
2	dumpster 524.50 units (41.17+.56) x 12				262,649.00
3	residential alt #1 0 units x (6.85+.56)x12				0.00
4	Alt #2 10,237 units x (8.13+.56) x 12				1,067,514.00
5	Drop off recycling center (incl. recyc. Cred)				
6	15 pickups each month x 262.69 x 12				47,284.00
7	credit x 12: market down no credits				
8					
9					
10					
				<b>290-448-825-470</b>	<b><u>\$1,388,193.00</u></b>

**Additional Comments:** Fuel Adjustment of \$0.07/unit increase or decrease will apply to each \$.20.gallon increase or decrease of bulk fuel purchases of diesel fuel.  
 The base price for adjustments is \$2.70/gal., estimated adjusted is \$0.56 (\$2.70+\$1.60=\$4.30/gallon).

Department Head Signature: \_\_\_\_\_  
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Date: \_\_\_\_\_

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year Ending September 30, 2015

Department SANITATION - WITH FREE TOTERS

Account 290-448-850-540

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2015 Budget Request
1	dumpsters for sale				10,000.00
2	repairs				7,000.00
3	solid waste toters 7,425 @ 46.74/ea				<b>347,045.00</b>
4	replace #21 F350 4 wheel, 2005				0.00
5					
6					
7					
8					
9					
10					
				<b>290-448-850-540</b>	<u><u>\$364,045.00</u></u>

Additional Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year Ending September 30, 2016

Department SANITATION - WITH FREE TOTERS

Account 290-448-850-540

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2016 Budget Request
1	dumpsters for sale				10,000.00
2	repairs				7,000.00
3	solid waste toters 0				0.00
4	equipment replacement				13,000.00
5					
6					
7					
8					
9					
10					
				<b>290-448-850-540</b>	<b><u>\$30,000.00</u></b>

Additional Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head Signature: \_\_\_\_\_  
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Date: \_\_\_\_\_

City of Wyandotte  
 Budget Worksheet - Expenses  
 Fiscal Year Ending September 30, 2017

Department SANITATION - WITH FREE TOTERS

Account 290-448-850-540

Priority Level	Description	New Expense?	Prior Year Vendor	Prior Year Expenses	2017 Budget Request
1	dumpsters for sale				10,000.00
2	repairs				7,000.00
3	solid waste toters 0				0.00
4	equipment replacement				23,500.00
5					
6					
7					
8					
9					
10					
				290-448-850-540	<u>\$40,500.00</u>

Additional Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: August 11, 2014

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

BE IT RESOLVED that the communication regarding 96 gallon totes from the City Engineer and City Administrator is received and placed on file; AND

BE IT FURTHER RESOLVED that no change is made to the Solid Waste Program.

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	_____

**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**

July 29, 2014

**RESOLUTION**

Councilman Daniel E. Galeski  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke  
Supported by Councilman Ted Miciura Jr.

RESOLVED by the City Council that the communication from Councilman Daniel E. Galeski regarding the garbage ordinance and various questions relative to the funding of same is hereby referred to the City Administrator, City Engineer and Deputy City Treasurer for a review and report back to Council in two (2) weeks. (August 11, 2014).

YEAS: Councilmembers Fricke Miciura Sabuda Schultz

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 July 28, 2014.

*William R. Griggs*  
William R. Griggs

City Clerk

CC: City Administrator; City Engineer, Deputy City Treasurer

6

Daniel Galeski  
1717 Superior  
Wyandotte, MI 48192

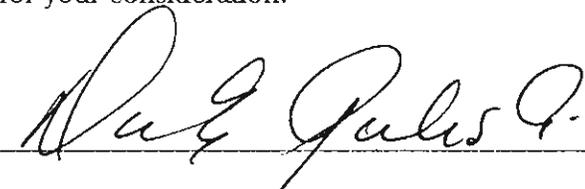
July 23, 2014

To: Mayor and City Council Members, City of Wyandotte

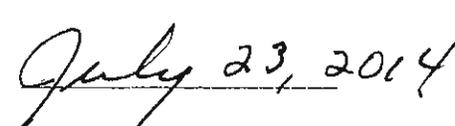
Due to our 2015 Budget committee sessions coming up quickly and in regards to the multiple discussions on our garbage ordinance and issues I would like to request the following information:

- What would our 2015, 2016 and 2017 budget look like if we were to consider purchasing 96 gallon totes for all residences in the City of Wyandotte along with refunding those who have already paid for leasing the totes?
- What would the collection costs or any additional costs involved in picking up all the totes be under the current contract with Waste Management?
- The most recent Audit by Plante Moran shows a fund balance under the solid waste fund. What would our 2015, 2016, and 2017 budget look like if this fund balance could be utilized to pay for such totes or could another revenue source be identified?

My intent at this time is for information purposes for the budget only. Thank you for your consideration.

  
\_\_\_\_\_

Councilman, Daniel E. Galeski

  
\_\_\_\_\_

Date

2014 JUL 23 P 4: 22

WYANDOTTE CITY CLERK  
1

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

3

MEETING DATE: August 11, 2014

AGENDA ITEM #

ITEM: Lease with Post 217 at 2817 Van Alstyne

PRESENTER: William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: I was directed by the Mayor to prepare a lease between the City of Wyandotte and the Edward C. Headman Post No. 217, American Legion for 2817 Van Alstyne. It is my understanding the State of Michigan is requesting a copy of a lease for their current location. The attached lease is for a term of fifty (50) years. It requires the Tenant to pay for the boiler and HVAC as needed and limits the use of the property as an American Legion Post. It requires liability insurance in an amount requested by the City and requires the American Legion Post to pay all repairs of the property.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Approve proposed lease.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *[Signature]*

LEGAL COUNSEL'S RECOMMENDATION: *PREPARED LEASE WRL*

MAYOR'S RECOMMENDATION: *[Signature]*

LIST OF ATTACHMENTS:

*LEASE*

## BUSINESS PROPERTY LEASE

THIS LEASE is made on August \_\_\_\_\_, 2014, between City of Wyandotte, 3200 Biddle Avenue, Wyandotte, Michigan, as Landlord, and Edward C. Headman Post No. 217 American Legion 2817 Van Alstyne, Wyandotte, Michigan, as Tenant, and the parties agree as follows:

**DESCRIPTION** (1) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant the premises situated in the City of Wyandotte, County of Wayne, State of Michigan to wit: Lots 2 and 3 of Block 19 according to the Plat thereof as recorded in the Office of the Register of Deeds for the County of Wayne, December 12, 1854 in Liber 57, Pages 5, 6 and 7 of Deeds. Commonly Known As: 2817 Van Alstyne

**TERM RENT** (2) The term shall begin on September 1, 2014, and will end on August 31, 2064. The total rent shall be One (\$1.00) Dollar, payable annually, at 3200 Biddle Avenue, Wyandotte, Michigan 48192. If Tenant fails to make a rent payment on or before the due date, a late charge of \$ Zero (0) shall be added to the rent and paid with the overdue payment.

**DEFAULT** (3) If Tenant shall default under the terms of this lease, it shall cure said default within thirty (30) days of written notice from the Landlord. If Tenant fails to cure within the time required, Landlord may terminate this lease.

**ASSIGNMENT AND SUBLETTING** (4) Tenant shall not assign this lease or mortgage or sublet any portion of the premises without prior written consent of Landlord. Any such assignment, mortgage or subletting without consent shall be void and shall give Landlord the right to terminate this lease and reenter and repossess the leased premises.

**TAXES** (5) In addition to the rent to be paid, Tenant shall pay to Landlord or Landlord's authorized agent, the property taxes assessed against the leased premises by the local taxing authorities if required by law. Landlord shall present an annual statement to Tenant enumerating the property tax assessed against the leased premises, which shall be paid by Tenant to Landlord within thirty (30) days of transmittal. Failure of Tenant to honor and remit payment within 30 days shall be a breach of the lease agreement which will entitle Landlord to seek repossession by summary proceedings, as well as money damages.

**BANKRUPTCY AND INSOLVENCY** (6) Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent or any receiver be appointed for the business and property of Tenant, or if any assignment shall be made of Tenant's property for the benefit of creditors, then this lease may be canceled at the option of Landlord, unless adequate assurance of performance is provided by tenant to landlord's satisfaction, and affirmation is in strict conformance with the Federal Bankruptcy Code.

**BOILER HVAC** (7) Tenant agrees to pay for the cost of a new boiler and HVAC system as needed and upon termination of the lease, these items shall remain with the premises.

**USE AND OCCUPANCY** (8) The premises shall be used and occupied as an American Legion Post and for no other purpose without the written consent of Landlord and Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation or which will increase the existing rate of insurance upon the property or cause cancellation of insurance covering the property. On any breach of this agreement Landlord shall have the option to terminate this lease forthwith and reenter and repossess the leased premises.

If as a matter of law the premises may not be used for the purposes stated in this lease, then the lease shall be terminated and Tenant will vacate the premises.

**INSURANCE** (9) Tenant, at Tenant's expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Tenant and Landlord with coverage as requested by Landlord. Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as additional insured. The Certificate shall provide for a thirty-day written notice to Landlord in the event of cancellation or material change of coverage. Tenant shall also maintain business interruption coverage during the term of this lease.

Tenant agrees to pay as additional rent any increase in premiums for insurance that are charged during the term of this lease on the amount of insurance now carried by Landlord related to the premises and improvements thereon, resulting from the activities of Tenant or others on the premises during the term.

To the maximum extent permitted by insurance policies which may be owned by Landlord or Tenant, Tenant and Landlord, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

FIRE

(10) It is understood and agreed that if the premises are damaged or destroyed in whole or in part by fire or other casualty during the term, Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rate for the portion rendered untenable, in case a part only is untenable, until the premises are restored to a tenable condition. If the Tenant shall fail to adjust Tenant's own insurance or to remove damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such delay. There shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, Tenant's agents or employees. If Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefore against Tenant. In case the leased premises, or the building of which they are a part shall be destroyed to the extent of more than one-half of the value thereof, Landlord shall have the option to terminate this lease by a written notice to Tenant.

REPAIRS

(11) Tenant agrees to keep in good order and repair the roof and the four outer walls of the premises together with the doors, door frames, the window glass, window casings, window frames and windows, or any attachment thereto or attachments to said buildings or premises used in connection therewith.

TENANT TO INDEMNIFY

(12) Tenant agrees to indemnify, represent, defend and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever and to provide liability insurance in an amount and form as required by the Landlord and to name the Landlord as an additional insured party.

REPAIRS AND ALTERATIONS/ CARE OF PREMISES

(13) Except as provided in Paragraph 11 hereof, Tenant further covenants and agrees that Tenant will, at Tenant's expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements, fire, explosion or other casualty excepted. Tenant shall not make any alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of Tenant, shall be the property of Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease.

Tenant is responsible for repairing and keeping in good working order all utilities to the premises including all appurtenances thereto.

Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under Tenant's control (including adjoining drives, streets, alleys, or yard) clean and free from rubbish, dirt, snow and ice at all times. If Tenant shall not comply with these provisions, Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event Tenant agrees to pay all charges that Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to Landlord by Tenant as soon as the bill is presented and Landlord shall have the same remedy as is provided in Paragraph 3 of this lease in the event of Tenant's failure to pay.

The Tenant shall at Tenant's own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

EMINENT DOMAIN

(14) If any part of the premises shall be taken or condemned for public use, and a part thereof remains which is susceptible of occupation, this lease shall, as to the part taken, terminate as of the date of the condemnor acquires possession, and thereafter Tenant shall be required to pay such proportion of the rent for the remaining terms as the value of the premises remaining bears to the total value of the premises at the date of condemnation; provided however, that Landlord may at Landlord's option, terminate this lease as of the date the condemnor acquires. In the event that the demised premises are condemned in whole, or that such portion is condemned that the remainder is not susceptible for use hereunder, this lease shall terminate upon the date upon which the condemnor acquires possession. All sums which may be payable on account of any condemnation shall belong to Landlord, and Tenant shall not be entitled to any part thereof except any amount awarded to Tenant for Tenant's trade fixtures or moving expenses.

RESERVATION

(15) The Landlord reserves the right of free access at all times to the roof of the leased premises and reserves the right to rent the roof for advertising purposes. The tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of Landlord.

CONDITION OF PREMISES

(16) Tenant acknowledges that Tenant has examined the leased premises prior to the making of this lease, and know the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by Landlord, or Landlord's agent, which are not herein expressed, and Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be caused by the acts or omissions of persons occupying adjoining premises or any part of the building of which the leased premises are a part or for any loss or damage resulting to Tenant or Tenant's property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

RE-RENTING

(17) Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, Landlord may show the premises to prospective purchasers or tenants, and 60 days prior to the termination of this

lease, may display in and about said premises and in the windows thereof, the usual "TO RENT" or "FOR SALE" signs.

**HOLDING OVER** (18) It is hereby agreed that if Tenant holds over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

**GAS, WATER, HEAT, ELECTRICITY** (19) Tenant shall promptly pay all charges made against the leased premises for gas, water, heat and electricity during the continuance of this lease, as the charges become due.

**ACCESS TO PREMISES** (20) Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs necessary Landlord may demand that Tenant make them and if Tenant refuses or neglects forthwith to commence such repairs and complete them within thirty days, Landlord may terminate this lease or Landlord may make such repairs or cause them to be made and shall not be responsible to Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if Landlord makes such repairs or causes them to be made Tenant agrees that Tenant will forthwith on demand pay to Landlord the costs thereof with interest at Five (5%) percent per annum, and if Tenant shall make default in such payment the Landlord shall have the remedies provided in Paragraph 3 hereof.

**REENTRY** (21) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if the leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the tenant and each and every occupant to remove and put out.

**QUIET ENJOYMENT** (22) Landlord covenants that Tenant, on payment of all rent due and performing all the covenants herein, shall and may peacefully and quietly have, hold and enjoy the demised premises for the term.

**EXPENSES- DAMAGES- REENTRY** (23) If Landlord shall, during the period covered by this lease, obtain possession of the premises by reentry, summary proceedings, or otherwise, Tenant hereby agrees to pay Landlord the expense incurred in obtaining possession of the premises, and also all expenses and commissions which may be paid for the letting of the premises, and all other damages.

**REMEDIES NOT EXCLUSIVE** (24) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

**WAIVER** (25) One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

**DELAY OF POSSESSION** (26) If Landlord is unable to deliver possession of the premises at the commencement hereof, Landlord shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Tenant shall not be liable for any rent until possession is delivered.

**NOTICES** (27) Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant at the premises, or to Landlord, at 3200 Biddle Ave., Wyandotte, MI 48192, or at such other place as may be designated by the parties from time to time.

**HAZARDOUS SUBSTANCES** (28) Tenant shall not use, store, or dispose of any hazardous substances upon the premises, except use and storage of such substances if they are customarily used in Tenant's business, and such use and storage complies with all environmental laws and regulations. Hazardous substances means any hazardous waste, substance or toxic materials regulated under any federal or state environmental laws or local regulations or ordinances applicable to the property.

**SECURITY DEPOSIT** (29) Landlord acknowledges the receipt of Zero Dollars, (\$0) to secure the performance of Tenant's obligations hereunder. Landlord shall not be obligated to apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the Security Deposit in payment of last month's rent.

(30) The covenants, conditions and agreements herein are binding on the heirs, successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:

LANDLORD:  
CITY OF WYANDOTTE:

\_\_\_\_\_

Joseph R. Peterson, Mayor

\_\_\_\_\_

William R. Griggs, Clerk

TENANT  
EDWARD C. HEADMAN POST NO. 217  
American Legion

\_\_\_\_\_

Edward P. Gorecki, Commander

\_\_\_\_\_

Robert Mayrand, Judge Advocate

ACKNOWLEDGEMENT OF A PARTNERSHIP

STATE OF MICHIGAN

} ss.

COUNTY OF WAYNE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, a Michigan general partnership, a Michigan co-partnership, on behalf of said co-partnership.

\_\_\_\_\_  
, Notary Public  
Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_  
Act in Wayne County

ACKNOWLEDGMENT OF INDIVIDUAL TENANT

STATE OF MICHIGAN

} ss.

COUNTY OF WAYNE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing Lease and acknowledged before me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
, Notary Public  
Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Wayne County

ACKNOWLEDGEMENT OF CORPORATE TRUST

STATE OF MICHIGAN

} ss.

COUNTY OF WAYNE

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged before me said instrument to be free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
Wayne County, Michigan  
My Commission Expires: \_\_\_\_\_  
Acting in Wayne County

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

**MEETING DATE:** August 11, 2014

**AGENDA ITEM #** 4

**ITEM:** Memorandum of Agreement – IAFF Local #356

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** Attached is a Memorandum of Agreement (MOA) between the City and the IAFF Local #356 (Fire Union) relative to their promotional process. This MOA is necessary to clarify the process due to the change in rank structure that was included in the most recent collective bargaining agreement. The Civil Service Commission had contemplated making these changes and originally passed a resolution in December 2012, but changed the procedure in April of 2014 indicating that certain elements did not agree with state law and had to be addressed through the collective bargaining process.

**STRATEGIC PLAN/GOALS:** To provide the finest services and quality of life; to comply with and enforce all the requirements of our laws and regulations

**ACTION REQUESTED:** The undersigned recommends the City Council authorize the Memorandum of Agreement between the City and the IAFF Local #356 relative to the promotional process.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** None

**IMPLEMENTATION PLAN:** City Administrator and Fire Chief will sign MOA and incorporate its contents into the collective bargaining agreement.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur

**LEGAL COUNSEL'S RECOMMENDATION:** Reviewed and approved by City's Labor Attorney

**MAYOR'S RECOMMENDATION:** *GK*

**LIST OF ATTACHMENTS:**

1. Memorandum of Agreement
2. Minutes of Civil Service Commission – 4/9/14
3. Minutes of Civil Service Commission – 12/12/12
4. Minutes of Civil Service Commission – 11/13/12

**MODEL RESOLUTION:**

RESOLVED by the City Council that Council hereby CONCURS in the recommendation of the City Administrator and APPROVES the Memorandum of Agreement with the IAFF Local #356 relative to the promotional procedure and

Further authorizes the City Administrator and Fire Chief to sign the necessary documents.

## MEMORANDUM OF AGREEMENT

The City of Wyandotte (“City”) and the International Association of Fire Fighters, Local #356 (“the Union”), agree as follows:

1. The City and Union agree to amend their February 1, 2012 – December 31, 2015 collective bargaining agreement to add Paragraph 2 – 4 of this Memorandum of Agreement to become Article XIII, Section 16 of their collective bargaining agreement. No other terms of the 2012-2015 collective bargaining agreement shall be changed as a result of this Memorandum of Agreement.
2. In order to be eligible to be promoted to Captain, an employee must have achieved the rank of Lieutenant with two (2) years in grade. In the event that there are not at least two (2) employees who meet this minimum criteria for promotion to Captain, then an employee must have achieved the rank of Lieutenant. In the event that there are not at least two (2) employees who meet this minimum criteria for promotion to Captain, then an employee must have at least ten (10) years of service in the Wyandotte Fire Department or hold the rank of Fire Sergeant/Engineer.
3. In order to be eligible to be promoted to Lieutenant, an employee must have at least ten (10) years of service in the Wyandotte Fire Department or hold the rank of Fire Sergeant/Engineer. In the event that there are not at least two (2) employees who meet this minimum criteria for promotion to Lieutenant, then an employee must have at least eight (8) years of service in the Wyandotte Fire Department or hold the rank of Fire Sergeant/Engineer. In the event that there are not at least two (2) employees who meet this minimum criteria for promotion to Lieutenant, then an employee must have at least five (5) years of service in the Wyandotte Fire Department or hold the rank of Fire Sergeant/Engineer.

4. The promotion to the rank of Fire Sergeant/Engineer will be a seniority promotion from the rank of Fire Fighter.

5. This Memorandum of Agreement shall be effective on the date it is signed by both parties.

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 356

CITY OF WYANDOTTE

\_\_\_\_\_  
President

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Fire Chief

Date: June \_\_\_\_, 2014

Wyandotte/fire12/memoagreementpromotions

Clark

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

April 9, 2014

A Regular Meeting of the Fire Fighter's Civil Service Commission of the City of Wyandotte was called to order by President Baker at 5:15 p.m. in the Training Room, 2nd Floor, Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan.

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

ALSO PRESENT: Ray Wagoner, Union President  
Debby Harris, Recording Secretary

Approval of the March 24, 2014 Regular Meeting Minutes

Motion by Comm. Dallos, Supported by Comm. Ptak to approve the minutes of the Regular Meeting of March 24, 2014. Motion unanimously carried.

Old Business

1. Sergeant/Engineer Position

Comm. Baker explained that the current Resolution adopted December 9, 2013 concerning testing for the ranks of Fire Captain or Lieutenant needs to be amended.

Comm. Dallos stated that the second paragraph has to be amended. The Resolution states in part "states that for the purpose of testing for the ranks of Fire Captain or Lieutenant; with the elimination of the Sergeant position those eligible to take the tests will be as follows:

Initial testing for the Captain exam shall remain the same. If it becomes necessary to drop down, or the for the Lieutenants exam, all Sergeant/Engineer and Department members with 10 years experience will be considered eligible.

In the event there are no members eligible to be placed in the promotional list, the retest shall also include members with 5 years seniority."

Comm. Dallos stated that by State law the second paragraph must be changed to read "members with 5 years experience will be considered eligible." The third paragraph must be changed to read "In the event there are no members eligible to be placed in the promotional list, the retest shall also include members with 2 years seniority."

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

-2-

April 9, 2014

Old Business Con't

1. Sergeant/Engineer Position Con't

Comm. Baker asked Mr. Wagoner if the Fire Fighters would have any problems with the changes. Mr. Wagoner they would not.

Comm. Ptak informed Mr. Wagoner that in order for the Resolution to remain at 10 years and 5 years it would have to be in the Fire Fighter Contract.

Motion by Comm. Dallos, Supported by Comm. Ptak to approve the changes made to the Resolution dated December 9, 2013. Motion unanimously carried.

New Business

1. Fire Captain Exam

After discussion between the Commissioners it was determined that the Fire Captain exam would be given on May 14, 2014. Ms. Harris was directed to send invitations to the following persons: Dave Bartnicki, Jeff Prizza, Greg Kmita and Dan Wright.

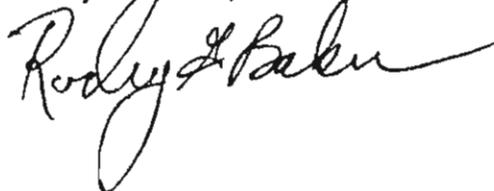
Date of Next Regular Meeting

The next scheduled regular meeting of the Commission will be held on Wednesday, May 14, 2014 at 5:00 p.m., at the Wyandotte Police Department, 2015 Biddle Avenue, 2nd Floor Training Room, Wyandotte, Michigan 48192. Adjournment

There being no further business to discuss the meeting adjourned at 5:20 p.m.

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

Rodney G. Baker, President



RGB:mgd



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

December 12, 2012

A Regular Meeting of the Fire Fighter's Civil Service Commission of the City of Wyandotte was called to order by Vice-President Mobley at 6:00 p.m., in the District Court Library, 1st Floor, District Court, 2015 Biddle Avenue, Wyandotte, Michigan.

**PRESENT:** Commissioner George S. Mobley, Vice President  
Commissioner Rodney G. Baker, Secretary  
Commissioner Michael Ptak

**ALSO PRESENT:** Fire Chief Carley  
Ray Wagoner  
David Bartnicki  
Tom Lyon  
Jeremy Moline  
Jeff Prizza  
Dan Wright  
Debby Harris, Recording Secretary

Proctor of the Fire Captain Examination

The Fire Captain Examination was administered to the applicants at 6:00 pm. The exam was proctored by Comm. Baker who read the instructions to the test applicants. The applicants were given the allotted time to complete said examination.

Approval of the November 13, 2012 Regular Meeting Minutes

Motion by Comm. Baker, Supported by Comm. Ptak to approve the minutes of the Regular Meeting of November 13, 2012. Motion unanimously carried.

Approval of the November 26, 2012 Special Meeting Minutes

Motion by Comm. Baker, Supported by Comm. Ptak to approve the minutes of the Special Meeting of November 26, 2012. Motion unanimously carried.

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

-2-

December 12, 2012

Communication

1. Communication from EMPCO

Invoice #2984 in the amount of \$200.00 dated November 21, 2012 was received from EMPCO. This is the bill for the two (2) Assistant Fire Chief exams that were given in November, 2012.

Motion by Comm. Mobley, Supported by Comm. Baker to approve payment of Invoice #2984 from EMPCO in the amount of \$200.00. Motion unanimously carried.

Old Business

1. Sergeant/Engineer Rank

The resolution regarding the eligibility for testing for the ranks of Fire Captain or Lieutenant with the elimination of the Sergeant position was read aloud to the Commission. It was determined that the following wording would be added to the second paragraph of the Resolution and would read:

Initial testing for the Captain exam shall remain the same. If it becomes necessary to drop down, or the for the Lieutenants exam, all Sergeant/Engineer and Department members with 10 years experience will be considered eligible.

Motion by Comm. Mobley, Supported by Comm. Baker to approve the wording to the Resolution. Motion unanimously carried.

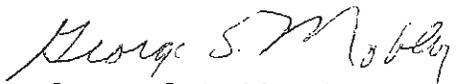
Date of Next Regular Meeting

The next scheduled regular meeting of the Commission will be held on Wednesday, January 9, 2013 at 6:30 p.m., in the Police Department Training Room, 2nd Floor, 2015 Biddle Avenue, Wyandotte, Michigan 48192.

Adjournment

There being no further business to discuss the meeting adjourned at 8:30 p.m.

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

  
George S. Mobley, President

GSM:dh

*Fire Chief Carley*

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

November 13, 2012

A Regular Meeting of the Fire Fighter's Civil Service Commission of the City of Wyandotte was called to order by Vice-President Mobley at 6:30 p.m., in the District Court Library, 1st Floor, District Court, 2015 Biddle Avenue, Wyandotte, Michigan.

PRESENT: Commissioner George S. Mobley, Vice President  
Commissioner Rodney G. Baker, Secretary  
Commissioner Michael Ptak

ALSO PRESENT: Fire Chief Carley (6:15 pm)  
Ray Wagoner (6:15 pm)  
Greg Garrison  
Mike Brandt  
Jeremy Moline  
Debby Harris, Recording Secretary

Proctor of the Assistant Fire Chief Examination

The Fire Captain Examination was administered to the applicants at 6:00 pm. The exam was proctored by Comm. Mobley who read the instructions to the test applicants. The applicants were given the allotted time to complete said examination.

Communication

1. Communication from Ray Wagoner

A communication in the form of an email was received from Ray Wagoner regarding the persons eligible to take the Fire Captain's Exam on December 12, 2012. Comm. Mobley explained that Mr. Wagoner is questioning the persons who appeared on the test invitation for the Fire Captain exam. Mr. Mobley explained that the persons who were eligible to take the exam should have dropped down only to include Jeremy Moline who is a probationary Sergeant who does not have two (2) years in rank. Comm. Mobley stated that he made an executive decision to cancel the former invitations and resend invitations to the seven (7) persons who qualify. Those persons who qualify are: David Bartnicki, Gregory Kmita, Jeffrey Prisza, Daniel Wright, Thomas Lyon, Raymond Wagoner and Jeremy Moline.

Old Business

1. Sergeant/Engineer Rank

There was a discussion between the Commission, Fire Chief Carley regarding the rank of Sergeant/Engineer.

Comm. Mobley stated that he feels that there is still a rank of Sergeant until the existing persons who are/were the Sergeants are no longer and have been promoted, retire or whatever.

Mr. Brandt explained that the restructuring by Chief Carley has benefited the existing Sergeants. Comm. Mobley stated that the Commission feels that there is a better way to designate the Fire Fighter/Drivers who will take over as Sergeant. Mr. Brandt stated that Mr. Drysdale stated that he was not filling the Sergeant position. So Chief Carley figured out a way to solve the issue of overtime. The problem that exists is that there is no language in the contract regarding the elimination of the rank of Sergeant. Comm. Mobley stated that the Commission now has to come up with an amendment to the Commission's regulations on how to deal with the new rank of Sergeant/Engineer. Is it possible that the other Sergeant/Engineers who have not taken the Fire Sergeant exam could hold the rank of Sergeant/Intern instead of Sergeant/Engineer.

Comm. Baker asked Chief Carley if there were other cities that ran their Departments in this way.

Chief Carley stated that there are multiple departments who are ran this way, Southgate is the closest neighbor who has a Sergeant/Engineer position which is seniority based.

Comm. Baker asked what happens when the current Sergeants are no longer Sergeants. Mr. Brandt explained that persons on the union floor want the persons eligible to take the Lieutenants test be the six (6) Sergeant/Engineers and anyone with over 10 years experience. Chief Carley explained that this way the three (3) Sergeant/Engineers that are the Senior Engineers are not left out. Mr. Wagoner explained that none of the Fire Fighters have 10 years experience and therefore couldn't test for the positions of Captain or Lieutenant. Comm. Baker asked if the position of Sergeant/Engineer would always stay at six (6). Chief Carley responded saying that there would always be six (6) Sergeant/Engineer positions and they would be filled by seniority. It was determined that the Commission would address this issue by a Resolution regarding that requirements to test for the positions of Fire Captain and Lieutenant. The first reading of the Resolution will be on Wednesday, December 12, 2012.

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

-3-

November 13, 2012

New Business

1. Election

Due to the resignation of Commissioner Dallos an election was necessary in order to fill the position of President. The following nominations were made:

Comm. Mobley, President  
Comm. Baker, Vice President  
Comm. Ptak, Secretary

Motion by Comm. Baker, Supported by Comm. Mobley to approve the election of the new Officers of the Fire Fighter's Civil Service Commission as Comm. Mobley, President, Comm. Baker, Vice-President and Comm. Ptak, Secretary. Motion unanimously carried.

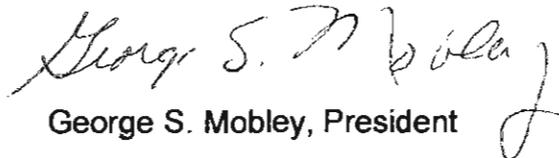
Date of Next Regular Meeting

The next scheduled regular meeting of the Commission will be held on Wednesday, December 12, 2012 at 6:00 p.m., in the Police Department Training Room, 2nd Floor, 2015 Biddle Avenue, Wyandotte, Michigan 48192.

Adjournment

There being no further business to discuss the meeting adjourned at 8:30 p.m.

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

  
George S. Mobley, President

GSM:dh

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

5

MEETING DATE: August 11<sup>th</sup> 2014

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

**ITEM:** Special Event Office- 2014 Wyandotte Street Art Fair Financial Report

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

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

**BACKGROUND:** Herewith, please find a financial report on the 2014 Wyandotte Street Art Fair compiled by the Special Event Coordinator. This is a detailed breakdown of the financial information from this year's fair as well as over the past ten years. I submit this report for your collective review. Should you have any questions, please do not hesitate to contact me.

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

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

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

**IMPLEMENTATION PLAN:** Receive and place on file.

**COMMISSION RECOMMENDATION:** N/A

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

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

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

**LIST OF ATTACHMENTS:** 2014 WSAF Financial Report

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: August 11th 2014

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

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

A Resolution to receive and place on file the attached 2014 WSAF Financial Report.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
Stec



CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

6

MEETING DATE: August 11, 2014

AGENDA ITEM #

**ITEM: Concur with Commission Approval to award bid for the Water Main project on Clinton Street from 6<sup>th</sup> to Alfred to Macomb Pipeline and Utility**

PRESENTER: Bill Weirich - Superintendent of Water

INDIVIDUALS CONSULTED: Rod Lesko – GM, Paul LaManes – Assistant GM

BACKGROUND: The general plan and goal of the Water Department is to replace 1% of the 110 miles of water mains in service each year, the current 2014 project will be on Clinton Street from 6<sup>th</sup> to Alfred and will replace 1,450 feet of four inch (4) cast iron main with eight inch (8) water main, replace six (6) hydrants, replace all in-line valves, upgrade 40 residential water service lines to 1" and restore the area back to existing conditions. We chose this area after a review of our maintenance records showed numerous water main breaks and because our master plan priority is to replace all four inch water mains. Bids were posted on MITN (File #4642-2014 Water Main Project - City of Wyandotte ITB-4642), the Michigan bid system that provides a way for local government agencies in Michigan to more effectively notify vendors of RFP and bid opportunities, while using shared resources to increase efficiency and reduce costs. Bids were opened in the Commission Board room on July 11, 2014 with only one bid received and that bid was from Macomb Pipeline and Utility.

Bids were received from only one company with the following results:  
Macomb Pipeline and Utility Company-----\$378,250.00

STRATEGIC PLAN/GOALS: Tracking and improving infrastructure conditions in all neighborhoods.

ACTION REQUESTED: Concur with the approval of the Wyandotte Municipal Services Commission to award the bid to Macomb Pipeline and Utility Company of Sterling Heights, Michigan, the lowest qualified and sole bidder on the project, in an amount not to exceed \$378,250 as recommended by WMS Management.

BUDGET IMPLICATIONS: This project was approved in the 2014 Water Department capital budget for 2014 in the amount of \$350,000.00 and approved carryover for Water Main projects of \$ 100,000.00 from fiscal 2013.

IMPLEMENTATION PLAN: Award Macomb Pipeline and Utility Company the bid subsequent to concurrence from City Council.

MAYOR'S RECOMMENDATION -

CITY ADMINISTRATOR'S RECOMMENDATION -

LEGAL COUNSEL'S RECOMMENDATION - N/A

LIST OF ATTACHMENTS:

- Proposal and Specs for 2014 Water Main Project
- Project diagrams (2)
- Wyandotte Municipal Services Commission Resolution 08-2014-03 approving request

**RESOLUTION**

**WHEREAS**, the City of Wyandotte City Council and Municipal Services Commission understands the need and supports the project plans for the Water Main project on Clinton Street from 6<sup>th</sup> to Alfred and,

**WHEREAS**, the bid award will proceed upon concurrence so that the construction process can be added to the Macomb Pipeline and Utility Company construction schedule, now

**THEREFORE BE IT RESOLVED** by the City of Wyandotte City Council that Council concurs with the Municipal Services Commission with awarding the bid to Macomb Pipeline and Utility, the low and sole bidder for an amount not to exceed \$ 378,250, as recommended by WMS Management.

**ADOPTED** this 11<sup>th</sup> of August, 2014

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Stec	
	Sabuda	
	Sutherby-Fricke	
	Galeski	
	Schultz	
	Miciura, Jr.	

PROPOSAL AND SPECIFICATIONS

FOR

2014 WATERMAIN PROJECT

IN

THE CITY OF

WYANDOTTE, MICHIGAN

Department of Engineering and Building  
Mark A. Kowalewski  
City Engineer

Department of Municipal Service  
Rod Lesko  
General Manager

Jun, 2014

CITY OF WYANDOTTE  
2014 WATERMAIN PROJECT

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## INSTRUCTIONS TO BIDDERS

Wyandotte Municipal Services Water Department of Wyandotte, Michigan will receive sealed bids at 3200 Biddle Avenue, Suite 200, Wyandotte, Michigan for the "2014 WATERMAIN PROJECT" at 2:00 p.m., Local Standard Time, July 11, 2014 at which time said bids will be publicly opened and read aloud.

A set of plans and specifications, including blank proposal, contract and bond forms are on file at the Office of the City Clerk, copies of which set may be obtained at the Office of the City Engineer, located in the Wyandotte City Hall, 3200 Biddle Avenue. A fee of thirty (\$30.00) dollars will be charged for each set furnished to the bidders. This fee will not be refunded. An additional fee of fifteen (\$15.00) dollars per set will be charged for mailing of sets.

Bids shall state the price for all items as specified, which price shall be in full for all labor, material and equipment for complete execution of the work. Proposals may not be honored unless made on the forms furnished for this purpose and with all blanks properly filled out. All prices must be written in words and numerals. The contract shall be let in its entirety only. The City reserves the right to reject any or all bids and also to waive any formal defect in bids when deemed for the best interest of the City.

The bidder must accompany his bid with a certified or cashier's check or bidder's bond, payable to the City of Wyandotte for the sum of not less than five percent (5%) of the amount bid. If the bidder does not submit said certified check, cashier's check or bidder's bond, then the City will not consider the bid. In the event the successful bidder fails or neglects to enter into contract with the City, and furnish the necessary bonds, all within ten (10) days of the date of the award, the certified or cashier's check or bidder's bond shall be forfeited to the City of Wyandotte as liquidated damages.

All proposals with certified check, cashier's check or bidder's bond shall be delivered to Wyandotte Municipal Services Water Department at the Wyandotte City Hall, 3200 Biddle Avenue, Suite 200 Wyandotte, Michigan, on or before 2:00 p.m., Local Standard Time, July 11, 2014, and the sealed envelope shall be titled "FILE #4642 - 2014 WATERMAIN PROJECT."

PROPOSAL FOR 2014 WATERMAIN PROJECT

\_\_\_\_\_, 2014

Wyandotte Municipal Services and Water Department  
3200 Biddle Avenue, Suite 200  
Wyandotte, Michigan

Dear General Manager and Commission:

The undersigned has made himself familiar with the locations of the proposed watermain project and the conditions under which it is to be constructed by examination of the locations, plans, details, specifications, bonds and contract, all of which he understands and accepts as being sufficient for the purpose. The undersigned proposes to contract with the City of Wyandotte for the furnishing of all labor, material, and equipment as specified and will accept in payment thereof the following sums, it being further understood that the quantities are approximate, the totals will be used for comparison of bids only, and the payments will be based on unit prices given in the proposal.

If this proposal is accepted, the undersigned further agrees to furnish the bonds and evidence of insurance and enter into contract with the City of Wyandotte within ten (10) days after said acceptance, and shall construct all work as set forth in the schedule below, unless shortage of material or other causes beyond the Contractor's control prohibit him from doing so.

All work, including clean up shall be completed by September 30, 2014.

**ALTERNATE 1**

1,450 L.F. 8" Ductile Iron Pipe Class 54 cement lined, encased in polyethylene, including saw cutting and removal of pavement, sidewalks; earth excavation, and backfill complete and ready for service per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/lf. \$ \_\_\_\_\_

100 L.F. 6" Ductile Iron Pipe Class 54 cement lined, encased in polyethylene, including saw cutting and removal of pavement, sidewalks, earth excavation, and backfill complete and ready for service per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/lf. \$ \_\_\_\_\_

6 Each 8"x 6" D.I. Tee Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

PROPOSAL FOR 2014 WATERMAIN PROJECT

1 Each 8"x 8" D.I. Tee Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

3 Each 8" Resilient Wedge Valve and Roadway Box Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

3 Each 8" x 6" D.I. Reducer Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

2 Each 4" C.I. Cut and Cap Existing Main Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

2 Each 6" Tee Cut Out Tee and Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

3 Each Remove Existing Hydrant Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

3 Each Remove and Backfill Existing Gatewell Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

33 Each 1" Service Connection-Long, Crossing Street-Replace Service Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

7 Each 1" Service Connection-Short-Replace Service Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

6 Each 5BR250 East Jordan Fire Hydrant/ with Storz fitting pumper hook-up,, Resilient Wedge Valve and Roadway Box, Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

PROPOSAL FOR 2014 WATERMAIN PROJECT

1 Lump Sum Traffic Maintenance and Control Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ls. \$ \_\_\_\_\_

1 Lump Sum Clean-up Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ls. \$ \_\_\_\_\_

TOTAL ALTERNATE 1 BID \$ \_\_\_\_\_

**ALTERNATIVE 2**

1450 L.F. 8" HDPE Pipe Installed by Horizontal Directional Drilling, including saw cutting and removal of pavement, sidewalks, earth excavation and backfill complete and ready for service per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/lf. \$ \_\_\_\_\_

100 L.F. 6" Ductile Iron Pipe Class 54 cement lined, encased in polyethylene, including saw cutting and removal of pavement, sidewalks, earth excavation, and backfill complete and ready for service per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/lf. \$ \_\_\_\_\_

6 Each 8"x 6" D.I. Tee Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

1 Each 8"x 8" D.I. Tee Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

3 Each 8" Resilient Wedge Valve and Roadway Box Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

3 Each 8" x 6" D.I. Reducer Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

PROPOSAL FOR 2014 WATERMAIN PROJECT

2 Each 4" C.I. Cut and Cap Existing Main Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

2 Each 6" Tee Cut Out Tee and Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

3 Each Remove Existing Hydrant Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

3 Each Remove and Backfill Existing Gatewell Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

33 Each 1" Service Connection-Long, Crossing Street-Replace Service Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

7 Each 1" Service Connection-Short-Replace Service Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

6 Each 5BR250 East Jordan Fire Hydrant/ with Storz fitting pumper hook-up,, Resilient Wedge Valve and Roadway Box, Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ea. \$ \_\_\_\_\_

PROPOSAL FOR 2014 WATERMAIN PROJECT

1 Lump Sum Traffic Maintenance and Control Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ls. \$ \_\_\_\_\_

1 Lump Sum Clean-up Complete per Plans and Specifications

@ \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)/ls. \$ \_\_\_\_\_

TOTAL ALTERNATE BID 2 \$ \_\_\_\_\_

Addenda

If any addenda are issued for this job, bidder shall note receipt in column below and include each addendum with the proposal.

<u>Addendum No.</u>	<u>Date Received</u>	<u>Received By</u>
_____	_____	_____
_____	_____	_____

SIGNED: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

**HORIZONTAL DIRECTIONAL DRILLING SPECIFICATIONS**

**SCOPE**

The Contractor shall furnish all equipment, material, labor, standard fittings, skills, special fittings, couplings, etc., for the satisfactory installation of the HDPE waterline by horizontal directional drilling methods.

The Contractor shall bid a lineal foot price for the diameters and pressure rating as indicated herein. All fittings, couplings, adapters, lubricants, gaskets and similar items shall be included in the bid price per lineal foot for HDPE water main and no additional compensation will be allowed for these items.

All HDPE pipe shall meet the specifications of the National Sanitation Foundation (NSF). The pipe manufacturer shall furnish certification in sufficient copies that the pipe supplied complies with all requirements as specified herein.

**PIPE MATERIALS**

This specification covers ductile high-density polyethylene pipe and fittings, hereinafter called HDPE pipe and HDPE fittings.

**HDPE Pipe and Fittings**

The pipe supplied under this specification shall be high performance, high molecular weight, and HDPE pipe equal to Driscopipe 4000 as manufactured by Phillips Driscopipe, Inc., Richardson, Texas. The pipe material shall be a Type III, Class C, Category 5, P34 material as described in ASTM D1248. Minimum cell classification values of the pipe material shall be PE 345434C as referenced in ASTM D3350. The pipe shall be ductile iron pipe-sized SDR 11. The fittings supplied under this specification shall be molded from a polyethylene compound having a cell classification equal to or exceeding the cell classification of the pipe supplied under this specification.

The pipe shall satisfy ANSI/AWWA C-906-99 "Polyethylene (PE) Pressure Pipe and Fittings, 4-inch through 63-inch for Water Distribution."

The pipe shall satisfy ANSI/NSF 14-1999 "Plastics Piping System Components and Related Materials."

#### Physical Properties of Pipe Compound

- a. Density - The density shall be 0.941-0.957 gm/cm when tested in accordance with ASTM D1505.
- b. Melt Flow - Melt Flow shall be no greater than 0.11 gms/10 min when tested in accordance with ASTM D1238 - Condition E.
- c. Flex Modulus - Flexural Modulus shall be 110,000 psi to less than 160,000 psi when tested in accordance with ASTM D790.
- d. Tensile Strength at Yield - Tensile strength at yield shall be 3,200 psi to less than 3,500 psi when tested in accordance with ASTM D638.
- e. ESCR - Environmental Stress Crack Resistance shall be in excess of 5,000 hours with zero failures when tested in accordance with ASTM D1693 - Condition C.
- f. Hydrostatic Design Basic shall be 1,600 psi at 23-C when tested in accordance with ASTM D2837.

Certification - The City Engineer may request certified lab data to verify the physical properties of the material supplied under this specification or may take random samples and have them tested by an independent laboratory.

Rejection - Polyethylene pipe and fittings may be rejected for failure to meet any of the requirements of this specification.

HDPE pipe with SDR rating of 11 is to be used and shall conform to the latest revision of ASTM D1248.

**The pipe shall have the same outside diameter as ductile iron pipe** unless otherwise specified. The pipe shall be homogenous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be as uniform as commercially practical in color.

The pipe shall have a minimum working pressure of 160 psi.

#### HDPE Pipe Storage

General - Pipe shall be stored on clean, level ground to prevent undue scratching or gouging of the pipe. If the pipe must be stacked for storage, such stacking should be in accordance with the pipe manufacturer's recommendations. The pipe should be handled in such a manner that it is not damaged by being dragged over sharp objects or cut by chokers or lifting equipment.

Repair of Damaged Sections - Segments of pipe having cuts or gouges in excess of 10% of the wall thickness of the pipe shall be cut out and removed. The undamaged portions of the pipe shall be rejoined using the butt fusion joining method.

Pipe Cleaning During Laying Operation - Should the pipe ends become dirty or dusty during the storage of the pipe, a thorough cleaning of the pipe shall be done just before the joint of the pipe is fused and installed. At this time a visual check shall be made by placing the pipe in an inclined position to assure that all foreign matter and dirt is removed from the inside of the pipe. The pipe shall be kept clean during and after

laying. At the termination of pipe laying the open end of the pipeline shall be closed off by a suitable cover until laying operations are resumed.

Inspection of Materials During Construction - Not meeting the specifications, or obviously faulty material, shall be rejected by the Engineer and removed from the job site by the Contractor. When ordered by the Engineer, joints may be cut from the pipeline for inspection.

Pipe Joining - Sections of polyethylene pipe should be joined into continuous lengths on the job site above ground. The joining method shall be performed in strict accordance with the pipe manufacturer's recommendations. The butt fusion equipment used in the joining procedure shall be capable of meeting all conditions recommended by the pipe temperature, alignment, and fusion pressure.

Handling of Fused Pipe - Fused segments of pipe shall be handled so as to avoid damage to the pipe. When lifting fused sections of pipe, chains or cable-type chokers should be avoided. Nylon slings are preferred. Care should be exercised to avoid cutting or gouging the pipe.

## **Pipe Joints**

Join HDPE pipe to HDPE pipe using butt or sidewall fusion techniques or to HDPE fittings using butt fusion, sidewall fusion or socket fusion techniques. Furnish evidence of fusion capabilities including, but not limited to, fusion charts identifying recommended fusion temperature, interface pressure and cooling time. Furnish evidence that thermal fusion will be conducted by personnel that have received proper training in the use of fusion equipment according to the recommendations of the pipe supplier and the fusion equipment supplier. Use only HDPE sidewall outlets for sidewall taps.

Join HDPE pipe to valves by means of a mechanical joint adapter or a flange adapter and back-up ring for each valve face. Insert spacers and gaskets on butterfly valve installations to allow for full operational range of the valve disc.

When HDPE pipe is to be connected to mechanical joint pipe or fittings, properly restrain the joint using mechanical joint adapters with electrofusion couplings to prevent pipe pullout. Submit the proposed method of restraint to the Engineer as part of the shop drawing submittal for approval prior to the commencement of construction.

Improper fuse joints shall be repaired to the satisfaction of the Engineer and at the expense of the Contractor. The unacceptable fuse shall be removed and re-fused.

## **INSTALLATION OF PILOT HOLE**

### **Directional Tolerance**

The pilot shall be drilled along the path shown on the Plan and Profile drawing to the following tolerances:

1. Elevation - Five (5) feet below grade, plus or minus six (6) inches.
2. Alignment - Plus or minus six (6) inches.

### **As-Built Survey**

At the completion of the pilot hole drilling, the Contractor shall provide a tabulation of coordinates referenced to the drilled entry point that accurately describes the location of the pilot hole.

### **REAM AND PULL BACK**

#### **Pre-Reaming**

Pre-reaming operations shall be conducted at the discretion of the horizontal drilling contractor. All provisions of this specification relating to the simultaneous reaming and pulling back operations shall also pertain to pre-reaming operations.

#### **Pulling Loads**

The maximum allowable tensile load imposed on the pipeline pull section shall not exceed the manufacturer's recommended parameters. The amount of pull applied to the pipe shall be controlled and limited by devices such as the hydraulic pressure gauge.

#### **Torsional Stress**

A swivels shall be used to connect the pull section to the reaming assembly to minimize torsional stress imposed on the section.

#### **Pull Section Support**

The pull section shall be supported as it proceeds during pull back so that it moves freely.

#### **Detection Wire**

A metallic detection wire for tracing the location of the installed pipe shall be pulled along with the carrier pipe.

### **DRILLING FLUIDS**

The Contractor shall provide the means and methods of containing all drilling fluids. The Contractor shall be responsible for all drilling fluids that enter streets, sanitary sewers or storm sewers (public or private). If there is evidence of drilling fluids entering any sanitary or storm sewers (public or private), the Contractor shall be responsible for televising the affected sewer system to ensure that the system is clean once the drilling fluids are removed.

#### **Composition**

No drilling fluid will be utilized that does not comply with all environmental regulations.

#### **Inadvertent Returns**

Drilling fluid returns at location other than the entry and exit points shall be minimized. The Contractor shall clean up any inadvertent return of drilling fluids by the end of each day of drilling.

The Contractor shall provide a location suitable for all disposal of inadvertent return of drilling fluids.

### **DRILLING WATER**

The Contractor is responsible for transporting and storing any water required for drilling and hydrostatic testing. Securing permission to use water from any other source is the responsibility of the Contractor.

### **HYDROSTATIC TESTS**

### **Hydrostatic Tests**

All testing equipment shall meet the requirements of AWWA specifications for Hydrostatic Testing and as set forth herein and be provided by the Contractor at no cost to the Owner. Prior to performance of the test, all air shall be expelled from the pipeline to the satisfaction of the Engineer. This may be accomplished by means of hydrants or other means. If required, taps shall be made at high points where relief valves are not called for on the drawings. Such taps shall be plugged after testing is complete.

After the pipe has been laid and center loaded, or backfilled if conditions warrant complete backfilling, a test pressure of 100 psi or not less than fifty percent (50%) above system's design working pressure, whichever is greater, shall be achieved. After the specified pressure has been reached, the pump shall be stopped and all exposed pipe, fittings, valves, hydrants, joints, and appurtenances examined for leaks. Any visible leaks shall be repaired. The installation will be considered acceptable when the specified test pressure has been maintained without loss for a period of not less than two hours or until the Engineer has inspected and approved the test section, whichever is longer.

### **Removal of Air**

In the event air is admitted to the pipeline after being expelled for the hydrostatic tests, such air shall be removed prior to completion of the system and acceptance by the Owner. The air may be removed by the methods described above. In no case shall the system be placed in operation prior to the removal of the air.

### **Disinfecting Water Mains**

The disinfecting of the new water mains shall be performed as specified by the AWWA Standard set forth in these specifications.

### **Connections**

Joining to other pipe materials may be accomplished with a mechanical joint adapter kit consisting of flange, back-up ring, gasket and all other incidentals. Mechanical joint adapter kits shall have a working pressure rate of 160 psig like the pipe and be used to join the HDPE pipe to the mechanical joint valves. The cost for the connections shall be included in the bid item.

SPECIAL PROVISIONS

FINAL CONNECTIONS

AND

SERVICE CONNECTIONS

FINAL CONNECTIONS

The Contractor shall make connections to existing mains. All joints in connection shall be examined under normal water pressure and all visible leaks repaired. Connections to existing mains shall be made as shown on the plans.

SERVICE CONNECTIONS

New service connections shall include the installation of 1" or 2" K copper from the new main to the front or side property lines being serviced. Connection to existing service at the property line shall be made using a new curb stop.

Contractor shall wrap the threads of corporation stops with 3 layers of Teflon plumber's tape before installing.

All supply lines shall be a new "K" copper and will be supplied by the Contractor.

Contractor shall supply all fittings conforming to the following:

CORPORATION STOPS

1" - Ford Ball Corp FB 1000  
over 1" - Ford FB 1000

CURB STOPS

1" - Ford Ball Curb Stop B44-444  
1 1/2" - Ford Ball Curb Stop B44-666  
2" - Ford Ball Curb Stop B44-777

COUPLINGS

1" - Ford C44-44  
1 1/2" - Ford C44-66  
2" - Ford C44-77

## SPECIAL PROVISIONS

### PROJECT CLEANUP

Page 1 of 1

#### General Cleanup

Upon completion of portions of work, and before final acceptance of the work, the Contractor shall remove all temporary buildings or other structures built by him, all false work, excavated material, surplus materials, and rubbish of all kinds from the grounds which he has occupied, and shall leave the line of work in a neat, clean condition satisfactory to the Engineer. The Contractor shall remove all machinery and equipment from the right-of-way.

The Contractor shall replace, renew or restore; in an acceptable manner, all property, both public and private, which may have been damaged during the prosecution of the work. The Contractor shall replace fences, signs, mailboxes or other necessary appurtenances, which have been temporarily removed.

The Contractor shall thoroughly clean all sewers, manholes, catch basins, and other structures affected by his operations whether within or outside of the limits of his work upon leaving that particular work site. The Contractor shall use a "vactor" or other similar equipment suited for this work, or subcontract with a contractor specializing in this work, to properly perform the work. A written report shall be submitted to the City upon completion of the cleaning containing, at a minimum, type of structure, location of structure and date of cleaning.

The Contractor shall provide cleaning/sweeping services on all street and sidewalk surfaces within one block of the work site to remove all dust, dirt and other debris deposited on the surfaces as a result of the construction activity. This shall be performed a minimum twice weekly or as conditions warrant.

Cleanup shall be bid as a lump sum amount and will be paid for proportionately to the amount of work performed.

## SPECIAL PROVISION

### METHOD OF MEASUREMENT AND BASIS OF PAYMENT

#### METHOD OF MEASUREMENT

Water Main of the size, type and method specified will be measured in lineal feet and laid length, with no deductions for valves and fittings.

Valves and Roadway Boxes will be measured as units except those included in connections to existing mains.

Special fittings not included in Hydrant Branches or connections to existing mains will be measured as units.

Hydrant Installations will be measured as units, and shall include pipe and fittings, including valve and box on the hydrant branch.

Connections to existing mains will be measured in units, and shall include all fittings including valves and Roadway Boxes.

#### BASIS OF PAYMENT

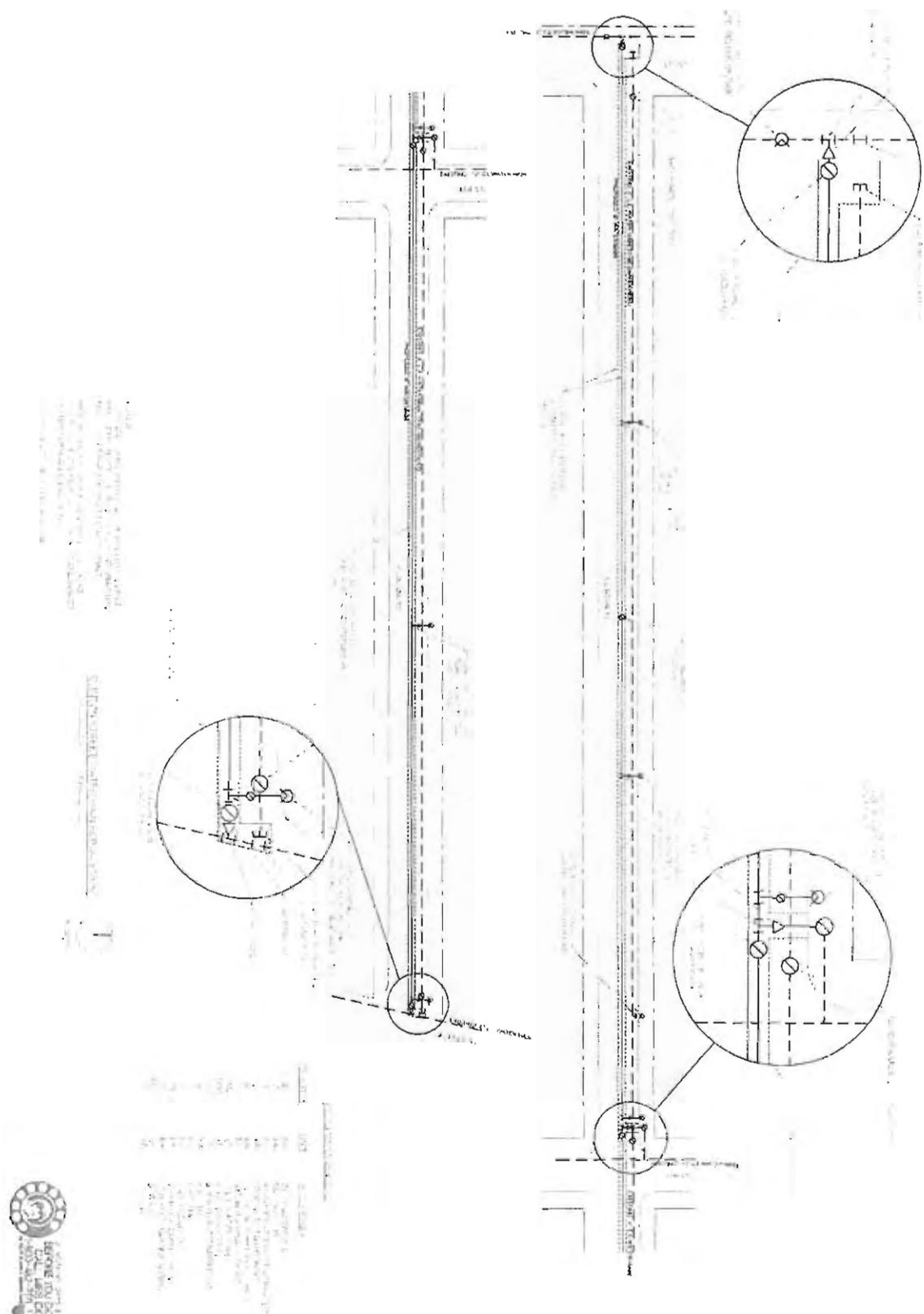
“Water Main”: of the size, type and method specified will be paid for at the contract unit price per foot, which price shall be payment in full for furnishing all labor, materials, and equipment, for installing the main complete, including all items for which no separate unit price is included in the contract, and shall include all excavation, removal of existing “dead” mains as required, backfilling, removal of pavement, sidewalks, curbs, protection of existing utilities, including sedimentation controls at drainage structures, protection of trees, temporary blow-offs and thrust blocks.

“Valves and Roadway Boxes”, “Blow-off Valves and Wells”, “Meters and Meter Pits”, “Entrance Manhole Wells”, “Connections to Existing Mains”, and “Air Valve Wells”: will be paid for at the contract unit price each, which price shall be payment in full for furnishing all labor, materials, and equipment for installing the valves or meters and construction the wells or pits complete and all pipe fittings not as shown on the plans and specified herein.

“Hydrant Installations”: will be paid for at the contract unit price each, which price shall be payment in full for furnishing all labor, equipment, and materials, including gate valve and box, all fittings and pipe, painting, and concrete base and blocking for setting the hydrant. Special fittings not included in Hydrant Branches or connection to existing main will be paid for at the contract unit price each.

“Service Connections”: Will be paid for at the contract unit price per single connection, which price shall be payment in full for furnishing all labor, equipment and materials necessary to complete the taps.

“Special Fittings”: Will be paid for at the contract unit price per fitting, which price shall be payment in full for furnishing all labor, equipment and materials necessary to complete the fittings.



<b>WM1</b>	WYANDOTTE MUNICIPAL SERVICES & T&E DEPARTMENT 1400 N. WYANDOTTE ST. WYANDOTTE, MO 64185	<b>2011 WATERMAIN</b> <b>CLINTON ST. PROPOSED WATER MAIN</b> <b>8TH ST. TO ALFRED ST.</b>	DATE: 02/14/11 DRAWN BY: [illegible]	
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**GENERAL NOTES:**

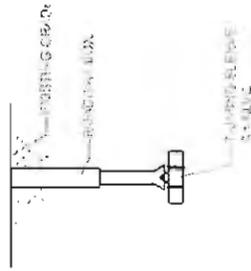
WATER MAIN INSTALLATION SHALL INCLUDE THE SIGNAL FITTING AND REDUCER, OR FLOWING STREET SIGNAL BOX AND DRIVEWAY APPROPRIATE TO THE NECESSITY TO PERFORM THE WORK.

ALL INSTALLATION SHALL BE AS SHOWN UNLESS OTHERWISE NOTED IN THE SPECIFICATIONS.

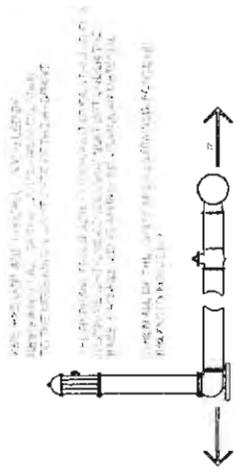
IN AREAS WHERE CONCRETE STREET CURBS AND DRIVEWAYS EXIST, THE SIGNAL FITTING SHALL BE INSTALLED WITH THE TOP OF THE SIGNAL FITTING OR THE TOP OF THE DRIVEWAY CONCRETE CURB OR DRIVEWAY CONCRETE CURB, WHICHEVER IS HIGHER, TO BE AT LEAST 12" ABOVE FINISHED GRADE.

ALL SIGNALS AND SIGNAL BOXES SHALL BE FINISHED IN CONCRETE.

ALL SIGNALS AND SIGNAL BOXES SHALL BE FINISHED IN CONCRETE AND SHALL BE FINISHED AT FINISHED GRADE.



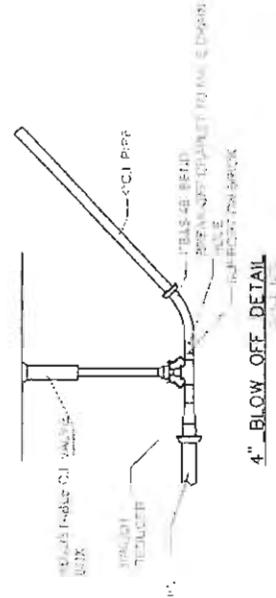
**ROADWAY BOX**  
SCALE: 1/2" = 1'-0"



**FIRE HYDRANT LATERAL**  
SCALE: 1/2" = 1'-0"

ALL SIGNALS AND SIGNAL BOXES SHALL BE FINISHED IN CONCRETE AND SHALL BE FINISHED AT FINISHED GRADE.

ALL SIGNALS AND SIGNAL BOXES SHALL BE FINISHED IN CONCRETE AND SHALL BE FINISHED AT FINISHED GRADE.



**4" BLOW OFF DETAIL**  
SCALE: 1/2" = 1'-0"

**RESOLUTION # 08-2014-03:**

**WHEREAS**, the Wyandotte Municipal Service Commission approves awarding the bid to Macomb Pipeline and Utilities Company, the sole bidder on the project for the water main replacement project on Clinton Street from 6<sup>th</sup> to Alfred, and

**WHEREAS**, the bid award will proceed so that the construction process can be added to Macomb Pipeline and Utilities Company construction schedule, and

**BE IT RESOLVED**, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, with moving forward in awarding the low bid for the water main project on Clinton Street from 6<sup>th</sup> to Alfred for an amount not to exceed \$378,250 to Macomb Pipeline and Utilities Company as recommended by WMS Management.

I move the adoption of the foregoing resolution.

MOTION by Commissioner L. Lupo

SUPPORTED by Commissioner J. Cole

<u>YEAS</u>	<u>COMMISSIONER</u>	<u>NAYS</u>
✓	Michael Sadowski	
✓	Leslie G. Lupo	
✓	Gerald P. Cole	
✓	Robert K. Alderman	
	Bryan J. Hughes	

ADOPTED this 6<sup>th</sup> day of August 2014

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: Michael Sadowski  
President

By: Ralph  
Secretary

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

**MEETING DATE:** August 11, 2014

**AGENDA ITEM #** 7

**ITEM: Resolution to concur with the Municipal Services Commission approval to provide a salary step adjustment for the General Manager of Wyandotte Municipal Services**

**PRESENTER:** Mike Sadowski<sup>m's</sup>, Commission President

**INDIVIDUALS CONSULTED:** Paul LaManes – Assistant General Manager

**BACKGROUND:** Rod Lesko was appointed to the permanent position of General Manager on July 8, 2013 and received a salary adjustment at that time. It was noted at that time by the Commission that his performance should be reviewed and salary adjusted if appropriate in January 2014 and then annually each subsequent January. This adjustment annualizes Mr. Lesko's review to the last adjustment and establishes the annual review period moving forward.

**STRATEGIC PLAN/GOALS:** None

**ACTION REQUESTED:** Concur with Municipal Service Commission Resolution # 08-2014-02 recommending and approving a \$ 5,000 annual salary adjustment retroactive to 7/8/2014 for the General Manager

**BUDGET IMPLICATIONS:** None, position was budgeted for a 2.5% adjustment effective January 2014. Implementation of this adjustment on the noted retroactive date would result in actual salary expenditure less than what was budgeted for FY14.

**IMPLEMENTATION PLAN:** Subsequent to City Council concurrence, complete Notice of Change in Pay Rate form and forward to Human Resources/Payroll for system adjustment.

**MAYOR'S RECOMMENDATION -**

**CITY ADMINISTRATOR'S RECOMMENDATION -**

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

**LIST OF ATTACHMENTS:**

- Copy of Request for Commission Action and Resolution # 08-2013-01
- Letter to Commission dated July 31, 2013
- Municipal Services Commission Resolution # 08-2014-02 approving and recommending adjustment

**RESOLUTION**

**BE IT RESOLVED** by the City Council that Council concurs with the Wyandotte Municipal Services Commission approval and recommendation that the General Manager of the Department of Municipal Services be given a \$ 5,000 salary adjustment retroactive to July 8, 2014 resulting in an annual salary for the General Manager of \$ 112,625.

**ADOPTED** this 11th of August, 2014

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

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

YEAS

COUNCIL

NAYS

Stec  
Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura, Jr.

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

MEETING DATE: 08/06/2013

RESOLUTION # 08-2013-01

**ITEM: Approval to provide step raise to Rod Lesko, General Manger**

PRESENTER: James Figurski, Commission President

INDIVIDUALS CONSULTED:

BACKGROUND: Mr. Lesko was appointed to the permanent position of General Manager on July 8, 2013. There was an initial adjustment made to his salary when he was appointed as Acting General Manager, but his salary remains below a normal for his position as the permanent General Manager

STRATEGIC PLAN/GOALS: Mr. Lesko should be provided a 2.5% raise now with his selection as the permanent General Manager. His performance should then be reviewed and salary adjusted if appropriate in January 2014 and then annually each subsequent January.

ACTION REQUESTED: A 2.5% raise should be approved immediately for Mr. Lesko retroactive to July 8, 2013.

BUDGET IMPLICATIONS: Position of General Manager is fully budgeted

IMPLEMENTATION PLAN: .

CITY ADMINISTRATOR REVIEW – Approved by Mayor and Commission President

LEGAL COUNSEL REVIEW: N/A

LIST OF ATTACHMENTS - July 30, 2013 memo from J. Figurski to WMS commission

RESOLUTION:

RESOLUTION AUTHORIZING A 2.5% STEP RAISE TO THE GENERAL MANAGER EFFECTIVE JULY 8, 2013.

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

WHEREAS, the City of Wyandotte, ("MUNICIPALITY") owns and operates an electric, water, cable TV, internet, phone, steam and geothermal utilities for the sale for the benefit of its citizens and taxpayers; and

WHEREAS, the General Manger is the executive officer supervising all operations of every utility owned and operated by the City of Wyandotte, and

WHEREAS, the Wyandotte Municipal Service Commission recommends to the Wyandotte City Council that a 2.5% step raise be given to Mr. Rod Lesko, General Manger of Wyandotte Municipal Services, for a total annual increase of \$2,625.00, bringing the General Manager's annual salary to \$107,625.00.

BE IT RESOLVED, by the Wyandotte Municipal Service Commission, that the Commission approves and recommends to the City Council of the City of Wyandotte, that Mr. Rod Lesko, General Manger of Wyandotte Municipal Services, be given a 2.5% salary increase, for a total annual increase of \$2,625.00. Bringing the General Manager's annual salary to \$107,625.00.

I move the adoption of the foregoing resolution.

MOTION by Commissioner MIKE SADOWSKI

Supported by Commissioner ~~MIKE SADOWSKI~~ LESLIE LUPO

YEAS	COMMISSIONER	NAYS
✓	Figurski	
✓	Sadowski	
✓	Lupo	
✓	Delisle	
✓	Cole	

ADOPTED this

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: James S. Figurski  
President

By: [Signature]  
Secretary

Municipal Service Commission:  
James Figurski PRESIDENT  
Michael Sadowski VICE-PRESIDENT  
Jerry Cole  
Frederick DeLisle  
Leslie Lupo

**WYANDOTTE**  
**MUNICIPAL SERVICES**

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

Roderick J. Lesko  
General Manager and Secretary  
3200 Biddle Avenue, Suite 200  
Wyandotte, MI. 48192  
Telephone: (734) 324-7100  
Fax: (734) 324-7119

James Figurski  
President  
Wyandotte Municipal Services Commission  
July 31, 2013

Commissioners  
Wyandotte Municipal Services

Commissioners,

Shortly following the resignation of the General Manager in December, 2012, we appointed Rod Lesko as the Acting General Manager.

At that time we agreed to review his performance after six months. Individual reviews were submitted by each commissioner in July, all supportive of Mr. Lesko's performance to date. The reviews were collectively considered at the July 8, 2013 meeting and Mr. Lesko was appointed as the General Manager. I recommend that a further review be completed with the General Manager after one year, i.e. January 2014. I met with Mr. Lesko in early July to develop objectives for use during this annual review. This review should be completed between Mr. Lesko and the commission president and then reviewed and approved by the entire commission. This review should include a salary review along with any recommendations for adjustments. Further, I would recommend that this type of review be completed with the commission president each subsequent year.

Mr. Lesko's salary was raised to \$105,000 in December with his promotion to Acting General Manager. My efforts to benchmark the salary for the General Manager position need further effort to finalize, but the data reviewed thus far indicates that a significant gap remains between Mr. Lesko's salary and the range of typical salaries for similar positions. I therefore recommend that Mr. Lesko be granted an additional raise of 2 1/2% (\$2,625) at this time. A further salary review and adjustment can then be made during the January 2014 review period and then annually until an agreed upon maximum can be developed. Efforts to further review benchmark data and finalize a maximum salary can occur over the next year or whatever time frame is required.

I have included a commission resolution, # 08-2013-XX, to provide Mr. Lesko with the 2 1/2% raise recommended above and request your concurrence.

Regards,

James S. Figurski  
President - WMS Commission

RESOLUTION # 08-2014-02

**WHEREAS**, the General Manager is the executive officer supervising all operations of every utility owned and operated by the City of Wyandotte, and

**WHEREAS**, the Wyandotte Municipal Service Commission recommends to the Wyandotte City Council that a \$5,000 step adjustment be given to Mr. Rod Lesko, General Manager of Wyandotte Municipal Services, bringing the General Manager's annual salary to \$ 112,625, therefore,

**BE IT RESOLVED**, by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, that the Commission approves and recommends to the Wyandotte City Council, that Mr. Rod Lesko, General Manager of Wyandotte Municipal Services, be given a \$ 5,000 salary adjustment retroactive to July 8, 2014 bringing the General Manager's annual salary to \$ 112,625.

I move the adoption of the foregoing resolution.

MOTION by Commissioner J. Cole

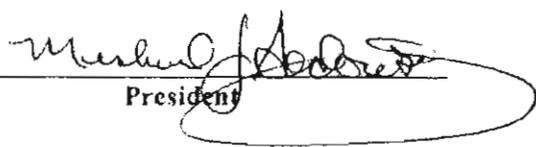
Supported by Commissioner Lupo

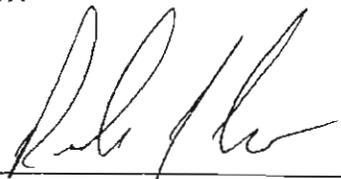
<u>YEAS</u>	<u>COMMISSIONER</u>	<u>NAYS</u>
✓	Sadowski	
✓	Lupo	
✓	Cole	
✓	Alderman	
	Hughes	

ADOPTED this 6th day of August 2014

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:   
President

By:   
Secretary

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

8

MEETING DATE: August 11, 2014

AGENDA ITEM #

**ITEM:** Slip-Lining of Sewer by LiquiForce

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



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

**BACKGROUND:** In accordance with the EPA Consent Decree for the Sewage Treatment Plant in Wyandotte the City's Operation & Maintenance (O & M) Work Plan was approved January 18, 2006. The O & M Work Plan requires the cleaning, televising and repair of all sewers in the City. There is a sewer line in an easement that needs sewer repair via slip-lining. Since June 8, 2010, the City has used LiquiForce to perform slip-lining of sanitary sewers. Their contract expired June 7, 2013. A review of bids via the Michigan Intergovernmental Trade Network (MITN) System indicates Livonia awarded Liquiforce a sewer lining contract on April 23, 2013. Attached is a summary of the bidding and unit costs. The MITN pricing was compared to our expired contract and the overall cost to slip-line a sewer has decreased by three (3) percent. The undersigned recommends Liquiforce be hired for an additional three (3) year period via acceptance of the Livonia-Redford MITN Contract. This will enable the recently discovered work to be completed expeditiously.

**STRATEGIC PLAN/GOALS:** Committed to maintaining and developing excellent 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. Continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

**ACTION REQUESTED:** Accept Liquiforce contract for three (3) years at the same unit rates as their contract with the City of Livonia and Redford (MITN). Approve additional work at the alley between 22<sup>nd</sup> Street and 21<sup>st</sup> Street between Eureka and Oak to the Contract for LiquiForce in the amount of \$33,299.75.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Account No. 590-200-926-310. This work is included in the 2014-2015 budgets.

**IMPLEMENTATION PLAN:** Once approved, LiquiForce will perform work.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

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

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** MITN information Livonia/Redford bid award, Summary of repair/location costs and Contract.

**Extension of Award to the MITN Purchasing Cooperative or Other Governmental Agencies.**

All vendors awarded contracts from this Quotation may, upon mutual agreement, extend pricing to the Michigan Intergovernmental Trade Network (MITN) Purchasing Cooperative or other governmental agencies.

Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide their own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

The City of Livonia and the Charter Township of Redford are members of the MITN Purchasing Cooperative. If your company is awarded item(s) referenced in the Request for Quotation, the cooperative governmental entities or other governmental agencies may wish to use this contract and will issue a purchase order for the item(s) awarded in the quotation. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide its own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

  X   If an award is made by the City of Livonia and the Charter Township of Redford, it is agreed that the contract will be extended to the MITN Purchasing Cooperative or other governmental agencies, under the same prices, terms and conditions.

\_\_\_\_\_ Our company is NOT interested in extending the contract.

## SEWER REHABILITATION AND MAINTENANCE CONTRACT

CITY OF LIVONIA, MICHIGAN

## PROPOSAL FORM

ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>PART I -</b>	<b>Cleaning, Video Inspection &amp; Reaming</b>		
A	Flushing of sanitary sewers by high-pressure water jet.	FOOT	\$ 3.00
B	Sanitary sewer close circuit video inspection (CCTV) including submission of digital data video report and tape as specified. Sewer sizes 8" to 72"	FOOT	\$ 1.50
C	Sanitary sewer calcite reaming with approved reamers. (1 ft = 1 point)		
1	Light - equal or less than 5% cross sectional area loss	FOOT	\$ 2.00
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	\$ 3.00
3	Heavy - greater than 20% cross sectional area loss	FOOT	\$ 5.00
D	Sanitary sewer grease reaming/cutting with approved reamers and cutters		
1	Light - equal or less than 5% cross sectional area loss	FOOT	\$ 2.00
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	\$ 3.00
3	Heavy - greater than 20% cross sectional area loss	FOOT	\$ 5.00
E	Sanitary sewer roots reaming/cutting with approved reamers and cutters		
1	Light - equal or less than 5% cross sectional area loss	FOOT	\$ 2.00
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	\$ 3.00
3	Heavy - greater than 20% cross sectional area loss	FOOT	\$ 5.00
F	Reaming of protruding lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EACH	\$ 500.00
<b>PART II -</b>	<b>Spot Liner Repair</b>		
A	Structural spot repair with cured-in-place pipe (inverted tube liner) as specified including: cleaning of sewer, pre and post video inspection tape and report.		
1	8" diameter - 3' to 10' length	EACH	\$ 2,500.00
2	8" diameter - 10' to 20' length	EACH	\$ 3,000.00
3	8" diameter - 20' to 30' length	EACH	\$ 3,500.00
4	10" diameter - 3' to 10' length	EACH	\$ 2,700.00
5	10" diameter - 10' to 20' length	EACH	\$ 3,200.00
6	10" diameter - 20' to 30' length	EACH	\$ 3,700.00
7	12" diameter - 3' to 10' length	EACH	\$ 3,000.00
8	12" diameter - 10' to 20' length	EACH	\$ 3,500.00
9	12" diameter - 20' to 30' length	EACH	\$ 4,000.00
10	15" diameter - 3' to 10' length	EACH	\$ 3,200.00
11	15" diameter - 10' to 20' length	EACH	\$ 3,700.00
12	15" diameter - 20' to 30' length	EACH	\$ 4,300.00
13	18" diameter - 3' to 10' length	EACH	\$ 3,500.00
14	18" diameter - 10' to 20' length	EACH	\$ 4,200.00
15	18" diameter - 20' to 30' length	EACH	\$ 5,000.00
16	21" diameter - 3' to 10' length	EACH	\$ 3,700.00
17	21" diameter - 10' to 20' length	EACH	\$ 4,500.00
18	21" diameter - 20' to 30' length	EACH	\$ 5,500.00
19	24" diameter - 3' to 10' length	EACH	\$ 4,500.00
20	24" diameter - 10' to 20' length	EACH	\$ 5,500.00
21	24" diameter - 20' to 30' length	EACH	\$ 6,500.00

## SEWER REHABILITATION AND MAINTENANCE CONTRACT

CITY OF LIVONIA, MICHIGAN

## PROPOSAL FORM

ITEM	DESCRIPTION	UNIT	UNIT PRICE
<b>PART III - Sanitary Sewer Lateral Cleaning &amp; Repairs</b>			
A	Lateral sewer close circuit video inspection (CCTV) including submission of digital data video report through main line sewer and tape as specified.	EACH	\$ 500.00
B	Installation of 6" diameter inverted type CIPP lateral liner (up to 33' in length) from mainline sewer, including vacuum excavation and installation of a clamp-out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	EACH	\$ 4,500.00
<b>PART IV - Sanitary Sewer Joint Testing &amp; Sealing</b>			
A	Sanitary sewer pipe joint sealing with approved sealant including all testing and removal of excess grout.	JOINT	\$ 70.00
<b>PART V - Structural CIPP Lining (Fully Deteriorated)</b>			
A	Manhole to Manhole CIPP Lining for 8" diameter mains	FOOT	\$ 30.00
B	Manhole to manhole CIPP Lining for 10" diameter mains	FOOT	\$ 35.00
C	Manhole to Manhole CIPP Lining for 12" diameter mains	FOOT	\$ 40.00
D	Manhole to manhole CIPP Lining for 15" diameter mains	FOOT	\$ 52.00
E	Manhole to Manhole CIPP Lining for 18" diameter mains	FOOT	\$ 65.00
F	Reinstatement of Lateral Service Connections	EACH	\$ 250.00
<b>PART VI - Manhole Rehabilitation</b>			
A	Apply Calcium Aluminate Lining	VFT	\$ 130.00
B	Seal Spot Leak in Structure	EACH	\$ 200.00
C	Apply Epoxy Topcoat Lining	VFT	\$ 260.00
D	Seal Adjustment Rings	EACH	\$ 1,150.00
E	Replace Corbel	EACH	\$ 2,300.00
F	Manhole Rehabilitation - (CIP)	VFT	\$ 250.00
<b>PART VII - WATER MAIN REHABILITATION AND MAINTENANCE</b>			
		UNIT PRICE	
	Mobilization	LS	\$ 6,000.00
1	Provide temporary water supply per lineal foot of lined water main	LF	\$ 13.00
2	Reline 6" diameter water main	LF	\$ 182.00
3	Reline 8" diameter water main	LF	\$ 185.00
4	Reline 10" diameter water main	LF	\$ 200.00
5	Reline 12" diameter water main	LF	\$ 205.00
6	Install owner supplied 6" gate valves and boxes	Each	\$ 1,200.00
7	Install owner supplied 8" gate valves and boxes	Each	\$ 1,200.00
8	Install owner supplied 10" gate valves and boxes	Each	\$ 1,200.00
9	Install owner supplied 12" gate valves and boxes	Each	\$ 1,200.00
10	Install owner supplied hydrant assemblies	Each	\$ 1,200.00
11	Additional access pits due to unforeseen obstructions	Each	\$ 1,200.00
12	Replace owner supplied curb stops	Each	\$ 1,200.00
13	Structure adjustments	Each	\$ 600.00
14	21AA Aggregate for shoulders driveways and base	SYD	\$ 35.00
15	Remove and replace bituminous pavement	SYD	\$ 155.00
16	Remove and replace concrete road base	SYD	\$ 215.00
17	Class A sodding with 3" topsoil	SYD	\$ 18.00
18	3" topsoil, class A seeding, mulch and fertilizer	SYD	\$ 10.00
19	Traffic Control	LS	\$ 6,000.00
20	Cleanup and restorations	LS	\$ 6,000.00

CITY OF LIVONIA  
DEPARTMENT OF PUBLIC WORKS  
PUBLIC SERVICE DIVISION  
**TABULATION FOR WATER AND SEWER SYSTEMS MAINTENANCE SERVICES CONTRACT**

Bid Opening: February 19, 2013

	<u>Inland</u>	<u>Liqui-Force</u>	<u>Lanzo</u>
Jetting/Cleaning*	\$4.50 Ft.	\$3.00 Ft.	\$5.00 Ft.
Video Inspection*	\$2.90 Ft.	\$1.50 Ft.	\$1.00 Ft.
Light Reaming*	\$12.00 Ft.	\$2.00 Ft.	\$5.00 Ft.
CIPP Lining Manhole to Manhole			
8" diameter mains	\$36.00 Ft.	\$30.00 Ft.	\$45.00 Ft.
10" diameter mains	\$43.00 Ft.	\$35.00 Ft.	\$47.00 Ft.
12" diameter mains	\$51.00 Ft.	\$40.00 Ft.	\$54.00 Ft.
15" diameter mains	\$58.00 Ft.	\$52.00 Ft.	\$66.00 Ft.
18" diameter mains	\$65.00 Ft.	\$65.00 Ft.	\$100.00 Ft.
Reinstatement of Lateral Service Connections (on Average 8 Service Connections from M/H to M/H)	\$110.00 Ea. ( <del>\$110x8=\$880</del> )	\$250.00 Ea. ( <del>\$250x8=\$2,000</del> )	\$300.00 Ea. ( <del>\$300x8=\$2,400</del> )

4086 Michigan Ave.  
Detroit, MI 48210  
(313)899-3011  
Walter Rozycki, Sr.  
Sr. Project Mgr.

28529 Goddard  
Ste. 106  
Romulus, MI 48174  
(734)955-2508  
John Thompson  
Technical Rep.

3800 Woodward Ave.  
Ste. 410  
Detroit, MI 48201  
(313)831-2904  
Fred Tingberg, Principal

Low Bid

\* No relining can be completed without Jetting/Cleaning/Video Inspection and Light Reaming)

OFFICE OF THE CITY CLERK

TERRY A. MARECKI  
CITY CLERK

SUSAN HOFF  
DEPUTY CITY CLERK



33000 CIVIC CENTER DRIVE  
LIVONIA, MICHIGAN 48154-3097  
(734) 466-2230  
FAX: (734) 421-1147

April 23, 2013

Liqui-Force Services USA Inc.  
Mr. John Thompson, Technical Rep.  
28529 Goddard Road, Suite 106  
Romulus, MI 48174

Dear Mr. Thompson:

The Council of the City of Livonia, at a Regular Meeting held April 8, 2013, adopted the following resolution:

**#96-13** RESOLVED, that having considered the report and recommendation of the Superintendent of Public Service and the Director of Public Works, dated March 15, 2013, which bears the signature of the Director of Finance and is approved for submission by the Mayor, the Council does hereby accept the unit price bid of Liqui-Force Services (USA), Inc., 28529 Goddard Road, Suite 106, Romulus, Michigan 48174, for completing all work required in connection with water main and sanitary sewer rehabilitation on an as needed basis in an amount not to exceed \$350,000.00 annually for a three (3) year period (with an option to renew for an additional two year period), the same having been in fact the lowest bid received for the sewer portion of the bid and the only bid meeting specifications for the water main portion of the bid; FURTHER, the Council does hereby appropriate and authorize an expenditure in an amount not to exceed \$350,000.00 annually from Account No. 592-158-000 (Construction in Progress) for this purpose; and the Director of Public Works is hereby authorized to approve any minor adjustments in the work as it becomes necessary; and the Mayor and City Clerk are hereby authorized to execute a contract for and on behalf of the City of Livonia with the aforesaid bidder and to do all other things necessary or incidental to the full performance of this resolution.

**SEWER REHABILITATION AND MAINTENANCE CONTRACT  
CITY OF WYANDOTTE, MICHIGAN  
Easement Btwn 21st & 22nd, Eureka & Oak - MH#603 to MH#613**

7/16/14

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM PRICE
<b>PART I -</b>	<b>Cleaning, Video Inspection &amp; Reaming</b>				
A	Flushing of sanitary sewers by high-pressure water jet	FOOT	455	\$ 3.00	\$ 1,365.00
B	Sanitary sewer close circuit video inspection (CCTV) including submission of digital data video report and tape as specified. Sewer sizes 8" to 72"	FOOT	455	\$ 1.50	\$ 682.50
C	Sanitary sewer calcite reaming with approved reamers. (1ft = 1 point)				
1	Light - equal or less than 5% cross sectional area loss	FOOT	0	\$ 2.00	\$ -
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	0	\$ 3.00	\$ -
3	Heavy - greater than 20% cross sectional area loss	FOOT	0	\$ 5.00	\$ -
D	Sanitary sewer grease reaming/cutting with approved reamers and cutters				
1	Light - equal or less than 5% cross sectional area loss	FOOT	0	\$ 2.00	\$ -
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	0	\$ 3.00	\$ -
3	Heavy - greater than 20% cross sectional area loss	FOOT	0	\$ 5.00	\$ -
E	Sanitary sewer roots reaming/cutting with approved reamers and cutters				
1	Light - equal or less than 5% cross sectional area loss	FOOT	0	\$ 2.00	\$ -
2	Medium - greater than 5% and less than 20% cross sectional area loss	FOOT	0	\$ 3.00	\$ -
3	Heavy - greater than 20% cross sectional area loss	FOOT	455	\$ 5.00	\$ 2,275.00
F	Reaming of protruding lateral utilizing approved remote controlled robotic reamer with CCTV assistance.	EACH	3	\$ 500.00	\$ 1,500.00
<b>PART II -</b>	<b>Spot Liner Repair</b>				
A	Structural spot repair with cured-in-place pipe (inverted tube liner) as specified including: cleaning of sewer, pre and post video inspection tape and report.				
1	8" diameter - 3' to 10' length	EACH	0	\$ 2,500.00	\$ -
2	8" diameter - 10' to 20' length	EACH	0	\$ 3,000.00	\$ -
3	8" diameter - 20' to 30' length	EACH	0	\$ 3,500.00	\$ -
4	10" diameter - 3' to 10' length	EACH	0	\$ 2,700.00	\$ -
5	10" diameter - 10' to 20' length	EACH	0	\$ 3,200.00	\$ -
6	10" diameter - 20' to 30' length	EACH	0	\$ 3,700.00	\$ -
7	12" diameter - 3' to 10' length	EACH	0	\$ 3,000.00	\$ -
8	12" diameter - 10' to 20' length	EACH	0	\$ 3,500.00	\$ -
9	12" diameter - 20' to 30' length	EACH	0	\$ 4,000.00	\$ -
10	15" diameter - 3' to 10' length	EACH	0	\$ 3,200.00	\$ -
11	15" diameter - 10' to 20' length	EACH	0	\$ 3,700.00	\$ -
12	15" diameter - 20' to 30' length	EACH	0	\$ 4,300.00	\$ -
13	18" diameter - 3' to 10' length	EACH	0	\$ 3,500.00	\$ -
14	18" diameter - 10' to 20' length	EACH	0	\$ 4,200.00	\$ -
15	18" diameter - 20' to 30' length	EACH	0	\$ 5,000.00	\$ -
16	21" diameter - 3' to 10' length	EACH	0	\$ 3,700.00	\$ -
17	21" diameter - 10' to 20' length	EACH	0	\$ 4,500.00	\$ -
18	21" diameter - 20' to 30' length	EACH	0	\$ 5,500.00	\$ -
19	24" diameter - 3' to 10' length	EACH	0	\$ 4,500.00	\$ -
20	24" diameter - 10' to 20' length	EACH	0	\$ 5,500.00	\$ -
21	24" diameter - 20' to 30' length	EACH	0	\$ 6,500.00	\$ -

**SEWER REHABILITATION AND MAINTENANCE CONTRACT**  
**CITY OF WYANDOTTE, MICHIGAN**  
**Easement Btwn 21st & 22nd, Eureka & Oak - MH#603 to MH#613**

7/16/14

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	ITEM PRICE
<b>PART III</b>	<b>Sanitary Sewer Lateral Cleaning &amp; Repairs</b>				
A	Lateral sewer close circuit video inspection (CCTV) including submission of digital data video report through main line sewer and tape as specified.	EACH	0	\$ 500.00	\$ -
B	Installation of 6" diameter inverted type CIPP lateral liner (up to 33' in length) from mainline sewer, including vacuum excavation and installation of a clean-out to surface. Preparatory work of cleaning and removal of debris in lateral and temporary restoration of disturbed surface to be included.	EACH	0	\$ 4,500.00	\$ -
<b>PART IV</b>	<b>Sanitary Sewer Joint Testing &amp; Sealing</b>				
A	Sanitary sewer pipe joint sealing with approved sealant including all testing and removal of excess grout.	JOINT	0	\$ 70.00	\$ -
<b>PART V</b>	<b>Structural CIPP Lining (Fully Deteriorated)</b>				
A	Manhole to Manhole CIPP Lining for 8" diameter mains	FOOT	0	\$ 30.00	\$ -
B	Manhole to manhole CIPP Lining for 10" diameter mains	FOOT	0	\$ 35.00	\$ -
C	Manhole to Manhole CIPP Lining for 12" diameter mains	FOOT	455	\$ 40.00	\$ 18,200.00
D	Manhole to manhole CIPP Lining for 15" diameter mains	FOOT	0	\$ 52.00	\$ -
E	Manhole to Manhole CIPP Lining for 18" diameter mains	FOOT	0	\$ 65.00	\$ -
F	Restatement of Lateral Service Connections	EACH	25	\$ 250.00	\$ 6,250.00
<b>PART VI</b>	<b>Manhole Rehabilitation</b>				
A	Apply Calcium Aluminate Lining	VFT	0	\$ 130.00	\$ -
B	Seal Spot Leak in Structure	EACH	0	\$ 200.00	\$ -
C	Apply Epoxy Topcoat Lining	VFT	0	\$ 260.00	\$ -
D	Seal Adjustment Rings	EACH	0	\$ 1,150.00	\$ -
E	Replace Corbel	EACH	0	\$ 2,300.00	\$ -
F	Manhole Rehabilitation - (CIP)	VFT	0	\$ 250.00	\$ -
<b>PART VII</b>	<b>WATER MAIN REHABILITATION AND MAINTENANCE</b>				
	Mobilization	LS	0	\$ 6,000.00	\$ -
1	Provide temporary water supply per lineal foot of lined water main	LF	0	\$ 13.00	\$ -
2	Reline 6" diameter water main	LF	0	\$ 182.00	\$ -
3	Reline 8" diameter water main	LF	0	\$ 185.00	\$ -
4	Reline 10" diameter water main	LF	0	\$ 200.00	\$ -
5	Reline 12" diameter water main	LF	0	\$ 285.00	\$ -
6	Install owner supplied 6" gate valves and boxes	EACH	0	\$ 1,300.00	\$ -
7	Install owner supplied 8" gate valves and boxes	EACH	0	\$ 1,300.00	\$ -
8	Install owner supplied 10" gate valves and boxes	EACH	0	\$ 1,300.00	\$ -
9	Install owner supplied 12" gate valves and boxes	EACH	0	\$ 1,200.00	\$ -
10	Install owner supplied hydrant assemblies	EACH	0	\$ 1,200.00	\$ -
11	Additional access pits due to unforeseen obstructions	EACH	0	\$ 1,200.00	\$ -
12	Replace owner supplied curb stops	EACH	0	\$ 1,200.00	\$ -
13	Structure adjustments	EACH	0	\$ 600.00	\$ -
14	21AA Aggregate for shoulders driveways and base	SYD	0	\$ 35.00	\$ -
15	Remove and replace bituminous pavement	SYD	0	\$ 155.00	\$ -
16	Remove and replace concrete road base	SYD	0	\$ 215.00	\$ -
17	Class A sodding with 3" topsoil	SYD	0	\$ 18.00	\$ -
18	3" topsoil, class A sodding, mulch and fertilizer	SYD	0	\$ 10.00	\$ -
19	Traffic Control	LS	0	\$ 6,000.00	\$ -
20	Cleanup and restoration	LS	0	\$ 6,000.00	\$ -
	Parts Not Provided	LS	0	\$ 1,648.87	\$ -

**Estimated Total \$ 30,272.50**

**Contingency - 10% \$ 3,027.25**

**Project Total \$ 33,299.75**



CONTRACT

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF WYANDOTTE (City) and LIQUI-FORCE SERVICES (USA) INC (Contractor), Romulus, County of Wayne, State of Michigan.

The City of Wyandotte adopts as part of this Contract by reference all the requirements of the City of Livonia and Charter Township of Redford Michigan Intergovernmental Trade Network (MITN) Water and Sewer System Maintenance Service Contract. The City of Wyandotte General Conditions and Contract Requirements are incorporated as a part of this Contract. This Contract shall be from the period of August 11, 2014 thru August 11, 2017.

If there are any conflicts between the two (2) specifications the City of Wyandotte's provisions shall control.

The unit rates from the Livonia and Redford Contract are attached as Attachment A and shall be accepted by both parties to perform work in Wyandotte.

The Contractor is authorized to perform emergency repairs in the alley between 22<sup>nd</sup> Street and 21<sup>st</sup> Street between Eureka and Oak when approved by the Wyandotte City Council and agreed to by the Contractor. Emergency repairs in other areas of the City will require written authorization by the City. The contractor shall furnish updated insurance documents naming the City of Wyandotte as an additional insured.

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

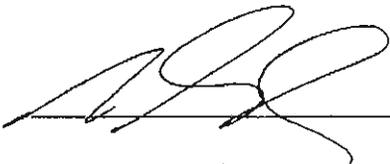
Witnessed by:

CITY OF WYANDOTTE

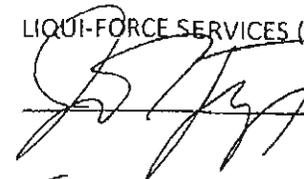
\_\_\_\_\_  
\_\_\_\_\_

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

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

  
\_\_\_\_\_  
M. Gowdy

LIQUI-FORCE SERVICES (USA) INC.

  
\_\_\_\_\_  
JOHN THOMPSON, TECHNICAL REPRESENTATIVE

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: August 11, 2014

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

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer regarding entering into a three (3) year maintenance contract with LiquiForce Services (USA) Inc., Romulus, Michigan. Further, LiquiForce is approved to slip lining of one (1) sewer line for \$33,299.75 from account no. 590-200-926-310; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary Contract as presented 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>
	Miciura	
	Shultz	
	Fricke	
	Galeski	
	Sabuda	
	Stec	

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: August ~~11~~, 2014

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

9

**ITEM:** DEMOLITION OF 606 CHESTNUT, WYANDOTTE

**PRESENTER:** Mark Kowalewski – City Engineer

*Mark Kowalewski - 8-6-14*

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

**BACKGROUND:** Council referred a request from Kathryn Ferstle, 23937 Huron River Drive, Rockwood, to the undersigned for review and report back. Ms. Ferstle is requesting the City demolish the rear home at 606 Chestnut at no cost to her. There are two (2) homes on this property at which measures 30' x 150'. The front home (608 Chestnut) is a two (2) family dwelling and the rear home (606 Chestnut) is single family dwelling. This property is non-conforming. Further, there is no off-street parking for any of these rental units. By demolishing the rear home at 606 Chestnut, this will allow for the installation off street parking for the home at 608 Chestnut in the future.

The City has demolished other similar residential properties upon request. Ms. Ferstle has executed the Hold Harmless Agreement and supplied the City with proper paperwork indicating that she is the owner.

Therefore, since this is a non-conformation property, it is the recommendation of the Engineering Department that the rear home at 606 Chestnut be demolished by the City at no cost to the property owner.

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

**ACTION REQUESTED:** Adopt a resolution concurring with the City Engineer to demolish the property at 606 Chestnut.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense the work form Account No. 492-200-850-519.

**IMPLEMENTATION PLAN:** The Engineering Department will seek proposals for the demolition of the property at 606 Chestnut.

**CITY ENGINEER:**

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Support*

**LEGAL COUNSEL'S RECOMMENDATION:**

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

**LIST OF ATTACHMENTS :** Council Resolution dated July 29, 2014

**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**

July 29, 2014

**RESOLUTION**

Kathryn Ferstle  
23937 Huron River Drive  
Rockwood, Michigan 48173

By Councilwoman Sheri M. Fricke  
Supported by Councilman Ted Miciura Jr.

RESOLVED by the City Council that the communication from Kathryn Ferstle, 23937 Huron River Drive, Rockwood, Michigan 48173 requesting City assistance with the demolition of her carriage house located at 606 Chestnut is hereby referred to the City Engineer for a review and report back in two (2) weeks. (August 11, 2014).

YEAS: Councilmembers Fricke Miciura Sabuda Schultz

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 July 28, 2014.

  
William R. Griggs  
City Clerk

CC: City Engineer

City of Wyandotte  
Mayor Peterson and City Council  
3200 Biddle Avenue, Suite 300  
Wyandotte, MI 48192  
July 21, 2014

WYANDOTTE CITY CLERK  
2014 JUL 21 A 10:31

2

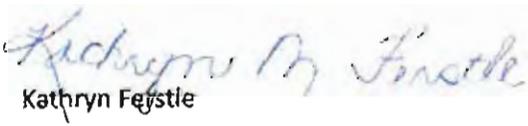
Re: Demolition of Carriage House at 606 Chestnut

Dear Mayor Peterson and City Council:

In October of 2012, after the unexpected death of my husband, I requested the city's help in demolishing the carriage house at 606 Chestnut. After the Council's action on this matter I discovered I did not have clear title to the rental property known as 606 and 608 Chestnut. After working with local attorney Thomas Kuzmiak, I have obtained clear title to the property and am resubmitting my request.

Since my initial request I have corrected all code violations at 608 Chestnut and also installed aluminum siding, new gutters, a new boiler, and a new hot water tank all with the appropriate permits and inspections.

Thank you for your consideration in this matter.

  
Kathryn Feistle

23937 Huron River Drive  
Rockwood, MI 48173  
(734) 379-4781

**OFFICIALS**

William R. Griggs  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas R. Woodruff  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

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

MARK A. KOWALEWSKI, P.E.  
CITY ENGINEER

# CERTIFICATE OF COMPLIANCE

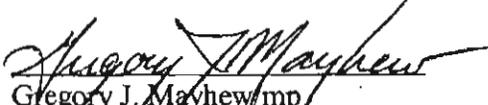
Case # 12-456

Thomas & Kathryn Ferstle  
23937 Huron River Drive  
Rockwood, MI 48173

This Certificate is issued in accordance with Section 31.1 of the Code of Ordinances that this two (2) unit rental dwelling/rental unit at 608 Chestnut upper/lower, Wyandotte, Michigan, complies with all applicable codes and ordinances and shall remain in effect until the expiration date unless this property falls in violation of any Code or Ordinance of the City of Wyandotte.

**Issue Date: July 3, 2013**

**Expiration Date: July 3, 2018**

  
Gregory J. Mayhew, mp  
Assistant City Engineer

Original: Applicant/Owner

Copies: Master File/Time File/Owner to post

doc:w-drive/code enforcement/certificates

INDEMNITY AGREEMENT

The undersigned verify that they are the sole current owner(s) of the property known as 606 Chestnut, Wyandotte, Michigan, which has the following legal description:

West 30 feet of Lot 10, Block 145 Eureka Irons & Steel Works Subdivision

It is agreed that said house known as 606 Chestnut, Wyandotte a Single Family Dwelling on the above described land will be demolished by City of Wyandotte and or it's contractor at no cost to the property owners.

The undersigned further represent that no one else has any lawful interest in said structure or real property and that the undersigned is authorized to grant permission to the City of Wyandotte and or it's contractor to demolish said structure.

In consideration of the City of Wyandotte demolishing the above captioned property, the undersigned release the City of Wyandotte from any and all claims the undersigned may have against the City as a result from said demolition.

Kathryn M Ferstle  
Owner

\_\_\_\_\_  
Owner

23937 Huron River Dr.  
Rockwood, MI 48173

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

(734) 319-4781

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

Dated: 7/21/14

subscribed and sworn to me this 21<sup>st</sup> day of JULY 2014 by Kay Kat  
Notary Public Acting in Wayne County

My Commission Expires: 2/13/19

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: August 11, 2014

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

BE IT RESOLVED by the City Council that Council concurs with the recommendation of the City Engineer regarding the demolition of the property at 606 Chestnut; AND

BE IT FURTHER RESOLVED that the City Engineering is directed to seek proposals for said demolition

I move the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	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**

July 29, 2014

RESOLUTION

Kathryn Ferstle  
23937 Huron River Drive  
Rockwood, Michigan 48173

By Councilwoman Sheri M. Fricke  
Supported by Councilman Ted Miciura Jr.

RESOLVED by the City Council that the communication from Kathryn Ferstle, 23937 Huron River Drive, Rockwood, Michigan 48173 requesting City assistance with the demolition of her carriage house located at 606 Chestnut is hereby referred to the City Engineer for a review and report back in two (2) weeks. (August 11, 2014).

YEAS: Councilmembers Fricke Miciura Sabuda Schultz

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 July 28, 2014.

William R. Griggs  
City Clerk

CC: City Engineer

City of Wyandotte  
Mayor Peterson and City Council  
3200 Biddle Avenue, Suite 300  
Wyandotte, MI 48192  
July 21, 2014

WYANDOTTE CITY CLERK  
2014 JUL 21 A 10:31



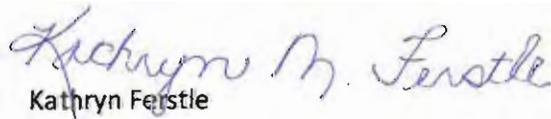
Re: Demolition of Carriage House at 606 Chestnut

Dear Mayor Peterson and City Council:

In October of 2012, after the unexpected death of my husband, I requested the city's help in demolishing the carriage house at 606 Chestnut. After the Council's action on this matter I discovered I did not have clear title to the rental property known as 606 and 608 Chestnut. After working with local attorney Thomas Kuzmiak, I have obtained clear title to the property and am resubmitting my request.

Since my initial request I have corrected all code violations at 608 Chestnut and also installed aluminum siding, new gutters, a new boiler, and a new hot water tank all with the appropriate permits and inspections.

Thank you for your consideration in this matter.

  
Kathryn Ferstle

23937 Huron River Drive  
Rockwood, MI 48173  
(734) 379-4781

City of Wyandotte

Mayor Peterson and City Council

3131 Biddle Avenue

Wyandotte, MI, 48192

October 1, 2012

Re: Demolition of Carriage House at 606 Chestnut

Dear Mayor Peterson and City Council:

My husband and I have owned the rental property at 608 and 606 Chestnut for over twenty-five years, but I had little or no involvement with the management or maintenance of the properties. With his unexpected death in July of this year, I find myself financially unable to correct the violations at both addresses. I am requesting that the city demolish the carriage house (606) at their expense so that I can afford to correct all code violations at 608.

Thank you for your consideration of this matter,

Kathryn Ferstle

23937 Huron River Drive

Rockwood, MI 48173

(734) 379-4781

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

October 9, 2012

JOSEPH R. PETERSON  
RESOLUTION  
MAYOR

Kathryn Ferstle  
23937 Huron River Drive  
Rockwood, Michigan 48173

By Councilman Daniel E. Galeski  
Supported by Councilman Leonard Sabuda

RESOLVED by the City Council that the communication from Kathryn Ferstle, 23937 Huron River Drive, Rockwood, Michigan 48173 requesting City assistance with the demolition of her carriage house located at 606 Chestnut is hereby referred to the City Engineer for a review and report back in two (2) weeks.

YEAS: Councilmembers 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 October 8, 2012.

  
William R. Griggs  
City Clerk

CC: City Engineer

**THOMAS A. KUZMIAK, P.L.L.C.**

Attorney at Law  
2222 Ford Avenue  
Wyandotte, MI 48192

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TELEPHONE  
(734) 283-3350

FACSIMILE  
(734) 283-7330

January 3, 2014

Ms. Kathryn M. Ferstle  
23937 Huron River Dr.  
Rockwood, MI 48173

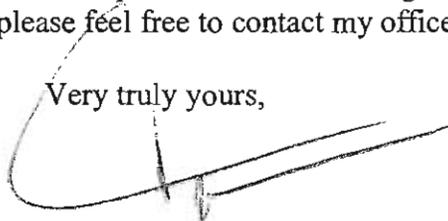
Re: Title policy

Dear Ms. Ferstle:

Enclosed herewith you will find the original Owner's Title Policy from the Minnesota Title Agency. This confirms the title status of your property at 606-607-608 Chestnut. You should retain this with your other documents as the title company has now confirmed that the title is vested into your name.

With the receipt of this document, my work has been completed and I am closing my file. If I can be of any further assistance to you in the future, please feel free to contact my office.

Very truly yours,



THOMAS A. KUZMIAK

TAK:em  
Enclosure

INDEMNITY AGREEMENT

The undersigned verify that they are the sole current owner(s) of the property known as 606 Chestnut, Wyandotte, Michigan, which has the following legal description:

West 30 feet of Lot 10, Block 145 Eureka Irons & Steel Works Subdivision

It is agreed that said house known as 606 Chestnut, Wyandotte a Single Family Dwelling on the above described land will be demolished by City of Wyandotte and or it's contractor at no cost to the property owners.

The undersigned further represent that no one else has any lawful interest in said structure or real property and that the undersigned is authorized to grant permission to the City of Wyandotte and or it's contractor to demolish said structure.

In consideration of the City of Wyandotte demolishing the above captioned property, the undersigned release the City of Wyandotte from any and all claims the undersigned may have against the City as a result from said demolition.

Kathryn M Ferstle

Owner

23937 Huron River Dr  
Rockwood, MI 48173

Address

(734) 379-4781

Phone Number

Owner

Address

Phone Number

Dated: 7/24/14

subscribed and sworn to me this 21<sup>st</sup> day of July 2014, by Kay Kest  
Notary Public, Acting in Wayne County

My Commission Expires: 2/13/19



**QUIT CLAIM DEED**  
**Statutory Form**

KNOW ALL MEN BY THESE PRESENTS THAT: ROBERT S. SALESKI, an unmarried man

the address of which is 11380 Briarcliff Drive, Warren, MI 48093

quit claims to KATHRYN M. FERSTLE, an unmarried woman

whose address is 23937 Huron River Drive, Rockwood, MI 48173

the following described premises situated in the City of Wyandotte, County of Wayne, and State of Michigan, to-wit:

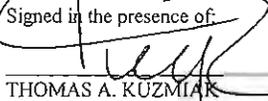
West 30 feet of Lot 10, Block 145, Eureka Iron and Steel Works Subdivision, as recorded in Liber 16, Page 14 of Plats, Wayne County Records.

Commonly known as 606-607-608 Chestnut, Wyandotte, MI 48192  
Tax ID# 57-015-07-0010-002

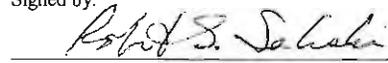
together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of \$1.00. Exempt pursuant to MCLA 207.505 Sec. 5(a) and MCLA 207.526 Sec. 6(a).

Dated this 15 day of JULY, 2013.

Signed in the presence of:

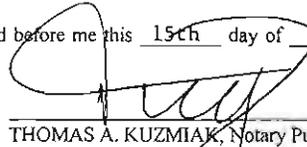
  
THOMAS A. KUZMIAK

Signed by:

  
ROBERT S. SALESKI

STATE OF MICHIGAN)  
  )SS  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 15th day of July, 2013 by Robert S. Saleski, an unmarried man.

  
THOMAS A. KUZMIAK, Notary Public  
Wayne County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires: 5/17/20

When recorded return to: THOMAS A. KUZMIAK Attorney at Law 2222 Ford Avenue Wyandotte, MI 48192	Send subsequent tax bills to:	Drafted by: THOMAS A. KUZMIAK Attorney at Law 2222 Ford Avenue Wyandotte, MI 48192
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Recording Fee:

Revenue Stamps:



2013 DEC -4 AM 10:33

Bernard J. Youngblood  
Wayne County Register of Deeds  
December 04, 2013 10:33 AM  
Inst:2013486677 AFF Pages:2  
Liber:51202 Page:1289



**AFFIDAVIT REGARDING RECORDATION OF  
EXECUTED COPY OF QUIT CLAIM DEED**

State of Michigan)  
County of Wayne )

NOW COMES the Law Office of THOMAS A. KUZMIAK, PLLC, and being first duly sworn, does herein state as follows:

1. That the undersigned, THOMAS A. KUZMIAK, is a licensed, practicing Attorney within the City of Wyandotte, County of Wayne, and State of Michigan.

2. That this Affidavit involves real property commonly known as 606-607-608 Chestnut, Wyandotte, Michigan, more specifically described as follows:

West 30 feet of Lot 10, Block 145, Eureka Iron and Steel Works Subdivision, as recorded in Liber 16, Page 14 of Plats, Wayne County Records. *ATTACHED Quit Claim Deed*

Tax ID# 57-015-07-0010-002

2. That the Law Office of THOMAS A. KUZMIAK, PLLC, was authorized to prepare and execute a Quit Claim Deed for VALERIE L. BRODIE, formerly known as VALERIE L. SALESKI, to convey any and all interest held by Grantor, to KATHRYN M. FERSTLE. That said Deed was created and forwarded for review and execution.

3. That the Grantor did sign the copy of said instrument, which is an identical copy to the original, except for the "copy" stamp.

4. That said Deed has been properly executed and notarized and does herein convey the interest of the Grantor to the Grantee.

5. This this Affidavit is made for the purposes of accomplishing the reoordation of the document.

WHEREAS, the undersigned has reviewed the terms of the Affidavit and knows the facts therein to be true and does execute it this 22nd day of November, 2013.

State of Michigan)  
County of Wayne )

THOMAS A. KUZMIAK, PLLC

By: \_\_\_\_\_  
THOMAS A. KUZMIAK, P30464  
Attorney at Law

The foregoing Affidavit is executed before me, a notary public, this 22<sup>nd</sup> day of November, 2013, by Thomas A. Kuzmiak, Attorney at Law.

DIANE SHAFER, Notary Public  
Wayne County, Michigan  
Acting in Wayne County  
My Commission Expires: 5/16/14

*Drafted by/return to:  
THOMAS A. KUZMIAK, PLLC  
2222 Ford Avenue  
Wyandotte, MI 48192  
(734) 283-3350*

**QUIT CLAIM DEED**  
**Statutory Form**

KNOW ALL MEN BY THESE PRESENTS THAT: VALERIE L. BRODIE, f/k/a VALERIE L. SALESKI

the address of which is 11380 Briarcliff Drive, Warren, MI 48093

quit claims to KATHRYN M. FERSTLE, an unmarried woman

whose address is 23937 Huron River Drive, Rockwood, MI 48173

the following described premises situated in the City of Wyandotte, County of Wayne, and State of Michigan, to-wit:

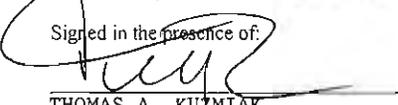
West 30 feet of Lot 10, Block 145, Eureka Iron and Steel Works Subdivision, as recorded in Liber 16, Page 14 of Plats, Wayne County Records.

Commonly known as 606-607-608 Chestnut, Wyandotte, MI 48192  
Tax ID# 57-015-07-0010-002

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of \$1.00. Exempt pursuant to MCLA 207.505 Sec. 5(a) and MCLA 207.526 Sec. 6(a).

Dated this 3 day of October, 2013

Signed in the presence of:

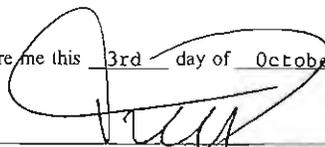
  
THOMAS A. KUZMIAK

Signed by:

 **COPY**  
VALERIE L. BRODIE f/k/a VALERIE L. SALESKI

STATE OF MICHIGAN )  
  )SS  
COUNTY OF WAYNE )

The foregoing instrument was acknowledged before me this 3rd day of October, 2013 by Valerie L. Brodie, f/k/a Valerie L. Saleski.

  
Notary Public, THOMAS A. KUZMIAK  
Wayne County, Michigan  
Acting in Wayne County, Michigan  
My Commission Expires: 05/17/2020

When recorded return to THOMAS A. KUZMIAK Attorney at Law 2222 Ford Avenue Wyandotte, MI 48192	Send subsequent tax bills to:	Drafted by: THOMAS A. KUZMIAK Attorney at Law 2222 Ford Avenue Wyandotte, MI 48192
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Recording Fee:

Revenue Stamps:

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

**MEETING DATE:** August 11, 2014

**AGENDA ITEM #** 10

**ITEM:** Department of Engineering – 2014 HMA Parking Lot Resurfacing Program

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



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

**BACKGROUND:** This year's Parking Lot Resurfacing Program includes the parking lot at Oak and Van Alstyne. Attached please find a new parking lot layout for this lot for your review. This layout will improve the appearance of the parking lot, improve pedestrian traffic and relocate the trash dumpster corral. The City Engineer has reviewed this layout with the new owner of 2903 Biddle Avenue, Jason D'Herin, and he is in agreement with this new layout.

The undersigned recommends approval of this proposed layout.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

**ACTION REQUESTED:** Approve proposed parking lot layout.

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

**IMPLEMENTATION PLAN:** Include the new layout of the Oak and Van Alstyne Parking Lot in the 2014 HMA Parking Lot Resurfacing Program.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:**



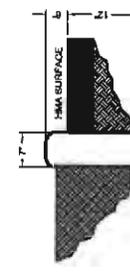
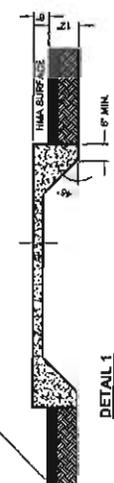
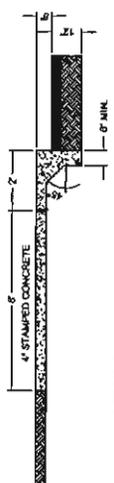
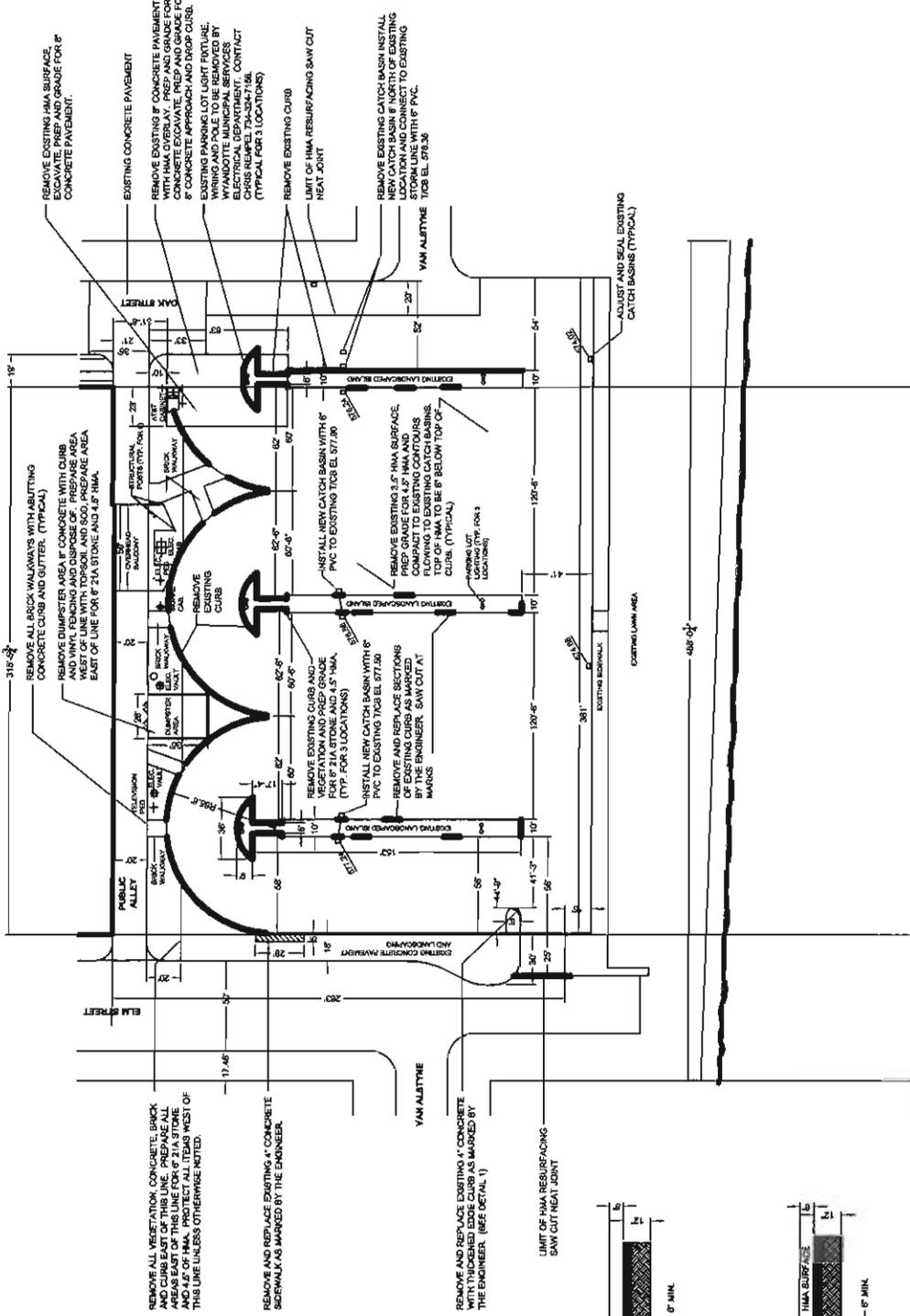
**LEGAL COUNSEL'S RECOMMENDATION:** n/a

**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS:** Proposed Plan of Parking Lot

**NOTES:**  
 PROTECT AND PRESERVE ALL EXISTING LANDSCAPED AREAS.  
 ALL EXISTING ELECTRICAL HAND HOLES, PEDESTALS, AND LIGHT FIXTURES SHALL BE PROTECTED AND PRESERVED. FOR COORDINATION CONTACT CHRIS REMPEL, WYANDOTTE MUNICIPAL SERVICES ELECTRICAL DEPARTMENT 734-324-7158.  
 ALL EXISTING IRRIGATION AND WATER SHUT OFF VALVES IN LANDSCAPED AREAS SHALL BE PROTECTED AND PRESERVED. CONTACT CHRIS REMPEL, WYANDOTTE MUNICIPAL SERVICES ELECTRICAL DEPARTMENT OF PUBLIC SERVICES, 734-324-4481.  
 CONSTRUCT USU HMA SURFACE WITH 0.5" LEVELING COURSE AND 2" WEARWAL COURSE TO PROPOSED CONTIGUES TO FLOW TO CATCH BASINS.  
 WEARWAL COURSE TMA PG 69-28  
 WEARWAL COURSE 384 PG 36-28  
 CONCRETE SHALL BE MIDDY F-1 MIX



**PARKING LOT #4- PLAN VIEW**  
 REMOVAL PLAN  
 1" = 20'-0"

U.S. HARBOR LINE

**3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG**  
**1-800-482-7171**  
(MI 192) FOR THE LOCATION OF UNDERGROUND UTILITIES

**CITY OF WYANDOTTE - DEPT. OF ENGINEERING**  
 CITY ENGINEER - MAMVA KOWALEWSKI  
 3200 BIDDLE AVENUE SUITE 200  
 WYANDOTTE, MI 48182  
 PHONE: (734) 324-4535  
 FAX: (734) 324-4535

**2014 PARKING LOT PROGRAM**  
**VAN ALSTYNE & OAK STREET**

DATE: 1/22/14  
 DRAWN BY: RALPH HOPF  
 PROJECT NO.:

REVISIONS:

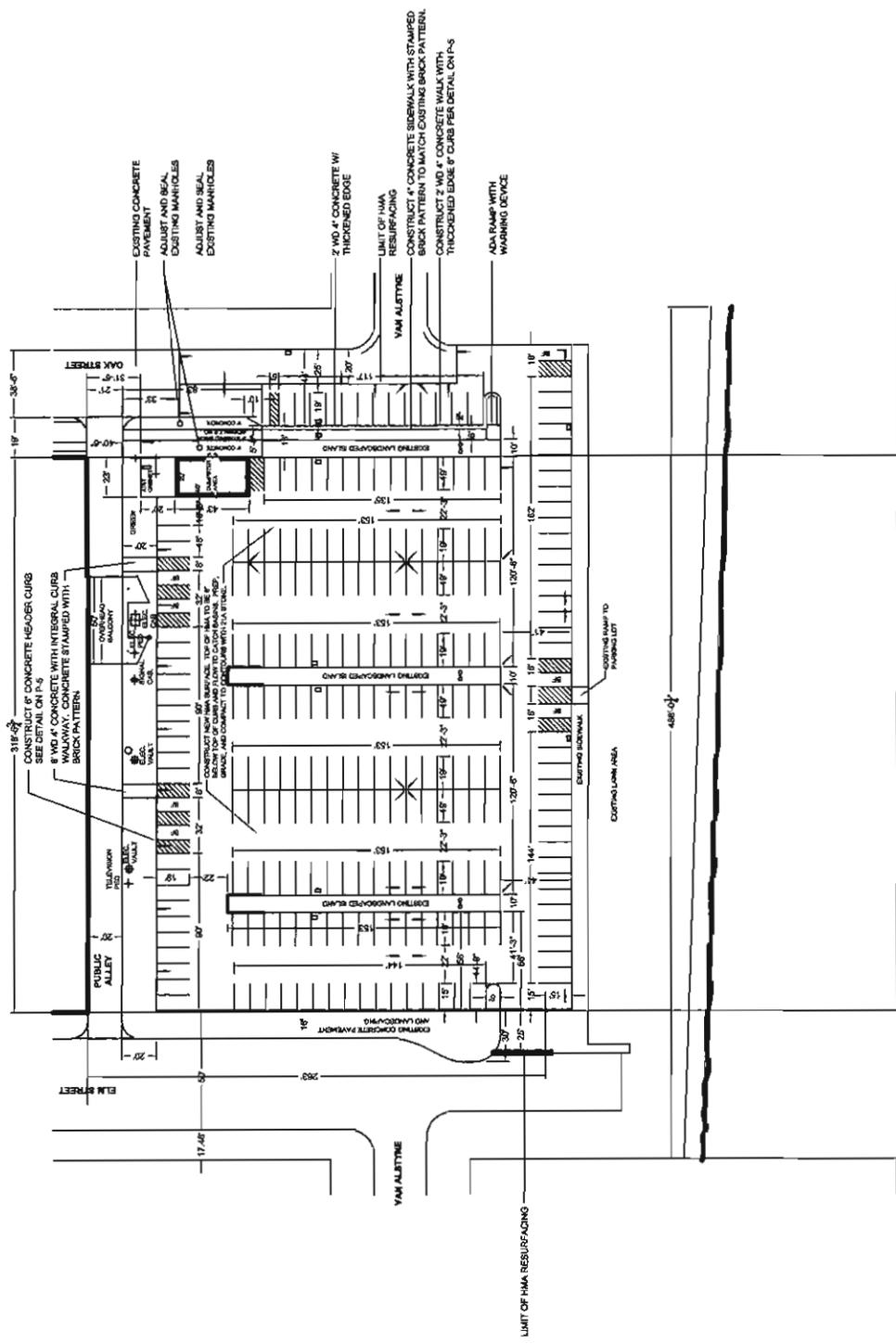
**P-5**

CITY OF WYANDOTTE, DEPT. OF ENGINEERING  
CITY ENGINEER - MARK A. KOMALEWSKI  
PHONE: (734) 324-4551  
FAX: (734) 324-4535  
3200 BIDDLE AVENUE SUITE 200  
WYANDOTTE, MI 48182

2014 PARKING LOT PROGRAM  
VAN ALSTYNE & OAK STREET  
VAN ALSTYNE LOT 4

DATE: 08/20/14  
DRAWN BY: RAJPH MOORE  
PROJECT NO.:

REVISIONS:



PARKING LOT #4- CONSTRUCTION PLAN  
 EXISTING PARKING SPACES: 251  
 PROPOSED PARKING SPACES: 246  
 1" = 20'-0"  
 NORTH

U.S. HARBOR LINE

RESOLUTION

Wyandotte, Michigan  
Date: August 11, 2014

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

RESOLVED BY MAYOR AND COUNCIL that Council hereby concurs in the recommendation of the City Engineer to approve the plan for the proposed reconstruction of the parking lot at Oak and Van Alstyne,

FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure.

FURTHER RESOLVED that this parking lot be included in the 2014 HMA Parking Lot Resurfacing Program.

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, Jr.	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 11, 2014

AGENDA ITEM #

11

**ITEM:** DEMOLITIONS BIDS for 239 & 230 Bondie Street

**PRESENTER:** Mark Kowalewski – City Engineer

*Mark Kowalewski 8-6-14*

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

**BACKGROUND:** Council directed the demolition of 239 and 230 Bondie Street after a show cause hearing on January 13, 2014. (Attached).

Bids were received on August 5, 2014, and Pro Excavation was determined to be the most qualified bid. See attached bids.

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

**ACTION REQUESTED:** Adopt a resolution concurring with the City Engineer selecting Pro Excavation as the contractor of record.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Expense the work form Account No. 492-000-041-000.

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

**COMMISSION RECOMMENDATION:**

**CITY ADMINISTRATOR'S RECOMMENDATION:**

*W. Dupdale*

**LEGAL COUNSEL'S RECOMMENDATION:**

**MAYOR'S RECOMMENDATION:**

*OK [Signature]*

**LIST OF ATTACHMENTS:** Council Resolutions from July 21, 2014; Summary of bids for demolition.

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



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

**JOSEPH PETERSON**  
**MAYOR**

July 22, 2014

**RESOLUTION**

Mark A. Kowalewski  
City Engineer  
3200 Biddle Avenue  
Wyandotte, Michigan 48192  
By Councilman Lawrence S. Stec  
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that WHEREAS a hearing was held on the 21st of July, 2014 where all parties were given an opportunity to show cause, if any they had, why the dwelling at 230 Bondie, Wyandotte should not be demolished, removed or otherwise made safe, AND BE IT FURTHER RESOVLED that the Council considered all reports and recommendations previously received by the City Council from the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing and at previously held Council meetings; AND BE IT RESOLVED that the City Council hereby directs that said dwelling located at 230 Bondie; Wyandotte should be DEMOLISHED and that the cost be assessed against the property in question as a lien. BE IT FURTHER resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty-one (21) days of the date of this resolution if they so desire.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy 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 July 21, 2014.

  
Maria Johnson  
Deputy City Clerk

CC: City Assessor, All interested parties

**OFFICIALS**

**William R. Griggs**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Thomas R. Woodruff**  
CITY ASSESSOR



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

July 22, 2014

**JOSEPH PETERSON**  
MAYOR

RESOLUTION

Mark A. Kowalewski  
City Engineer  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

By Councilman Lawrence S. Stec  
Supported by Councilwoman Sheri M. Fricke

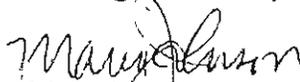
RESOLVED by the City Council that WHEREAS a hearing was held on the 21st of July, 2014 where all parties were given an opportunity to show cause, if any they had, why the structure at 239 Bondie, Wyandotte, should not be demolished, removed or otherwise made safe, and BE IT FURTHER RESOLVED that the Council considered all reports and recommendations of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND BE IT FURTHER RESOLVED that the City Council hereby directs that said dwelling located at 239 Bondie, Wyandotte should be DEMOLISHED and that the cost be assessed against the property in question as a lien. BE IT FURTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within twenty-one (21) days of the date of this resolution if they so desire.

YEAS: Councilmembers Fricke Miciura Sabuda Schultz Stec

NAYS: None

RESOLUTION DECLARED ADOPTED

I, Maria Johnson, Deputy 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 July 21, 2014.

  
Maria Johnson  
Deputy City Clerk

CC: City Assessor, All interested parties; Kevin P. Hammons, Trott & Trott, 31440 Northwestern Hwy Suite # 200; Farmington Hills, MI. 48334

	239 Bondie	230 Bondie
Pro Excavation	\$6,000	\$6,000
21st Century	\$6,300	\$7,200
Homrich	\$13,000	\$14,000

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: August 11, 2014

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

BE IT RESOLVED by the City Council that Council Concurs with the City Engineer in the following resolution.

A Resolution authorizing the acceptance of Pro Excavation's bid of \$6,000 for the demolition of 239 Bondie Street and 230 Bondie Street for \$6,000 from account 492-200-850-519. The cost will be assessed against 239 Bondie and 230 Bondie Street; AND

BE IT FUTHER RESOLVED that the parties of interest shall be forwarded a copy of this resolution by the City Clerk.

I move the adoption of the foregoing resolution.

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

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

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

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CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: August 11, 2014

AGENDA ITEM #

12

**ITEM:** Purchase Additional 96 Gallon Toters

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

*Mark Kowalewski 8-6-14*

**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. On February 1, 2014, the City's new ordinance regarding the use of a metal, durable plastic, or an approved container of equal material to be used for the collection of solid waste was effective. Therefore, the demand for leasing toters has increased. The Department of Public Service (DPS) desires to purchase an additional 288 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. The cost of \$13,461.12 (288 x \$46.74) to purchase these toters will be funded 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 288- ninety-six gallon carts at a cost of \$13,461.12 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:**

*Dupdal*

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

**MAYOR'S RECOMMENDATION:**

*OK*

**LIST OF ATTACHMENTS:** None

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: August 11, 2014

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

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer to purchase 288 – Ninety-Six Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$13,461.12 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	_____

# SHOW CAUSE HEARING

## PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that a hearing was held on August 11, 2013, where all parties were given an opportunity to show cause, if any they had, why the dwelling at 446 Pine, Wyandotte should not be demolished, removed or otherwise made safe; AND

BE IT FURTHER RESOLVED that the Council considered the communication dated September 12, 2012, and show cause hearings minutes dated January 30, 2013, November 6, 2013 and January 15, 2014, held with the Hearing Officer and the City Engineer's Office which are made part of this hearing and all other facts and considerations were brought to their attention at said hearing;

NOW THEREFORE BE IT RESOLVED that the City Council hereby directs that said dwelling located at 446 Pine, Wyandotte should be DEMOLISHED, and that the costs be assessed against the property in question as a lien; AND

Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY (21) days of the date of this resolution if they so desire; AND

BE IT RESOLVED if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property.

# SHOW CAUSE HEARING

## PROPOSED RESOLUTION

RESOLVED BY THE CITY COUNCIL that a hearing was held on 11<sup>th</sup> of August 2014, where all parties were given an opportunity to show cause, if any they had, why the structure at 143-149 Bennett, Wyandotte should not be demolished otherwise made safe, and

BE IT FURTHER RESOLVED that the Council considered the communication September 12, 2012, and inspection report dated April 20, 2011, and reinspected on June 22, 2011, and September 11, 2012, and show cause hearing minute of March 19, 2014, and the recommendation of the Hearing Officer and the City Engineer's Office and all other facts and considerations were brought to their attention at said hearing; AND

BE IT RESOLVED that the City Council hereby directs that said property located at 143-149 Bennett, Wyandotte should be demolished, and that all costs to remove this structure be assessed against the property in question as a lien. Be it further resolved that the parties of interest shall be forwarded a copy of this resolution forthwith so that they may appeal this decision to the Circuit Court within TWENTY (21) days of the date of this resolution if they so desire; AND

BE IT RESOLVED if the structure is not demolished within 60 days, then the City will proceed with demolition of said structure and assess the cost of same against said property.



Automatic Referral

WYANDOTTE CITY CLERK

2014 AUG -2 A 8:15

August 1, 2014

Dear City Clerk,

The Girl Scouts of Southeastern Michigan are requesting permission for Girl Scouts in your community to solicit for our annual Candy and Nut Sale & Cookie Sale. Girl Scouts, ages 6 - 17, primarily take product orders over the telephone or online; however, we do allow adult supervised door-to-door sales in cities where local ordinances permit direct canvassing.

Additionally, some local businesses allow troops to sell candy, nuts and cookies at their establishments. These "booths" are set up with the business owner's permission, and are supervised by adults.

The candy and nut sale dates for the 2014/2015 Girl Scout program year are:

October 1, 2014-November 23, 2014

Order taking only October 1, 2014-October 21, 2014

Direct & booth sales are October 21, 2014-November 23, 2014

The cookie sale dates for the upcoming 2015 Girl Scout program year are:

December 23, 2014 -March 31, 2015

Order taking only December 23, 2014-February 13, 2015

Direct & booth sales February 13, 2015-March 31, 2015.

We wish to cooperate with your community regarding any local restrictions which may exist. For your information, our State of Michigan Charitable Solicitation Number is MICS #9007.

We would appreciate your assistance in receiving the necessary permission for these sales as soon as possible. In your reply, please note any restrictions specific to your community. If we do not receive a response to this letter, we will assume your community does not have any restrictions on this type of solicitation.

Please forward all calls and correspondence to Luteesha Watson, Product Sales Specialist, at the above address and phone number (ext. 2297).

Thank you for your continued support of the Girl Scouts within your community.

Sincerely,

A handwritten signature in black ink, appearing to read "Amanda Kremer".

Amanda Kremer,  
Director, Product Sales Department

Girl Scouting builds girls of courage, confidence, and character,  
who make the world a better place.

**Girl Scouts of  
Southeastern Michigan**

Clinton Twp. Service Center  
42800 Garfield  
Clinton Twp., MI 48038

Detroit Service Center  
500 Fisher Building  
3011 W. Grand Blvd.  
Detroit, MI 48202

Flint Service Center  
2300 Austins Parkway  
Flint, MI 48507

Monroe Outreach Office  
28 S. Macomb St.  
Monroe, MI 48161

Port Huron Service Center  
2186 Water Street  
Port Huron, MI 48060

White Lake Service Center  
8545 Highland Rd.  
White Lake, MI 48386

800 482 6734  
gssem.org