

## **AGENDA**

### **REGULAR SESSION**

**MONDAY, SEPTEMBER 21, 2015 7: 00 PM**

**PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON  
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL GALESKI**

**ROLL CALL: FRICKE, GALESKI, MICIURA, SABUDA, SCHULTZ, VANBOXELL**

### **PRESENTATIONS:**

1. Wyandotte Beautification Commission - 2015 Beautification Awards
2. Marika Diamond, BASF - Neighbor to Neighbor Initiative

### **COMMUNICATIONS - MISCELLANEOUS**

3. Communication from Gilbert Rose, President, The Chelsea Group
4. Communication from Kristin McMaster, Principal, Washington Elementary School

### **PERSONS IN THE AUDIENCE**

### **NEW BUSINESS (ELECTED OFFICIALS)**

### **COMMUNICATIONS FROM CITY AND OTHER OFFICIALS**

5. Traffic Control Order 2015-04/Handicap Parking Signs/1042 Lincoln
6. DC Management & Environmental Contract/Clean Gun Range
7. Purchase of one All Traffic Solutions Shield Radar Speed Display
8. 2015 Concrete Street Restoration
9. Community Development Block Grant (CDBG) Program Agreement
10. Operating & Capital Budgets for Electric, Water, & Telecommunications
11. 2016 Spring Fling Yack Arena Rental Contract
12. Special Events:
  - a) Wyandotte Street Art Fair Sponsorship Contract
  - b) Our Lady of Fatima Rosary Rally Event Application
13. Accept resignation of Debby Harris, Recording Secretary of the Fire Fighter's Civil Service Commission

**CITIZENS PARTICIPATION**

**HEARINGS**

HEARING RELATIVE TO THE  
2016 FISCAL YEAR OPERATING BUDGET  
FOR THE CITY OF WYANDOTTE

**FINAL READING OF ORDINANCES:**

CITY OF WYANDOTTE  
2016 FISCAL YEAR BUDGET ORDINANCE  
"AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS  
REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF  
WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST THURSDAY OF  
OCTOBER, 2015. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION  
BILL FOR THE 2016 FISCAL YEAR"

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

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"AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO  
REZONE THE PROPERTY KNOW AS 1102 OAK STREET FROM ONE FAMILY  
RESIDENTIAL DISTRICT (RA) TO NEIGHBORHOOD BUSINESS DISTRICT (B-1)"

**REPORTS AND MINUTES**

Building Code Board of Appeals	September 14, 2015
Downtown Development Authority	September 8, 2015
Beautification Commission Meeting	September 9, 2015
Police Commission Meeting	September 8, 2015

**REGULAR MEETING**

Regular session of the City Council of the City of Wyandotte, the meeting was called to order at 7pm, Honorable Joseph R. Peterson presiding.

PRESENT: Councilpersons Fricke, Galeski, Sabuda, Schultz and VanBoxell  
 ABSENT: Councilperson Miciura

PRESENTATION: by Mayor Peterson dedicating the Council Chambers to William R. Griggs.

**COMMUNICATIONS MISCELLANEOUS****AGENDA ITEM #1**

Communication from Jackie Swearingen, a volunteer at the Wyandotte Clinic for the Working Uninsured, reminding citizens of the Third Annual Step It Up! Run for the Health of It! 5K and 1 Mile Run/Walk. This event will benefit the Wyandotte Clinic for the Working Uninsured and will occur on Saturday, September 26, 2015 in Downtown Wyandotte.

**AGENDA ITEM #2**

Communication from the Greater Detroit Chapter of the United Nations Association, located at 195 W. 9 Mile Road, Ferndale, MI, requesting the Mayor's Office to prepare an official proclamation recognizing the United Nations on the 70th Anniversary of its creation on October 24, 2015.

**AGENDA ITEM #3**

Communication from Leo Anne Briesa, from the Monguagon Chapter of NSDAR, requesting the Mayor's Office to prepare an official proclamation declaring September 17 to September 23, 2015 as Constitution Week.

**AGENDA ITEM #4**

Communication from Deborah Bloomfield, Life-Chain Chairman, 1811 Superior Blvd., Wyandotte, MI, notifying the city of their annual event, Respect Life Sunday, on October 4, 2015.

**AGENDA ITEM #5**

Communication from Tamme DeLisle, 658 Ford Ave., Wyandotte, MI, requesting permission to solicit for the Leukemia & Lymphoma Society on September 26, 2015 from 7am-5pm on the intersection of Eureka & Fort St.

**PERSONS IN THE AUDIENCE**

Helen Moczyński, 1767 Electric, submitting a petition to the Mayor and Council to contact the State of Michigan and request that the current fireworks law be amended to return to the previous law as the fireworks are dangerous, destructive, and disturbing to the citizens of Wyandotte.

**NEW BUSINESS (ELECTED OFFICIALS)**

None

**COMMUNICATIONS FROM CITY AND OTHER OFFICIALS****AGENDA ITEM #6**

Communication from Fire Chief, Jeffery Carley, requesting permission for the Wyandotte Firefighters to host their Annual Pancake Breakfast during this year's open house, which is scheduled for October 4, 2015 at Fire Station #1 (266 Maple). This year's Fire Prevention theme is "HEAR the BEEP where you SLEEP: Every bedroom needs a working smoke alarm"

**AGENDA ITEM #7**

Communication from City Engineer, Mark A. Kowalewski, recommending approval of the hiring of Thomas Chorkey as Code Compliance Official to provide Plumbing, Mechanical, and Fire Inspection for the City of Wyandotte's Upon Sale and Rental Inspection Program.

**AGENDA ITEM #8**

Communication from Dept. of Engineering Hearing Officer, Lou Parker, requesting the adoption of a resolution to set a public show cause hearing on October 5, 2015, at 7:00pm to determine if the property at 2032 3rd St. should be demolished.

**AGENDA ITEM #9**

City Engineer, Mark Kowalewski, received a request from the American Legion Post 217, 2817 Van Alstyne, to construct an 8' X 11' addition to the building for a handicap restroom. Since this is city-owned property, approval is needed by Mayor and Council to issue the required permits.

**AGENDA ITEM #10A**

Communication from Special Event Coordinator, Heather Thiede, requesting that Mayor and Council approve the entertainment contract for Larry Arbour in the amount of \$150 for the 2015 Music in the Park event.

**AGENDA ITEM #10B**

Communication from Special Event Coordinator, Heather Thiede, requesting that the Mayor and Council approve the Holiday Performance Contract as recommended by the submitting office and the DDA for the 2015 Holiday Event Season.

**AGENDA ITEM #10C**

Communication from Special Event Coordinator, Heather Thiede, requesting that the Mayor and Council approve the use of the city sidewalks and property by the Wyandotte Firefighters for the selling of merchandise on September 18, 2015 from 5pm-10pm.

**AGENDA ITEM #10D**

Communication from Special Event Coordinator, Heather Thiede, requesting that the Mayor and Council approve the use of city sidewalks, streets, and property for the September Third Friday and Special Event to be held on September 18, 2015. This will include the closure of multiple streets in the downtown area from 12:00pm on September 18 until 1:00am on September 19, 2015.

**CITIZEN PARTICIPATION: None****HEARINGS**

HEARING RELATIVE TO THE  
2016 FISCAL YEAR OPERATING BUDGET  
FOR THE CITY OF WYANDOTTE

**FIRST READING OF ORDINANCES:**

CITY OF WYANDOTTE  
2016 FISCAL YEAR BUDGET ORDINANCE  
\*AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS  
REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF  
WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST THURSDAY OF  
OCTOBER, 2015. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL  
FOR THE 2016 FISCAL YEAR\*

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

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\*AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO  
REZONE THE PROPERTY KNOWN AS 1102 OAK STREET FROM ONE FAMILY  
RESIDENTIAL DISTRICT (RA) TO NEIGHBORHOOD BUSINESS DISTRICT (B-1)\*

**REPORTS AND MINUTES**

Daily Cash Receipts	September 2-9, 2015
Downtown Development Authority	August 11, 2015
Fire Commission	July 28, 2015 & August 25, 2015
Police Commission	August 25, 2015
Planning Commission	June 18, 2015
Plumbing Board of Appeals	September 2, 2015
Zoning Board of Appeals and Adjustment	September 2, 2015

**RECESS****RECONVENE****PRESENT:** Councilpersons Fricke, Gateski, Sabuda, Schultz and VanBoxell**ABSENT:** Councilperson Miclura**RESOLUTIONS**

By Councilperson Fricke, supported by Councilperson Sabuda  
**RESOLVED** that the minutes of the meeting held under the date of August 31, 2015, be **APPROVED** as recorded without objection.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
**RESOLVED** by the City Council that the communication from Jackie Swearingen, Volunteer, Wyandotte Clinic for the Working Uninsured, regarding the 5K and 1 Mile run/walk to support the Wyandotte Clinic is hereby received and placed on file with copies to the Police and Fire Departments.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
**RESOLVED** by the City Council that the communication from David Sloan, President of the Greater Detroit Chapter of the UNA-USA, 195 W. 9 Mile Rd., Ferndale, MI, is requesting the City of Wyandotte to recognize the United Nations on the 70th anniversary of its creation on October 24, 2015, and **THEREFORE BE IT RESOLVED** that the City Council hereby directs the Mayor's Office to prepare a Proclamation to be presented to the Greater Detroit Chapter of the UNA-USA.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
**RESOLVED** by the City Council that the communication from Lee Anne Briesa, Constitution Week Chairperson, Monguagon Chapter, Daughters of the American Revolution, 6310 Winona, Allen Park, MI requesting the City of Wyandotte to declare September 17-23, 2015 as National Constitution Week in the City of Wyandotte is hereby **GRANTED** and hereby directs the Mayor's Office to prepare a proclamation to be presented by the Monguagon Chapter and for any churches and organizations that desire to; ring their bells on September 17, 2015 at 4:00 p.m. to show a sign of patriotism.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
**RESOLVED** by the City Council that the communication from Deborah Bloomfield, Life-Chain Chairman, 1811 Superior, Wyandotte, Michigan 48192 regarding the Respect Life Sunday, to be held on Sunday, October 4, 2015 is hereby received and placed on file with copies to the Police and Fire Departments.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
**RESOLVED** by the City Council that the communication from Tamme DeLisle, member of the Leukemia & Lymphoma Society, relative to solicitation for LLS in the form of fundraising at the intersection of Eureka Rd. and Fort St., within the Wyandotte City limits, is hereby received and placed on file, and **BE IT FURTHER RESOLVED** that Council **APPROVES** said request to solicit on Saturday, September 26, 2015 from 7am to 5pm provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that the City Council concurs with the Wyandotte Fire Commission in the following resolution: A Resolution granting permission to the Wyandotte Fire Fighters Local 356 to conduct their Annual pancake breakfast during the Wyandotte Fire Department Open House on October 4, 2015.

Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that City Council approves the hiring of Thomas Chorkey as a Contract Employee to perform Plumbing, Mechanical, and Fire Inspections with the Department of Engineering and Building for the Upon Sale and Rental Inspection Program; AND

BE IT FURTHER RESOLVED that City Council authorizes the Mayor and City Clerk to execute the Memorandum of Agreement between the City of Wyandotte and Thomas Chorkey to perform said services.

Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED by the City Council that whereas a show cause hearing has been held in the Office of the Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on June 17, 2015, and whereas the property owner or other interested parties, have been given opportunity to show cause, if any they had, why the structure at 2032 – 3<sup>rd</sup> Street has not had all property maintenance repairs made or has been demolished in accordance with the City's Property Maintenance Ordinance, and whereas the Hearing Officer has filed a report of his findings with this Council:

NOW, THEREFORE BE IT RESOLVED, that this Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on **October 5th, 2015** at 7:00 p.m., at which time all interested parties shall show cause, if any they have, why the structure has not been demolished or why the City should not have the structure demolished and removed at 2032 – 3<sup>rd</sup> Street.

AND BE IT FURTHER RESOLVED that the City Clerk shall give notice of said hearing ten (10) days before the hearing by certified mail, return receipt requested, and first class mail, in accordance with the provisions of Section PM-107.4 of the Property Maintenance Ordinance.

Notify: See Attached List

Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the request from the American Legion Post #217 to allow them to construct an addition to the building at 2817 Van Alstyne for a handicap bathroom, is hereby approved subject to: electrical service and meter issues at property be repaired or replaced within 30 days of today's date (September 14, 2015).

Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that City Council concurs with the Special Event Coordinator in the following resolution: A resolution to APPROVE the entertainment contract for Larry Arbour in the amount of \$150 for the 2015 Music in the Park event as outlined in the provided communication dated September 14<sup>th</sup> 2015.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda

BE IT RESOLVED that the City Council concurs with the Special Event Coordinator in the following resolution: A resolution to APPROVE the contract for Mr. and Mrs. Olszewski for the 2015 Christmas event season as outlined in the provided communication dated September 14, 2015, funds to be paid from the Christmas Parade Account and DDA Expense Account.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
 BE IT RESOLVED that the City Council concurs with the recommendation of the Special Events Coordinator to approve the use of city sidewalks and property by the Wyandotte Firefighters for the selling of merchandise on September 18th, 2015.  
 BE IT FURTHER RESOLVED that the Wyandotte Firefighters must sign a Hold Harmless Agreement.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
 BE IT RESOLVED that the City Council concurs with the recommendation of the Special Events Coordinator to approve the use of city sidewalks, streets, and property for the September Third Friday and Special Event to be held on September 18<sup>th</sup>, 2015 at the following locations:

- Biddle Avenue - from Eureka Rd. to Oak St.
- East of Biddle Ave
  - Sycamore St east of Biddle to alley
  - Maple St east of Biddle to alley
  - Elm St east of Biddle to alley
  - West of Biddle Ave
    - Sycamore St west of Biddle Coastal Thai Restaurant
    - Maple St west of Biddle to alley
    - Elm St west of Biddle to the alley at CVS Store remain closed until 1 am
    - 1st St – please allow for traffic to access Oak St public parking lot, but closed starting at the last approach near Chelsea Men's Store remain closed until 1 am.
    - Gravel parking lot at old city hall to accommodate the placement of a dumpster and portable restrooms.

BE IT FURTHER RESOLVED that the streets be closed from the hours of 12:00 PM (September 18th) to 1:00 AM (September 19th) AND  
 FURTHER RESOLVED that the group shall add the City of Wyandotte as an additional insured and sign a Hold Harmless Agreement.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
 RESOLVED by the City Council that the city requests that the State of Michigan rescind the current state law regarding fireworks due to the negative impact of the setting off of the fireworks on the quality of life for the citizens of the city and the harmful effects on pets and the fire hazards created by said fireworks.  
 BE IT FURTHER RESOLVED that this resolution together with the petition submitted to the city council on September 14, 2015, be submitted to the Governor's office together with our state senator and state representative.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
 RESOLVED that the total bills and accounts of \$1,594,944.84 as presented by the Mayor and City Clerk are hereby APPROVED for payment.  
 Motion unanimously carried.

By Councilperson Fricke, supported by Councilperson Sabuda  
 RESOLVED, that the meeting be adjourned at 7:55 p.m.  
 Motion unanimously carried.

  
 Lawrence S. Stec, City Clerk

**PRESENTATIONS BY:**

**WYANDOTTE BEAUTIFICATION COMMISSION  
2015 BEAUTIFICATION AWARDS**

①

**MARIKA DIAMOND, BASF  
NEIGHBOR TO NEIGHBOR INITIATIVE**

②

September 15, 2015

www.chelseamenswear.com • www.willowtreefashions.com  
2944 BIDDLE AVE., WYANDOTTE, MICHIGAN 48192  
734.285.7020 • 734.285.0895 (FAX)

TO: Honorable Mayor and Council  
City of Wyandotte  
Wyandotte, MI 48192

3

FROM: Gilbert Rose  
President, The Chelsea Group LLC

Gentlemen:

This letter will serve as a formal and urgent request that Mayor and Council re-consider their earlier decision to restrict the use of our collapsible tent in front of the Willow Tree store and by resolution grant us permission on a daily basis, as we see fit, to responsibly use that tent as part of our marketing plan, subject to the following terms and conditions:

1. We have already signed a Hold Harmless Agreement with the City, but would gladly sign another more specific agreement if the City wishes to provide one.
2. We are prepared to give the City a certificate of insurance naming the City as an additional insured and indemnifying the City from any potential liability that might result from the use of that tent. A copy of such a certificate is attached for your consideration.
3. Attached are various photos showing that our tent does not block the sidewalk at all and has very little impact on the flow of pedestrian traffic at the corner of Biddle and Elm. About half of the tent fits under the Willow Tree canopy, and there is plenty of room, as the photos clearly illustrate, for people to pass on all sides. And, since the tent is open on both sides, pedestrians can even pass through the tent if they want to take a short-cut. Our pledge to you, therefore is to maintain these conditions so that there will be no impediment whatsoever to pedestrian traffic in front of the Willow Tree store.
4. Regarding Wayne County, I have spoken with County Commissioner Joe Palamara about the tent issue, and he advises that once such a resolution passes Council it would be forwarded to the County for approval. Based on what he has observed, he indicated to me that he did not foresee a problem at the County level.

Finally, I have enclosed a group of photos of the Willow Tree building in 1967 when we acquired it. It had previously been the site of five failed businesses, Kinsel Drugs, Dot Discount, Father & Son Shoes, Latta Insurance and Protection Loan Company. I'm sure we would all agree that the building looks better today than in 1967, and that the Willow Tree store and the Willow Tree Lofts apartments on the second floor make a positive, upscale statement about our community.

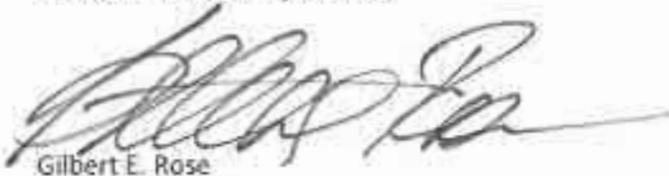
Sadly, we have experienced a decline in sales activity since we were forced to remove our tent in front of the Willow Tree store. Surely, Mayor and Council would agree that it's far better to have a healthy, productive retail store at that site than a vacant building. And, unfortunately, I must tell you that from the day we stopped putting our tent out we have noticed a perceivable decline in customer traffic in the store.

As I said in my earlier letter to you, doing business in a town like Wyandotte is not an easy proposition. Most of Downriver's growth is occurring to the West and South of Wyandotte. Witness the impending departure of DRC Contract Cleaning and DA Home Improvement from their Wyandotte locations to Brownstown Township. In short, businesses tend to go where the people are, and Wyandotte, though we love it dearly, is not sufficiently busy to successfully sustain many businesses, ours included.

When we came to town in 1943, Downtown Wyandotte ("Uptown" as we called it in those days) was the very hub of retail activity in the Downriver community. There were no vacancies anywhere, and it was wall-to-wall people on the sidewalks every Friday evening. But that was long before regional malls, big box centers, national discount chains and the internet. Today, it's a Darwinian struggle and only the very fittest will ultimately survive in a venue like our downtown. I can personally assure you that maintaining profitability is a delicate balance and the level of commitment required to succeed is formidable. I'm certainly not exaggerating and I'm not complaining, but that is most certainly the reality of retailing in Downtown Wyandotte in 2015.

And so I most respectfully but urgently request that you give us back the responsible use of our tent and help us to survive and thrive in Downtown Wyandotte. All of the tools and accoutrements that businesses use and need — swinger signs, flower pots, tables, chairs, umbrellas, flags, pennants, awnings, digital signs, works of art, the Merrill Lynch bull, even tents — all are good for business, actually they're essential for business, and they give our downtown much of its character and personality. Please don't hamstring us or make it more difficult for us to survive by over-regulating and over-restricting, as you end up doing a disservice not only to us but to the City as a whole. And, though I'm sure it would be an unintended consequence, you just may be helping to put some of us out of business.

Yours for a better Wyandotte,

A handwritten signature in black ink, appearing to read "Gilbert E. Rose". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Gilbert E. Rose

Enclosures (5)



# CERTIFICATE OF LIABILITY INSURANCE

NEWTO-1

OP ID: AH

DATE (MM/DD/YYYY)  
08/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

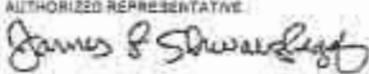
<b>PRODUCER</b> TDC Risk Management CA Lic # 0H27258 1440 Arrowhead Dr. Mazumee, OH 43537 Thomas E. Hopkins, CPCU, AIC	Phone: 419-891-9999 Fax: 419-794-7571	<b>CONTACT NAME</b> Alyssa Emch PHONE (A/C No. Ext): 419-794-3085 FAX (A/C No.): 419-794-7180 EMAIL ADDRESS: aemch@tdcriskmanagement.com	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #
	<b>INSURED</b> Newton Investment Company, LLC 2944 Biddle Ave Wyandotte, MI 48192	<b>INSURER A:</b> HomeOwners Insurance NAIC # 26638	<b>INSURER B:</b> AutoOwners Insurance Co. NAIC # 18988

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

WTR LTR	TYPE OF INSURANCE	APPLICABLE (YES/NO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASS-MADE <input checked="" type="checkbox"/> OCCUR	X	05493734	05/17/2015	05/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALLOWED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTIONS 10000		4949079400	05/17/2015	05/17/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TOBY/LABTS OYS-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The City of Wyandotte is named as additional insured in regards to liability arising out of the operations of the insured on city sidewalk outside their premise at 3000 Biddle Ave.

<b>CERTIFICATE HOLDER</b>  City of Wyandotte	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE: 

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Gilbert Rose

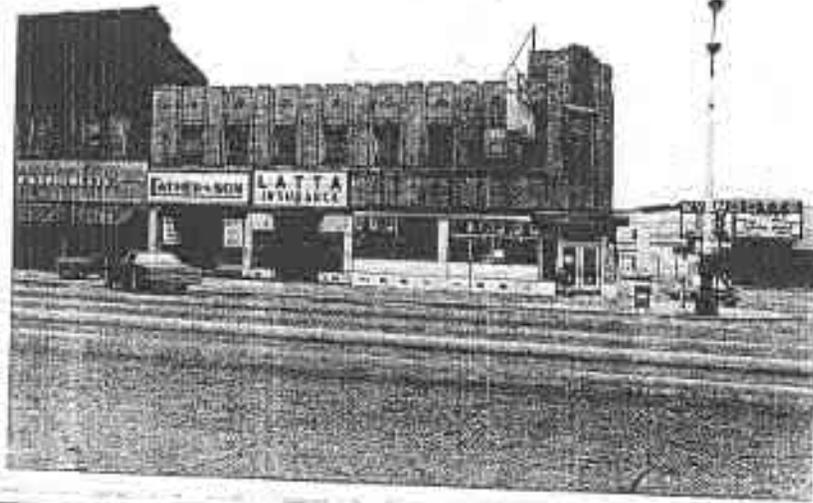
From: Janelle Rose <janelle@wyan.org>  
Sent: Wednesday, August 19, 2015 2:00 PM  
To: grose@wyan.org  
Subject: Our tent







From 1967



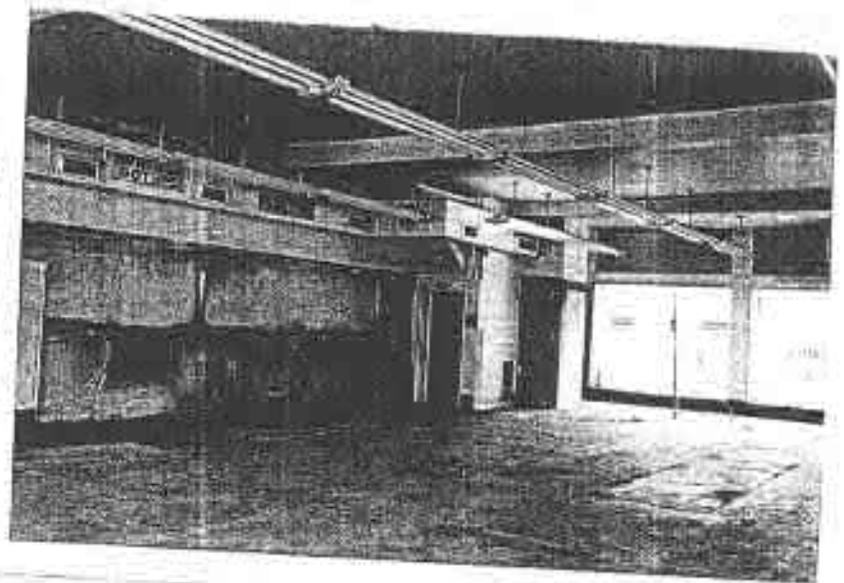
EMPTY KINSEL'S DRUG LOCATION



FUTURE HOME OF "WILLOW TREE"



KINSEL'S DRUGS



INSIDE VIEW OF STORE BEFORE "WILLOW TREE"

**RESOLUTION**

DATE: 9-22-15

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

RESOLVED THAT the communication from Gilbert E. Rose, President, The Chelsea Group LLC, be referred to the Legal Department and Engineering for report back to Mayor and Council on October 5, 2015.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

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## Washington Elementary School

1440 Superior Boulevard · Wyandotte, Michigan 48192 · (734) 759-6100 Fax (734) 759-6109



4

Kristin McMaster

Principal

(734) 759-6100

September 15, 2015

Mayor Joe Peterson  
Wyandotte City Council  
3200 Biddle  
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council:

On Friday, October 9, 2015 Washington Elementary will be holding its annual Literacy Walk. We are requesting to have Superior Blvd., between 14<sup>th</sup> Street and 15<sup>th</sup> Street, closed between the hours of 8:45 a.m. and 10:30a.m. on that date.

We are looking forward to hearing from you regarding this matter so that we can continue to make definite plans for our walk.

Thank you so much for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Kristin McMaster".

Kristin McMaster  
Principal

**RESOLUTION**

DATE: 9-22-15

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

RESOLVED THAT the request from Washington Elementary School to hold its annual Literacy Walk on Friday, October 9, 2015 and the request to close Superior Blvd. between 14th Street and 15th Street from 8:45 A.M. to 10:30 A.M. be granted pending approval of Police, Fire and Department of Public Services.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

YEAS

COUNCIL

NAYS

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**MAYOR**  
Joseph R. Peterson

**CITY CLERK**  
Lawrence S. Stac

**TREASURER**  
Todd M. Browning

**CITY ASSESSOR**  
Thomas R. Woodruff



5

**CITY COUNCIL**  
Sheri Sutherby Fricke  
Daniel E. Galeski  
Ted Micura, Jr.  
Leonard T. Sabuda  
Donald C. Schultz  
Kevin VanBoxell

**DANIEL J. GRANT**  
CHIEF OF POLICE

September 8, 2015

Mayor and City Council  
City of Wyandotte  
3200 Biddle Avenue  
Wyandotte, MI 48192

Dear Honorable Mayor and City Council Members:

**SUBJECT: TRAFFIC CONTROL ORDER 2015-04**

After review, the Traffic Bureau and Officer Zalewski recommend the installation of "Handicap Parking Signs" in front of 1042 Lincoln, Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Officer Zalewski, this letter serves as a recommendation for Council support of Traffic Control Order 2015-04 as specified on said order.

If there are any additional questions, please feel free to contact my office at extension 4424.

Sincerely,

Daniel J. Grant  
Chief of Police

# City of Wyandotte Traffic Control Order

TRAFFIC CONTROL ORDER # **2015-04**

Parking   
Speed   
Signs to be installed   
Other

## ORDER TO PLACE SIGNS REGULATING TRAFFIC

*The Police and Fire Commission, after having caused an engineering and traffic investigation to be conducted, do hereby direct pursuant to the City of Wyandotte Michigan Code of Ordinance, Chapter 35, Article II, and in conformance with the Michigan Uniform Traffic Code, as amended and adopted by the City of Wyandotte, Michigan.-*

The installation of:

- "Handicap Parking Signs" at 1042 Lincoln

**This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.**

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN

*John Chavis* DATE: 9-8-15

FILED WITH CITY CLERK, BY CHIEF OF POLICE DANIEL GRANT, CITY OF WYANDOTTE, MICHIGAN

*Daniel Grant* DATE: 9-9-15

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE: \_\_\_\_\_

## CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

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

Signature

Copy Forwarded To: Wyandotte City Clerk and Department of Public Works

# City of Wyandotte Traffic Control Order

TRAFFIC CONTROL ORDER # **2015-04**

Parking   
Speed   
Signs to be installed   
Other

## ORDER TO PLACE SIGNS REGULATING TRAFFIC

*The Police and Fire Commission, after having caused an engineering and traffic investigation to be conducted, do hereby direct pursuant to the City of Wyandotte Michigan Code of Ordinance, Chapter 35, Article II, and in conformance with the Michigan Uniform Traffic Code, as amended and adopted by the City of Wyandotte, Michigan,:*

The installation of:

- "Handicap Parking Signs" at 1042 Lincoln

**This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.**

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN

*John C. Harris*

DATE: 9-8-15

FILED WITH CITY CLERK, BY CHIEF OF POLICE DANIEL GRANT, CITY OF WYANDOTTE, MICHIGAN

*Daniel Grant*

DATE: 9-9-15

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE: \_\_\_\_\_

## CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

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

Signature

Copy Forwarded To: Wyandotte City Clerk and Department of Public Works

**RESOLUTION**

DATE: 9/21/2015

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

RESOLVED by the City Council that Council CONCURS with the recommendation of the Chief of Police and Traffic Bureau as set forth in Traffic Control Order 2015-04 for the installation of "Handicap Parking Signs" in front of 1042 Lincoln, Wyandotte, MI. 48192.

AND BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said sign.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

**COUNCIL**

**NAYS**

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CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 21, 2015

AGENDA ITEM # 6

**ITEM:** Contract the Services of DC Management & Environmental to clean gun range

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

**INDIVIDUALS IN ATTENDANCE:** Dan Grant



**BACKGROUND:** The Police Department gun range which is located on the ground level has an armored steel bullet stop with 3-feet of ground truck tires in front of the steel surface which absorbs and stops the metal bullets fired during firearms training. Since we have moved into the police facility we have not had to remove any of the bullets from the rubber bullet-trap barrier and with years of training we are now starting to notice some "blow-back" or ricochet of bullets which means that the spent bullets need to be removed from the bullet trap area. We had one company, Wolverine Shooting Sports, located in Brownstown, Mi. indicate that they can clean the range and after an on-site assessment they stated that they do not have the proper equipment to remove the metal bullets. We were directed to DC Management & Environmental Services, Inc. (DCME) in Minneapolis, MN. which is a company which has cleaned other bullet-traps in our area. They are the only company that we could locate to perform a clean-up of our range and they have quoted a price of \$2,780.00 since they will be in our area on November 19<sup>th</sup>.

**STRATEGIC PLAN/GOALS:** By utilizing this company to remove the metal bullets from the bullet trap on our indoor shooting range, we are eliminating future hazards to our staff attributed to potential ricochets of bullets fired during training. Conducting the training in firearms and maintaining a safe work environment is essential and is consistent with the City of Wyandotte's strategic plan.

**ACTION REQUESTED:** City Council approval for contracting the services of DC Management & Environmental Services, Inc. for the range clean-up in the amount of \$2,780.00.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The funds for contracting the services of DCME has been approved in the current budget.

**IMPLEMENTATION PLAN:** If approved by the City Council, the work order will be forwarded to DCME and when they are in our area on or about November 19, 2015, the range bullet-trap will be cleaned of all spent metal bullets.

**COMMISSION RECOMMENDATION:** The Police Commission has received this proposal and approved contracting their services at their regular meeting.

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

\_\_\_\_\_  
(Todd Drysdale, City Administrator)

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

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

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

**LIST OF ATTACHMENTS:** 1. Price Quote and scope of work from DCME.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: September 21, 2015

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

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Chief of Police to contract the services of DCME to remove the metal bullets from the Police Department gun range bullet trap.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that this expenditure will be paid from our Equipment Maintenance Account 101-301-825-430.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

Nov 19-20

8:15 AM



DC MANAGEMENT &  
ENVIRONMENTAL SERVICES, INC.  
P. O. Box 8356  
Minneapolis, MN 55408

May 12, 2015

Sergeant Charles Seeley  
Wyandotte Police Department  
2015 Biddle Ave.  
Wyandotte, MI 48192

RE: Proposal 15MY1201  
Wyandotte Police Department  
Grantex Rubber Cleaning of a 5 Position Super Trap Style Indoor Trap

Dear Sergeant Seeley,

Attached herewith please find Work Proposal Agreement 15MY1201 for the Grantex rubber cleaning of a 5 position Super Trap Style rubber trap to be performed at the indoor firing range in Wyandotte, MI. We herewith offer our quotation price of \$ 2,780.00 for said scope of work if completed during one visit to the facility, based upon DCME being in the Michigan area to perform this work.

Payment terms are 100% due within 30 days from date of invoice.  
Pricing provided for this proposal is valid for 6 months, unless otherwise negotiated.

If this agreement meets with your acceptance, please sign and date in the space provided on the last page.

I appreciate the opportunity to provide this proposal for this most important project.  
If you have any questions, please call me on my cell phone at 612-309-0488 or send a fax to 952-943-0011.

Yours truly,  
*Dick Crowell*

Richard B. Crowell,  
President  
Enclosure

Disposal Requirements, Continued:

5. The waste generated on this project will be disposed of in an EPA approved landfill.
6. All general debris will be disposed of in waste containers provided by the Wyandotte Police Department.

Staffing Requirements:

DCME will provide hazmat trained personnel to perform the above scope of work. Such personnel will:

1. Be trained supervisors and workers for lead and other hazardous wastes.
2. Work under a site specific health and safety plan.
3. Conduct air monitoring during the work phase of the project.
4. Perform work under an approved respiratory program.
5. Meet medical monitoring programs as defined by federal regulations.

Length of Work:

The above scope of work will take two working days to complete.

3.1 Payment. In consideration of the above, the customer agrees to pay DCME within 30 days of the rendered services, the sum of \$ 2, 780.00 USD for the visit provided under this agreement, plus any additional services as authorized by the customer.

4.1 Extra Services Provided. The following price list will apply to any additional services as may be authorized by Wyandotte Police Department.

Disposal of one 55 gallon drum of hazardous waste \$ 590.00

5.1 Modifications. Any modifications to this proposal must be completed in writing and signed by both parties. Failure to properly modify this proposal will be considered a breach of contract.

Work Proposal Agreement  
Quote Number# 15MY1201

DC Management & Environmental Services, Inc. (DCME) is pleased to present the following work proposal agreement for your consideration.

Customer: Wyandotte, MI Police Department

Location: Wyandotte, MI

Project Description: Lead Removal of a 5 Position Super Trap Style Indoor Trap

**1.1 The agreement.** Under the terms of this agreement, DCME representatives will provide all labor at prevailing wages, travel expenses, supplies, etc. to perform the work described below. Scheduling of this contract is pre-scheduled by the customer by month, two consecutive days is the decision of both parties mutual agreement.

**2.1 The work.** DCME will perform the following services:

Detail Scope of Work:

DCME personnel would perform the following scope of work at the indoor range in Wyandotte, MI.

1. Remove approximately 50% of the rubber (approximately 2.5 cubic yards) in each of the 5 firing positions of the indoor range. This process will remove approximately 95% + of the bullets in the trap. Separate the lead bullets from the rubber and place the rubber back in the trap.
2. Refill the front reserve bins of the trap.
3. Containerize the lead bullets in containers provided by DCME to be taken to an authorized lead recycler by DCME.
4. Inspect bullet trap components for wear / damage and compare with manufacturers specifications and inform range master of any defects.
5. DCME personnel will HEPA vacuum or wipe down the concrete floor, the walls up to 10' high, the intake vents over the trap, the target tracks and carriers of the firing range.
6. DCME personnel will HEPA vacuum approximately 200 square feet of floor outside of the entrance to the range.
7. DCME personnel will vacuum or wipe down all horizontal and vertical surfaces from the firing line to the back wall and from the bottom of the safety ceiling to the floor.

Disposal Requirements:

DCME will be responsible for the disposal of Project Derived Wastes generated on site as follows:

1. DCME will provide drums or containers for the recycling of the lead at a metal recycler.
2. DCME will retain all remuneration received for the lead recycled.
3. DCME will provide one UN-DOT approved drum for the Project Derived lead contaminated wastes generated from the project. DCME will not be responsible for the disposal of this waste, unless the option for DCME to handle the waste.
4. Wyandotte Police Department will be the generator of this waste and will be responsible for the disposal of this waste. An authorized agent for the facility will be required to sign the waste manifest along with providing an EPA Identification Number.

Work Proposal Agreement  
Quote Number# 15MY1201  
Continued: Page 3

DCME is pleased to present this agreement for your consideration. If the terms and conditions of this agreement meet with your approval, please sign below.

Approved: \_\_\_\_\_

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

Prepared by:  
DC Management & Environmental Services, Inc. Phone: 952-943-0010  
P.O. Box 8356 Fax: 952-943-0011  
Minneapolis, MN 55408 Cell Phone: 612-309-0488  
Federal ID # 41-1906066 email: rcdeme@aol.com

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

MEETING DATE: September 21, 2015

AGENDA ITEM #

7

**ITEM:** Purchase of Shield Radar Speed Display from All Traffic Solutions

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

**INDIVIDUALS IN ATTENDANCE:** Dan Grant



**BACKGROUND:** The Police Department frequently receives calls from our residents relating to vehicles speeding through our neighborhoods or we are required to conduct vehicle traffic counts which are needed for traffic studies. We have evaluated radar trailers and the smaller devices for assisting with conducting these traffic surveys and the most feasible and effective device for our community is the All Traffic Solutions Shield Radar Speed Display device which easily mounts on a standard traffic sign post. We have looked at the same device which has been used by the Southgate Police department for several years and their device has been an asset to their community for many years. The battery operated device which securely mounts on a sign post can give vehicle counts while logging the speed of every vehicle which passes down the street noting the time of travel, the average speed, the median speed, and the high/low for the survey period. The data can be easily downloaded on one of our computers and printouts can be produced to determine if problems exist relating to traffic violators on that street. This will be a single source vendor as we are purchasing the device directly from the manufacturer.

**STRATEGIC PLAN/GOALS:** By utilizing this new radar device we will no longer need to have an Officer present to conduct such traffic surveys which will be done with this automated device. It will also enable our staff to conduct effective surveys to determine if certain areas in the City of Wyandotte do have an issue with speeding vehicles requiring the assigning of personnel to conduct selective enforcement which is consistent with the City of Wyandotte's strategic plan.

**ACTION REQUESTED:** City Council approval for the purchase of one All Traffic Solutions Shield Radar Speed Display device in the amount of \$4,300.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The funds for the purchase of the All Traffic Solutions Radar Speed Display has been approved in the current budget.

**IMPLEMENTATION PLAN:** If approved by the City Council, the order will be placed with All Traffic Solutions and when the system is delivered the necessary training will be completed with the Officers and it will be placed into use immediately.

**COMMISSION RECOMMENDATION:** The Police Commission has received this proposal and approved the purchase at their regular meeting.

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

\_\_\_\_\_  
(Todd Drysdale, City Administrator)

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

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

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

**LIST OF ATTACHMENTS:**

1. Price Quote from All Traffic Solutions.
2. Information flyer on product.
3. Sample data sheet from City of Southgate.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: September 21, 2015

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

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Chief of Police to purchase one Shield Radar Speed Display device from All Traffic Solutions which is the sole source vendor for this system.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that this expenditure will be paid from our Other Equipment Account 101-301-850-540.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



*A sign of the future.\**

All Traffic Solutions  
 Div of Intelligent Control Systems, LLC  
 3100 Research Drive  
 State College, PA 16801  
 Phone: 814-237-9005  
 Fax: 814-237-9006

Tax ID: 25-1887906  
 GSA # GS-07F-6092R

## QUOTE Q-14294

DATE/TIME: 8/8/2014 PAGE NO: 1  
 1:58:47 PM

For Questions contact:

Manufacturer:  
 All Traffic Solutions  
 Julie Styskin  
 866-366-6602 x250

Independent Sales Rep:

**BILL TO:**  
 Wyandotte Police Department  
 2015 Biddle Ave  
 Wyandotte, MI 48192

**SHIP TO:**  
 Wyandotte Police Department

Attn: Brian Zalewski

**PAYMENT TERMS:** Net 30  
**CUSTOMER:** 210430  
**CONTACT:** (734) 324-4405

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000581	Shield 12 Speed Display; base unit w/ mounting bracket	1.00	\$3,150.00	\$3,150.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1.00	\$1,500.00	\$1,500.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Massage Suite)	1.00	\$0.00	\$0.00
4000613	LFP Power kit, 10Ah battery, internal power controller, charger with connector	1.00	\$400.00	\$400.00
4000641	Shipping	1.00	\$50.00	\$50.00
4000767	Base Model CREDIT, speed display; requires min 1 yr SmartApp Traffic Suite	1.00	(\$800.00)	(\$800.00)

Special Notes:

Sh12 - LFP battery with charger - mount plate - "YOUR SPEED" sign - All features activated perpetually (Bluetooth - Data - Strobe and Imaging) - 1 year of web services (SmartApps) to all 6 Apps (Remote Management - Imaging - Data - Alerts, Mapping and Premier Care warranty) - shipping and training.

**SALES AMOUNT:** \$4,300.00  
**SHIPPING:**  
**TOTAL:** \$4,300.00

Duration: This quote is good for 120 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB factory. Shipping charges may apply.

Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances.



**ALL TRAFFIC SOLUTIONS**



*A sign of the future.*

## Shield Radar Speed Display

Our Shield family of Radar Speed Displays is the ideal choice when portability is paramount. These incredibly compact, lightweight signs can be mounted virtually anywhere. At only 12 lbs., including mount, the Shield 12 is the most durable, portable sign on the market. You'll get better results because you'll use it more often.

### Product highlights

#### EXTREME PORTABILITY

Built for ease of use, it's the lightest, most portable sign available anywhere...and it still meets the MUTCD minimum 12" digit size.

#### SIMPLE, UNIVERSAL MOUNTING

In less than 30 seconds, one person can mount to U-channel, square channel, round poles, trailers, and hitch mounts using the integrated mounting system.

#### CLOUD-BASED MANAGEMENT

Easily manage your equipment and traffic safety program from anywhere, anytime with SmartApps (see reverse) or have us connect to your equipment in the field to assist with setup, training or troubleshooting.

#### INVALUABLE DATA MANAGEMENT AND ANALYSIS

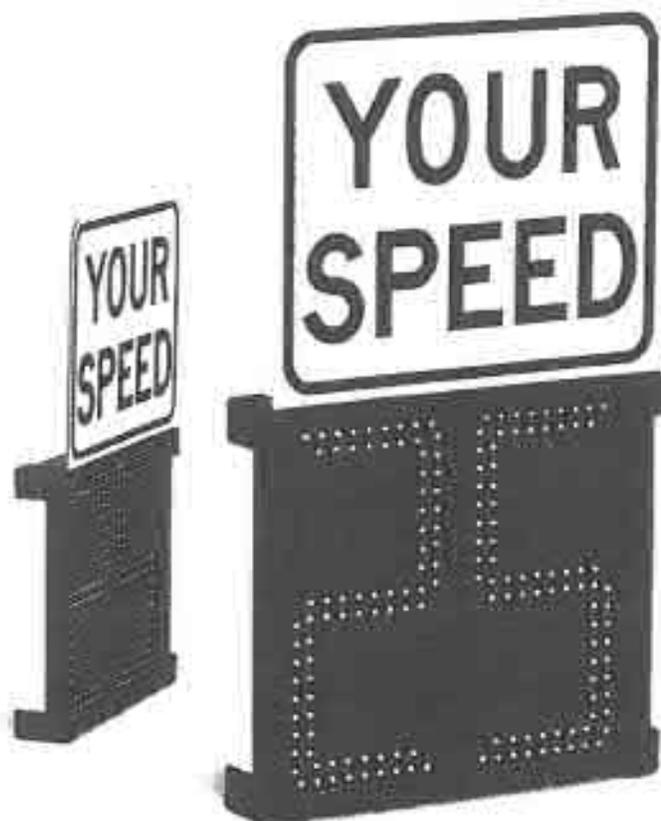
Leverage our web-hosted database to store your traffic data at no charge. Focus your time & efforts on improving outcomes, not organizing files and maintaining software.

#### AMAZING BATTERY LIFE

Achieve up to several weeks of run time. A dedicated compartment allows all-weather battery replacement.

#### DURABLE CONSTRUCTION

The welded aluminum enclosure, concealed mounting hardware, shatterproof Lexan and graffiti-resistant powder-coat make it super tough.



### Product specs

#### Product Specs

##### Shield 12, 12s

Digit Size: 12" Digits (MUTCD min.)  
 Dimension: 13.5" H x 15.5" W x 2.6" D  
 Weight: 12 lbs (incl. mount)  
 For speeds up to 25mph (Shield 12s)  
 For speeds up to 45mph (Shield 12)

##### Shield 15

Digit Size: 15" Digits (3 metric digits)  
 Dimension: 17" H x 24" W x 2.6" D  
 Weight: 18 lbs (incl. mount)  
 For speeds up to 55mph

#### Common Hardware Upgrades

Datalogging, Bluetooth, Violator Alert, Pictures, Linking, Metric

866-366-6602 • alltrafficsolutions.com

JONATHAN  
 ZIMMERMANN 866 366-6602  
 EXT # 250



*A sign of the future.*

## SmartApps™

Leverage the power and convenience of the Internet with SmartApps, All Traffic Solutions' latest innovation. SmartApps work across our entire product line and make it easy to manage your traffic program—from anywhere, anytime and without any IT involvement.



## SmartApps: Traffic Suite

All the SmartApps you need for effective and efficient traffic program management. SmartApps can also be purchased individually.

### MAPPING

Manage your entire program through an intuitive visual interface:

- Interactive map provides a window to all system information and functions
- Select "layers" of info important to you
- Identify where equipment is, or isn't

### REPORTING

Save time collecting, organizing, compiling and distributing information:

- Automated, daily uploads of new data into a centralized, SAS70-certified environment
- Identify trends to allocate resources and be proactive

### EQUIPMENT MANAGEMENT

Stop wasting time driving to equipment to update and monitor it:

- Check status and change settings from any Internet-connected computer
- Respond immediately to changing situations
- GPS monitors planned and unplanned moves

### IMAGE MANAGEMENT

Achieve greater awareness, including alarms or request generated images:

- Capture images based on speeds, tampering, time intervals or upon request
- Supplement alerts with visual details
- Review, edit and act on useful images

### ALERTS

Specify when and whom you'd like notified upon occurrence of certain conditions:

- Receive email or text as events happen
- Be aware of low batteries, high speeds, tampering, congestion and more
- Vary recipients by equipment location

### PREMIERCARE

Get a perpetual warranty, damage insurance and remote diagnostics:

- Perpetual warranty for duration of subscription
- 50% discount on repairs and parts
- Real-time remote diagnostic monitoring
- Automatic firmware updates



CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 21, 2015

AGENDA ITEM #

8

ITEM: Department of Engineering - 2015 Concrete Street Reconstruction

PRESENTER: Mark A. Kowalewski, City Engineer

*Mark Kowalewski 9-16-15*

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Department of Engineering has met with G. V. Cement Contracting Co. regarding extension of their contract for concrete street repair and reconstruction work on Central Street in the City of Wyandotte. Mr. Vince Vitale, president of G. V. Cement Contracting Company, has indicated that G. V. Cement can perform the 2015 Concrete Street Reconstruction at the unit rates set forth in the contract with the City for the 2015 Concrete Street and Alley Repair, File #4672. The conditions of the contract extension would be as set forth in the attached Amendment to Contract.

STRATEGIC PLAN/GOALS: This work 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 contract extension.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The work will be funded from the 2015-2016 budget year Major Street Fund Account 202-440-825.460 (\$342,835.00).

IMPLEMENTATION PLAN: If approved by Council, authorize Mayor and Clerk to sign said Amendment to Contract.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: *Shirleydale*

LEGAL COUNSEL'S RECOMMENDATION: *W. Both (Reviewed Contract)*

MAYOR'S RECOMMENDATION:

*Joseph R. Peterson*

LIST OF ATTACHMENTS: Amendment to Contract 2015 Concrete Street and Alley Repair and Reconstruction Program, File #4672.

**AMENDMENT TO CONTRACT**  
**2015 Concrete Street Reconstruction and Alley Repair**  
**FILE #4672**

ARTICLES OF AGREEMENT AMENDING the Contract made and entered into on *June 15, 2015* by and between the CITY OF WYANDOTTE, party of the first part, and *GV Cement Contracting Company at 20000 Dix Toledo Rd, Brownstown, Michigan 48183*, County of Wayne, State of Michigan, party of the second part, to-wit:

1. To this contract shall be added: *concrete reconstruction of Central Street from 7<sup>th</sup> Street to 6<sup>th</sup> Street. The work shall include removal of existing pavement, concrete pavement with dowels and curb, sewer improvements, and sidewalk upgrades.*
2. This contract shall be increased by the estimated amount of **\$342,835.00**.
3. Completion date for this additional work shall be *November 13, 2015*.
4. The unit prices and contract conditions will remain the same as in the original contract.
5. Insurance Policies and Certificates will be submitted by the party of the second part to cover the extended period of time.

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

PARTY OF THE FIRST PART

CITY OF WYANDOTTE

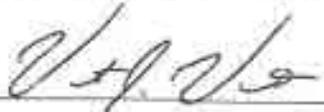
\_\_\_\_\_  
Joseph R. Peterson, Mayor

\_\_\_\_\_  
Lawrence S. Stec, City Clerk

PARTY OF THE SECOND PART

GV Cement Contracting Company

DATE: 9-16-15



\_\_\_\_\_  
WITNESS

\_\_\_\_\_

2015 MAJOR ROAD CONCRETE STREET RECONSTRUCTION

STREET: Central Street (7<sup>th</sup> to 6<sup>th</sup>)

ESTIMATED QUANTITIES

#	QUANTITY	UNIT	ITEM	UNIT PRICE	TOTAL
1	3,800	SYD	REMOVE CONC PAVEMENT	\$8.00	\$30,400.00
2	1,000	SFT	REMOVE 4 INCH SIDEWALK	\$1.50	\$1,500.00
3	-	SFT	SAW CUT & REMOVE HMA	\$4.00	\$0.00
4	7	EA	REMOVE EXISTING CATCH BASIN	\$400.00	\$2,800.00
5	7	EA	INSTALL NEW CATCH BASIN	\$1,600.00	\$11,200.00
6	3	EA	INSTALL NEW MANHOLE	\$2,500.00	\$7,500.00
7	160	LFT	INSTALL 6 INCH PVC STORM SEWER	\$42.00	\$6,720.00
8	4	EA	ADJUST & SEAL EXIST WATERGATE	\$400.00	\$1,600.00
9	15	LFT	REBUILD EXIST STRUCTURE	\$360.00	\$5,400.00
10	600	CYD	EXCAVATION	\$8.00	\$4,800.00
11	1,050	TON	21A STONE BASE	\$14.00	\$14,700.00
12	3,510	SYD	8 INCH CONCRETE PAVT W/DOWELS	\$45.00	\$157,950.00
13	150	LFT	2 FEET WIDE HMA BUTT JOINT	\$15.00	\$2,250.00
14	425	SYD	8 INCH CONCRETE APPROACH	\$45.00	\$19,125.00
15	100	SFT	4 INCH CONCRETE SIDEWALK	\$5.00	\$500.00
16	1,000	SFT	4 INCH CONCRETE SIDEWALK ADA RA	\$10.00	\$10,000.00
17	35	LFT	ADA DETECTABLE WARNING	\$60.00	\$2,100.00
18	430	SYD	RE-GRADE AND SOD	\$10.00	\$4,300.00
19	1	LS	TRAFFIC MAINTENANCE	\$10,000.00	\$10,000.00
20	1	LS	PROJECT CLEAN UP	\$10,000.00	\$10,000.00
44	1	EA	REMOVE EXISTING MANHOLE	\$1,000.00	\$1,000.00
45	2	EA	ADJUST & SEAL EXIST MANHOLE	\$400.00	\$800.00
50	1,830	LFT	INSTALL 6 INCH UNDERDRAIN	\$13.00	\$23,790.00
55	300	LFT	INSTALL 12 INCH SEWER	\$48.00	\$14,400.00
				TOTAL	\$342,835.00

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date: September 21, 2015

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

RESOLVED by the City Council that Council hereby concurs in the recommendation of the City Administrator and City Engineer to amend the 2015 Concrete Street Reconstruction and Alley Repair, File #4672 contract with G. V. Cement Contracting Co. to include the 2015 Concrete Street Reconstruction of Central Street as set forth in the Amendment To Contract for this work, and further, authorizes the Mayor and City Clerk to sign said amendment;

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 the work will be funded from the 2015-2016 budget year Major Street Fund Account 202-440-825.460 (\$342,835.00).

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	_____
_____	VanBoxell	_____

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 21, 2015

AGENDA ITEM #

9

**ITEM:** COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

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

*Mark Kowalewski 9-16-15*

**INDIVIDUALS IN ATTENDANCE:** Mark A. Kowalewski

**BACKGROUND:** Based on Wyandotte's population the City receives Community Development Block Grant (CDBG) dollars through Wayne County. The County receives grant dollars via the Housing Urban Development (HUD). The attached Agreement is for the period 2015-2020. Therefore, attached for your approval is the Subrecipient Agreement for Wyandotte to perform these activities.

This Agreement has been reviewed and approved by the Legal Department.

**STRATEGIC PLAN/GOALS:** We are 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:** Adopt a Resolution authorizing the Mayor and City Clerk to execute the Subrecipient Agreement.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Projects will be budgeted into the 2015-2016 budget when approved by the County.

**IMPLEMENTATION PLAN:** Execute document and start projects.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shusdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved. *(REVIEWED AGREEMENT W. CORK)*

**MAYOR'S RECOMMENDATION:**

*Joseph R. Peterson*

**LIST OF ATTACHMENTS:** Sub-Recipient Agreement.

SUBRECIPIENT AGREEMENT FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
BETWEEN THE  
CHARTER COUNTY OF WAYNE  
AND  
THE CITY OF WYANDOTTE

Term July 1, 2015 through June 30, 2020

Catalog of Federal Domestic Assistance (CFDA)  
14.218 Community Development Block Grants/Entitlement Grants

THIS SUBRECIPIENT AGREEMENT ("the " Agreement") is made and approved as of this 1 day of July, 2015, by and between the Charter County of Wayne, acting through Wayne County Community Development Division, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the "Recipient or County") and the city of Wyandotte, whose address is 3200 Biddle Avenue, 2<sup>nd</sup> Floor, Wyandotte, MI 48192(the "Subrecipient").

### Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development ("HUD") to be the recipient of Community Development Block Grant ("CDBG") Funds as an "Urban County" pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program in the amount of up to One Hundred and Fifty Three Thousand, Two Hundred and Thirty Eight Dollars and Sixty One Cents (\$153,238.61) to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2015 starting July 1, 2015.
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient ("Parties") by entering into this Agreement are bound in accordance with 24 CFR Part 570.503.
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

## Section 1

### Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent:

- 1.01. "Agreement" means this document its final form as executed by the County and Subrecipient.
- 1.02. "CDBG" means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. "CDBG Funds" means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities. The CDBG Funds contemplated for this Agreement are One Hundred and Fifty Three Thousand, Two Hundred and Thirty Eight Dollars and Sixty One Cents(\$153,238.61).
- 1.04. "City" means the following:
- (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
  - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. "Closing or Closing Date" shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. "Contractor" shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient.
- 1.07. "Counsel" shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. "LMA" shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. "LMI" shall mean low and moderate income.
- 1.10. "LMH" shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. "LMC" shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. "LMJ" shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. "Program Income" means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. "Program Manager" means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. "Recipient" or "County" shall mean the County of Wayne,
- 1.16. "Regulations" shall mean the regulations relating to the CDBG Program promulgated by HUD at 24 CFR Part 570.503 subpart A, C, D, I, J, K, and O or section 570.405 92, as the same may be amended from time to time.
- 1.17. "Rehabilitation" shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.
- 1.18. "Subrecipient" shall mean the city of Wyandotte, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under CDBG Program.

## Section 2

### Statement of Purpose and Eligible Activities of the Housing and Community Development Act

#### 2.01 CDBG Objective

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the community development program of each grantee, is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. By executing this Agreement the Subrecipient agrees with the Recipient to provide housing and community development activities in accordance with the objectives of the Act.

#### 2.02 Compliance With CDBG Eligible Activity Requirements

The Subrecipient will be responsible for administering the CDBG Program in a manner satisfactory to the County and consistent with any standards as a condition of providing these Funds. The following is a list of eligible activities for CDBG but any eligible activity under CDBG Rules and Regulations that is not listed below may be allowed under this Agreement:

(a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

(b) Disposition. Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in 24 CFR 570.504;

(c) Public facilities and improvements. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in §570.207(a), carried out by the Subrecipient. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b);

(d) Clearance and remediation activities. Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205;

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime

prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

(1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the Subrecipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions;

(g) Payment of non-Federal share. Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) Urban renewal completion. Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) Relocation. Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) Loss of rental income. Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) Housing services. Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) Privately owned utilities. CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) Construction of housing. CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) Homeownership assistance. CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o) Special Economic Development. The provision of assistance either through the Subrecipient directly or through public and private organizations, agencies, and other Subrecipients (including nonprofit and for-profit Subrecipients) to facilitate economic development by:

1. Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

2. Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

3. Providing general support, including, but not limited to, peer support programs,

4. Counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

5. Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the Subrecipient or Subrecipient to carry out the activities under this paragraph (o).

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can

reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) Assistance to institutions of higher education. Provision of assistance by the Subrecipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under CDBG guidelines.

### **2.03 National Objectives.**

Each eligible activity funded with CDBG Funds must meet one of the three national objectives:

#### **1. Benefits low and moderate income persons**

- a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:
  - 1) Area is primarily residential and activity meets LMI needs.
  - 2) Income levels are documented by Census or an approved substitute.
  - 3) Exceptions apply under special circumstances.
  
- b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:
  - 1) Persons are presumed to be LMI (abused children, elderly, homeless).
  - 2) Assistance is for LMI persons owning or developing microenterprises.
  - 3) Activity is a job training or placement activity. (Conditions do apply.)
  
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
  - 1) At least 51% of units must be occupied by LMI.
  - 2) Exceptions to the 51% rule are possible under limited circumstances.
  
- d. (LMJ) Jobs -- activity creates or retains jobs:
  - 1) At least 51% of the jobs must be held by or available to LMI persons.

2. **Aids in the prevention or elimination of slums or blight**
  - 1) Area must have a substantial number of deteriorated buildings.
  - 2) Activity must address one or more conditions contributing to deterioration.
  - 3) Spot Basis -- activity eliminates specific condition of blight in particular instance.
  
3. **Meets a need having a particular urgency (referred to as urgent need).**
  - 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
  - 2) It cannot fund activity on its own as other sources of money are unavailable.

### **Section 3**

#### **Statement of Work/Budget, Payment Guidelines, and Due Diligence Requirements**

##### **3.01 Description of Work and Deadlines**

The Work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A and shall also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the process of receiving the CDBG Funds. Any work undertaken by Subrecipient for such eligible activity shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. Any extension is subject to the CDBG Appeals Board's approval and will comply with the CDBG Appeals Procedure established by Recipient. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient in the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

##### **3.02 CDBG Activity Description**

The description of each of the CDBG activity shall be in sufficient detail to provide a sound basis for the Recipient effectively to monitor performance under this Agreement. Such description will, at minimum, allow for a clear understanding of the need and benefit of the activity and the proposed eligible activity and National Objective. Recipient may ask for a written clarification of the work and CDBG activity at any time during this Agreement before making a payment under this Agreement. If such clarification does not reasonably indicate compliance with CDBG standards, Recipient will not be required to release any payment until a sufficient clarification is provided. The Subrecipient shall submit to the Recipient a budget covering the costs for the CDBG eligible activities.

### 3.03 Transfer or Reallocation

During the term of this Agreement, Subrecipient can transfer or reallocate the budget covering costs between different eligible activities that were originally set up in the application. However if an activity was not set up in the original application, then Subrecipient must follow the rules for public hearings to add such new activity. All transfers of eligible activities are limited to transfer within the CDBG Program only and with the consent from the County.

### 3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section I (Definitions) of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or project not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually

awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

### **3.05 Payment Disputes**

In the event that there is a disagreement over the eligibility of a payment by Recipient to Subrecipient of CDBG Funds under this Agreement, Recipient will not be required to make any such payment until a clear written ruling by HUD has been obtained. If the payment has already been made and the funds are still in the possession of Subrecipient or its agents, the funds will be returned to Recipient immediately until a written ruling by HUD has been obtained. Recipient may waive this requirement in writing or require another reasonable alternative such as escrow if it deems it in the best interest of the Recipient. In any event, Subrecipient must repay Recipient for any payment made by Recipient to Subrecipient subsequently disallowed by HUD. Such repayment will be with interest and administrative fees if HUD has demanded repayment and Recipient has already paid HUD.

### **3.06 Timely Execution of Agreement Required**

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed copies of this Agreement with any accompanying resolutions required for proper authorization within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Recipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

### **3.07 Due Diligence Requirements**

Recipient may require Subrecipient to provide certain documents and documentation to ensure that the work is in compliance with CDBG Requirements and this Agreement. Recipient must provide such documentation in a reasonable and timely manner. Recipient may condition any payment under this Agreement on the provision of such documentation. All such requests will be made in writing by the Recipient.

## **Section 4**

### **Contractors**

#### **4.01 Using Contractors**

Subrecipient may only use a contractor for work performed with CDBG Funds in compliance with all applicable laws, rules, and regulations governing contractors for CDBG projects. Any request for reimbursement for a non-conforming use of contractors will be denied and may also require recoupment by Subrecipient of any compensation of the contractor in violation of any laws, rules, or regulations.

#### **4.02 Contractor Procurement**

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 4 CFR 85.36, and 2 CFR 200.320. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than \$100,000 then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

#### **4.03 Agreements with Contractors**

Subrecipients must enter into agreements with contractors or vendors ("contractors").

In order to meet HUD and County CDBG Program requirements, agreements with

contractors must address the following:

1. Scope of services to be provided, consistent with the County Agreement.
2. Identification of intended beneficiaries, if applicable.
3. Schedule for work completion.
4. Budget and payment schedule.
5. Provisions for termination for nonperformance or poor performance.
6. Other provisions required regarding:
  - a. Equal opportunity
  - b. Nondiscrimination
  - c. Labor standards
  - d. Anti-lobbying
  - e. Conflict of interest
7. Provisions for maintenance of workers' compensation insurance.
8. Provisions for maintenance of unemployment, disability and liability insurance as required.
9. Provisions for records retention (min. 4 yrs. from submittal of final expenditure report or conclusion of any audit or litigation).
10. Provision permitting monitoring/auditing.
11. Provision that Subrecipient will monitor for conformity with its County Agreement.
12. Provisions requiring appropriate bonds where required or reasonable.

#### **4.04 Limitation on Term of Contractor Agreements**

In compliance with federal procurement rules, the term of and agreements between Subrecipient and Contractors may not exceed three years.

**Section 5**  
**Records and Reports**

**5.01 Records Requirements**

The Subrecipient shall comply with 24 CFR Part 570.506 and maintain full and complete books, ledgers, journals, accounts, or records wherein are kept all entries reflecting its operation pursuant to this Agreement. The records shall be kept in accordance with generally accepted accounting principles and practices and according to the provisions of the 2 CFR 200 and the provisions of 24 CFR Part 85, as modified by 24 CFR 570.502(a). The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- A. Records providing a full description of each activity undertaken;
- B. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- C. Records required to determine the eligibility of activities;
- D. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- E. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- F. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- G. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

**5.02 Retention of Records**

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

**5.03 Recipient Right to Examine and Audit**

The Recipient shall have the right to examine and audit all books, records, documents and other supporting data of the Subrecipient, or any consultants or agents rendering services under this Agreement, whether directly or indirectly, which will permit adequate evaluation of the services, the cost, or pricing data submitted by the Subrecipient. The Subrecipient shall include a similar covenant allowing for Recipient audit in any contract it has with a consultant or agent whose services will be charged directly or indirectly to the Recipient. This right to audit shall include, but shall not be limited to, the Recipient's right to request, and to be supplied in a timely manner, copies of any and all such books, documents, records and other supporting data. The Recipient may delay payment to the Subrecipient pending the receipt of such records and the results of any related audit without penalty or interest.

**5.04 Activity Description Records**

The records shall contain a full description of each activity assisted or being assisted with CDBG Funds. This description shall include its location and the amount of CDBG Funds budgeted and expended for the activity; and whether (i) the activity assists persons who qualify as Low- and Moderate-Income persons; (ii) will aid in the prevention or elimination of slums; (iii) or is designed to alleviate conditions which pose a serious and immediate threat to the health or welfare of the community.

**5.05 Program Related Reports**

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by this Section 5 and 8 of the Wayne County CDBG

Manual. These reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

## **Section 6**

### **Program Income**

#### **6.01 Treatment of Program Income**

Program Income (as defined at 24 CFR 570.500(a) and as further clarified in 2 CFR 200.80 if applicable) generated by activities carried out with CDBG Funds made available under this Agreement may be retained by the Subrecipient if the income is treated as additional CDBG Funds subject to all applicable requirements governing the use of CDBG Funds, the Recipient's Procedures for Reporting Program Income and Direct Benefit Activities. The Recipient's Procedures for Reporting Program Income and Direct Benefit Activities are subject to change with reasonable notice to the Subrecipient. The use of Program Income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional Funds by the amount of any such Program Income balance on hand.

#### **6.02 Interest Bearing Account Requirement**

Program Income in the form of repayments to, or interest earned on, a revolving fund shall be deposited into an interest-bearing account and any interest earned by Funds accumulating in this account must be remitted annually, at the end of each program year, to the Recipient.

#### **6.03 Remittance Guidelines**

Program Income cash balances or investments thereof in excess of one-twelfth of the grant amount, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted

to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's program year.

## **Section 7**

### **Use of Real Property**

#### **7.01 Use Restrictions**

Without properly authorized permission from Recipient, the Subrecipient may not change the use of any real property acquired or improved with CDBG Funds in excess of \$25,000 from the use for which the acquisition or improvement was made. Permission for an exception to this rule from Recipient will not be given unless the Subrecipient provides affected citizens with reasonable notice of any proposed change and the new use meets one of the objectives of the program earlier set forth. If such new use does not qualify under those objectives, the new use may be permitted, provided that the CDBG fund is reimbursed for the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG Funds.

#### **7.02 Security Requirement**

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective. In that event, this Agreement shall be modified to include the instrument and the procedures for discharge.

#### **7.03 Requirement of Notice and Permission for Sale of Property**

Subrecipient may not sell any property acquired with CDBG Funds without providing adequate advance written notice to Recipient and obtaining duly authorized written permission from Recipient for such a sale.

## Section 8

### Compliance with Federal Laws, Rules, and Regulations

#### 8.01 General Compliance With Law and Specifically Federal Law

Subrecipient shall comply with 24 CFR Part 570.502, Uniform Administrative Requirements and shall carry out each activity in compliance with all Federal, State and local laws, rules, and regulations, including but not limited to the following:

- A. Subrecipient will affirmatively further fair housing and shall comply with the letter and spirit of Title VIII of the Civil Rights Act of 1968, as amended.
- B. Subrecipient shall insure that all contracts involving the employment of laborers and mechanics comply with the provisions of the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, the Copeland Anti-Kickback Act, and the Fair Labor Standards Act.
- C. Subrecipient shall comply with the National Environmental Policy Act of 1969, and its associated regulations and Executive Orders.
- D. Subrecipient shall provide reasonable relocation assistance to any persons displaced as a result of any Work performed under this Agreement. All assistance must meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
- E. Subrecipient will comply with the Single Audit Act of 1984 and 2 CFR 200.
- F. Subrecipient will insure that no CDBG Funds will be expended for acquisition or construction purposes in an area that has been designated as having special flood hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

- G. Subrecipient shall not discriminate in the sale, leasing, financing, or the provision of brokerage services for housing, because of race, color, religion, sex, national origin or disability.
- H. Subrecipient shall not exclude any person from participation in the program on the basis of race, color, national origin, sex, age, or disability.
- I. Subrecipient shall not discriminate against any person on the basis of race, color, religion, sex, national origin or disability in all phases of construction during the performance of any federally-assisted construction contracts.
- J. Subrecipient agrees that no lead paint shall be used in any residential structure constructed or rehabilitated with CDBG Funds.
- K. Subrecipient agrees to all terms of Executive Order 12549 regarding suspension or debarment outlined through 24 CFR Part 570.609 and 24 CFR Part 24 and agrees to execute the Certification Regarding Debarment and Suspension in Appendix D. In addition, the Subrecipient agrees to require all contractors and subcontractors under this Agreement to execute the Certification Regarding Debarment and Suspension in Appendix D.
- L. The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(h); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Recipient may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

- M. Subrecipient must comply with the requirements of 2 CFR Part 200 (OMB-87) and any of its provisions or requirements that override any other regulation or circular listed in this Agreement will supersede the requirements of those restrictions in this Agreement.
- N. In compliance with 2 CFR, Section 200.338 Subrecipient must make proper disclosures of all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award under this Agreement.
- O. Subrecipient is subject to other applicable regulations governing the use of the CDBG Funds, whether set forth herein or not, and any amendments or policy revisions thereto which may become effective during the term of this Agreement.

#### **8.02 Compliance With State and Local Law**

Subrecipient is deemed to be aware of all applicable State and Local laws, rules and regulations and must comply with all such laws, rules, and regulations. The laws, rules, and regulations include, but are not limited to:

- A. Wayne County Ethics Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.
- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.

- I. All applicable state and local human and civil rights laws.

## Section 9

### Suspension and Termination

#### **9.01 Termination For No Cause**

The County may terminate this Agreement without cause at any time in accordance with 24 CFR Part 85.43 and 24 CFR Part 85.44, without incurring any further liability, other than as stated in this Article by giving written notice to the Subrecipient of the termination. The notice must specify the effective date, at least 30 days prior to the effective date of the termination, and this Agreement will terminate as if the date were the date originally given for the expiration of this Agreement. If the Agreement is terminated, the County will pay the Subrecipient for the services rendered prior to termination, as soon as can be authorized. The County will compute the amount of the payment on the basis of the services rendered, and other means which, in the judgment of the County represents a fair value of the services provided, less the amount of any previous payments made. The final payment constitutes full payment. If the Subrecipient accepts the payment, the Agreement is satisfied.

#### **9.02 Termination for Material Breach**

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives, the grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred

by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may offset such a deficiency against the compensation to be paid the Subrecipient in any concurrent, successive or future Agreements between the parties. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

**9.03 Subrecipients Duties After Termination**

After receipt of a Notice of Termination and except as otherwise directed by the County, the Subrecipient must:

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional contract Funds for payroll costs and other costs beyond the date as the County specifies.
- C. As of the date the termination is effective, present all Agreement records and submit to the County the records, data, notes, reports, discs, and documents ("Records") as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of Funds relating to this Agreement.
- E. Place no further orders on subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of work so terminated;

- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.

9.04 **Records**

Upon termination of this Agreement, all Records prepared by the Subrecipient under this Agreement or in anticipation of this Agreement must, at the option of the County, become its exclusive property, whether or not in the possession of the Subrecipient. The Records are free from any claim or retention of rights on the part of the Subrecipient except as specifically provided. The County must return all the properties of the Subrecipient to it.

9.05 **Failure to Deliver Records**

Any intentional failure or delay by the Subrecipient to deliver the Records to the County will cause irreparable injury to the County not adequately compensable in damages and for which the County has no adequate remedy at law. The Subrecipient will pay the County \$100.00 per day as damages, and not as a penalty, until it delivers the Records to the County. The County may seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Records which the Subrecipient consents to as well as all applicable damages and costs. The County has unrestricted use of the Records for the purpose of completing the services.

9.06 **Access to Records**

Access to the records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

In addition, each party will assist the other party in the orderly termination of this Agreement and the transfer of all aspects, tangible or intangible, as may be necessary for the orderly, non-disrupted business continuance of each party.

## Section 10

### Reversion of Assets

#### 10.01 Return of Unspent CDBG Funds

Upon expiration of this Agreement, Subrecipient shall transfer to the Recipient any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds at the time of expiration.

#### 10.02 Unused Equipment

In all cases in which equipment acquired, in whole or in part, with Funds under this Agreement is sold, the proceeds shall be Program Income (prorated to reflect the extent to that Funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement may be retained after compensating the Recipient for the current fair market value of the equipment less the percentage of non-CDBG Funds used to acquire the equipment.

## Section 11

### Expenditure of Community Development Block Grant Funds

#### 11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG

Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

**Section 12**  
**Amendment**

**12.01 Amendment Requirements**

This Agreement may be amended by written instruments signed by authorized representatives by both parties. Any amendments or changes to the projects or budget shall be in writing and shall only need the approval of the Director of Community Development of Wayne County, or his designee, an authorizing representative of the Subrecipient, and must also comply with the Housing and Community Development Act of 1974, as amended.

**Section 13**  
**Indemnification**

**13.01 General Indemnification and Hold Harmless Requirement**

The Subrecipient agrees, to the extent allowed by law, to indemnify and hold harmless the Recipient against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Recipient by reason of any of the following occurring during the term of this Agreement or related to this Agreement or its implementation:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole or in part to the Subrecipient, or any of its personnel, employees, consultants, agents or any entities associated, affiliated (directly or indirectly), or subsidiary to the Subrecipient now existing or hereafter created, their agents and employees for whose acts any of them might be liable.

B. Any failure by the Subrecipient, or any of its associates, to perform its obligations either implied or expressed under this Agreement.

**13.02 Responsibility for Property Loss**

The Subrecipient agrees that it is its responsibility and not the responsibility of the Recipient to safeguard the property and materials that the employees or its associates use in performing this Agreement. The Subrecipient shall hold the Recipient harmless for costs and expenses resulting from any loss of such property and materials used by its employees and associates pursuant to the Subrecipient's performance under this Agreement.

**13.03 Coverage of the term "Recipient"**

For purposes of the hold-harmless provisions, the term "Recipient" shall be deemed to include the County of Wayne and all other associated, affiliated, or subsidiary departments or divisions now existing or hereafter created, their agents, Program Manager and employees.

**13.04 Independent Contractor Relationship between Recipient and Subrecipient**

The relationship of the Subrecipient to the Recipient is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights, or liabilities, insurance rights or liabilities, or other provisions or liabilities, arising out of or related to a contract for hire or employer/employee relationship, shall arise or accrue to either party or either party's agent, subcontractor or employee as a result of the performance of this Agreement. No relationship, other than that of independent contractor shall be implied between the parties or either party's agent, employee, or contractor. The Subrecipient agrees to hold the Recipient harmless from any such claims and any related costs or expenses.

**13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless**

To the extent permitted by law, the Subrecipient must defend, indemnify and hold harmless the County, its employees, agents, officer and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses, including attorneys' and consultant's fees, investigation and laboratory fees, court costs and litigation expenses, known or unknown, contingent or otherwise, arising out of or related in any way by the Work undertaken by the Subrecipient.

**Section 14**

**Insurance**

14.01 The Subrecipient shall maintain at all times, at its expense, during the term of this Agreement the following insurance. The Subrecipient will be responsible for acquiring the same insurance of their contractors. Any shortfalls in insurance for contractors, specific to housing rehabilitation and new construction, will be the responsibility of the Subrecipient

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGI on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than <sup>\$1,000,000</sup> ~~\$2,000,000~~ <sup>per occurrence</sup> ~~per occurrence~~. <sup>max 9/16/15</sup> ~~If a general aggregate limit applies,~~ <sup>\$1,000,000</sup> ~~either the general aggregate limit shall apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.~~
- B. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- C. Workers' Compensation: insurance as required by the State of Michigan, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- D. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if the subrecipient has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- E. Umbrella or Excess Liability Policy in an amount not less than ~~\$3,000,000~~ <sup>\$4,000,000 max 9-16-15</sup>. Umbrella or Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the Subrecipient's general liability and to its automobile liability insurance and shall be written on an occurrence basis. The County, officials, employees and others as may be specified in any "Special Conditions" shall be named as an additional insured under this policy.
- F. Professional Liability (if Design/Build), Insurance appropriate to the Subrecipient's profession, with limits no less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate.
- G. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the *Subrecipient* maintains higher limits than the minimum insurance coverage required in Section 14.01, the *Subrecipient* shall maintain the coverage for the higher insurance limits for the duration of the Contract.

**14.02** Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

**14.03** Primary Coverage. For any claims related to this Contract, the Subrecipient's insurance coverage shall be primary insurance as respects the County, its officers, officials,

employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Subrecipient's insurance and shall not contribute with it.

- 14.04** Notice of Cancellation. Each insurance policy shall state that coverage shall not be canceled, except with notice to the County.
- 14.05** Waiver of Subrogation. Subrecipient grants to the County a waiver of any right to subrogation which any insurer of the Subrecipient may acquire against the County by virtue of the payment of any loss under such insurance. Subrecipient agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- 14.06** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Subrecipient to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 14.07** All insurance must be effected under valid and enforceable policies, issued by recognized, responsible insurers qualified to conduct business in Michigan which are well-rated by national rating organizations. All companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a policyholder's service rating no lower than A:VII as listed in A.M. Best's Key Rating guide, current edition or interim report.
- 14.08** Claims-made Policies. If any of the required policies provide coverage on a claims-made basis:
- A. The Retroactive Date must be shown and must be before the date of the Contract or the date the Subrecipient starts to perform the services.

- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
  - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Subrecipient must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Contract work.
- 14.09** Verification of Coverage. Entity shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Article. The County shall receive and approve all certificates and endorsements before the Subrecipient begins providing services. Failure to obtain the required documents prior to commencement of services shall not waive the Subrecipient's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by the Article, at any time.
- 14.10** Subcontractors. Subrecipient shall require and verify that all subcontractors maintain insurance satisfying all the stated requirements, and Subrecipient shall ensure that the County is an additional insured on insurance required from subcontractors.
- 14.11** Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 14.12** The Subrecipient must submit certificates evidencing the insurance to the Risk Management Division at the time the Subrecipient executes the Contract, and at least fifteen (15) days prior to the expiration dates of expiring policies.

## Section 15

### Assignment and Subcontract

#### 15.01 Restrictions on Transfer or Assignment

The Subrecipient shall not assign or encumber directly or indirectly any interest whatsoever in this Agreement, and shall not transfer any interest therein (whether by assignment or novation), without the prior written consent of the Recipient. Any such consent given in any one instance shall not relieve the Subrecipient of its obligation to obtain the prior written consent of the Recipient to any further assignment.

#### 15.02 Subcontracts

##### a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Recipient prior to the execution of such agreement. Such approval shall not constitute a basis for privity between the Recipient and the Subcontractor. The Subrecipient agrees to hold harmless the Recipient from any such claims initiated pursuant to any subcontracts it enters into in performance of this Agreement.

##### b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

##### c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. The Subrecipient further agrees to comply with these "Section 3" requirements if applicable to Subrecipient and to

include the following language in all contract or subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

d. Selection Process

The Subrecipient shall undertake to insure that all contracts and subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements of 24 CFR 85.36. Executed copies of all contracts and subcontracts shall be forwarded to the Recipient along with documentation concerning the selection process.

**15.03** Succession

This Agreement shall inure in all particulars to the parties, their agents, successors and assignees to the extent permitted by law.

**Section 16**  
**Conflict of Interest**

**16.01 Covenant of No Conflict of Interest**

The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services under this Agreement. The Subrecipient further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by the Subrecipient.

**16.02 Warranty of Non-Solicitation of County Employees**

The Subrecipient also warrants that it will not and has not employed any Wayne County employee to solicit or secure this Agreement upon any agreement or arrangement for payment of a commission, percentage, brokerage, or contingent fee, either directly or indirectly, and that if this warranty is breached, the Recipient may, at its option, terminate this Agreement without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Subrecipient, the amount of any such commission, percentage, brokerage, or contingent fee.

**16.03 Compliance With Conflict of Interest Laws, Rules, and Regulations**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42, 570.611 and 2 CFR 200.318, which include (but are not limited to) the following:

- A. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal Funds if a conflict of interest, real or apparent, would be involved.
- B. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities,

Section 17

Notices

17.01 Manner of Notice

All notices, consents, approvals, requests and other communications (called "Notices") required or permitted under this Agreement shall be given in writing and mailed by first-class mail and addressed as follows:

If to the Subrecipient:

Ms. Kelly Roberts / Mark Kowalewski  
City of Wyandotte  
3200 Biddle Avenue, 2<sup>nd</sup> Floor  
Wyandotte, MI 48192  
(734) 324-4555 / 734-324-4554

If to the Recipient:

The Charter County of Wayne  
Community Development Division  
Economic and Neighborhood Development  
30<sup>th</sup> Floor, Wayne County Building  
500 Griswold  
Detroit, Michigan 48226-2831  
Attention: Community Development Director

17.02 Effect of Notice and Requirements

All notices shall be deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient, the Subrecipient, or any designated public agency.

- C. Maintaining a written conflict of interest policy in accordance with 2 CFR 200.318 prohibiting Employee and Organizational Conflicts of Interest including non-Federal, State, or local government parent, affiliate, or subsidiary organizations.

INFORMATION REQUEST FORM  
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)  
200.331 Checklist  
COUNTY DEPARTMENT:

Wayne County Community Development

FISCAL YEAR:  
2015

AWARD ID #	AMOUNT

Please complete the following information:

Subawardee DUNS: 020845269

Subawardee Name (must match name in DUNS): City of Wyandotte

Subawardee Address: 3200 Biddle Ave

Amount of subaward (obligated amount): \_\_\_\_\_

Subaward Obligation/Action Date: \_\_\_\_\_

Identification of whether the award is R&D (yes or no):  
\_\_\_\_\_

Subaward Period of Performance Start and End Date

July 01, 2015 to June 30, 2020

Federal Funding Agency ID

Leave Blank

Federal Funding Agency Name

Leave Blank

Federal Award Identification Number (FAIN)

Leave Blank

**APPENDIX D**

**Federal Funding Accountability and Transparency Act (FFATA)**

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

<NONE>

Check  if there are workplaces on file that are not identified here; The certification with regard to the drug free workplace required by 24 CFR part 24, subpart F.

9. Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

## Appendix To Certifications

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### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I apply. (This is the information to which jurisdictions certify.)
4. For grantees who are individuals, Alternate II applies. (Not applicable jurisdictions.)
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).

from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds.

To the best of the local government's knowledge, the jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108, unless CDBG Funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG Funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG Funds if the jurisdiction certifies that it lacks CDBG Funds to cover the assessment.

**Excessive Force** – The local government, and to its best knowledge, the jurisdiction, has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

**Compliance With Anti-Discrimination laws** – To the best of its knowledge, the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

**Lead-Based Paint** – To the best of its knowledge, the activities of the local government and jurisdiction concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

**Compliance with Laws** – The local government, and to the best of its knowledge, the jurisdiction, will comply with applicable laws.

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Certifying Officer

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Date

## Specific CDBG Certifications

As a Subrecipient to the Entitlement Community, the local government certifies that:

**Citizen Participation** -- To the best of its knowledge, the entitlement community is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

**Community Development Plan** -- To the best of its knowledge, the entitlement community's consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income (see CFR 24 Part 570.2 and CFR 24 Part 570).

**Following a Plan** -- To the best of its knowledge, the entitlement community is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

**Use of Funds** -- To the best of its knowledge, the entitlement community has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG Funds, and to its best knowledge, the local government certifies that the entitlement community has developed its Action Plan so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities, which the entitlement community certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
2. **Overall Benefit.** To the best of its knowledge, the aggregate use by the entitlement community of CDBG Funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2013 (a period specified by the local government consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
3. **Special Assessments.** To the best of its knowledge, the entitlement community will not attempt to recover any capital costs of public improvements assisted with CDBG Funds, including Section 108 loan guaranteed Funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG Funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG Funds) financed

subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the consolidated plan of the jurisdiction is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with Plan** – As a Subrecipient of the jurisdiction, to the best knowledge of the local government, the housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA Funds are consistent with the consolidated plan.

**Section 3** – The local government shall, and as a Subrecipient of the jurisdiction, to the best of the local government's knowledge, the jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

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\_\_\_\_\_  
Certifying Officer

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\_\_\_\_\_  
Date

- (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the jurisdiction in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
    - (a) Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (b) Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

**Anti-Lobbying** – As a Subrecipient of the jurisdiction, to the best knowledge and belief of the local government:

1. No Federal appropriated Funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any Funds other than Federal appropriated Funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all sub awards at all tiers (including subcontracts,

## Local Government Certifications

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In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the local government, as the Subrecipient of the jurisdiction, certifies that:

**Affirmatively Further Fair Housing** -- The Subrecipient understands that the jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. The local government will fully cooperate with the jurisdiction in this regard.

**Anti-Displacement and Relocation Plan** -- The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs. The local jurisdiction will fully cooperate with the jurisdiction in this regard.

**Drug Free Workplace** -- The local government will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the local government's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The local government's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the activities supported by the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and

**APPENDIX C**  
**CERTIFICATIONS**

### Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 30<sup>th</sup> floor, Detroit, Michigan, 48226.

Use the Program Income Report in Excel to electronically the amount of Program Income received during the quarter, and the amount received year to date (year beginning July). Also record the amount of Program Income that was spent on an eligible activity during the quarter being reviewed and year to date. The cumulative balance space should reflect the total amount of Program Income on hand at the end of the current reporting period (this would include any unspent Program Income received during the previous reporting period).

There is also a space provided on the form for you to record the source of the Program Income received in the quarter being reviewed. If the Funds are coming from more than one source, please identify how much is coming from each source.

A CDBG Request for Payment with all required supporting documentation for the expenses paid using Program Income must accompany the Program Income Report.

Any form not received by the tenth business day after the end of the quarter review may result in the suspension of payment on vouchers submitted to the County for reimbursement. Make certain the form is signed and dated on the bottom of the form.

Please remember to clear with our office any activity requiring the use of Program Income before Program Income is expended.



**APPENDIX B**  
**PROGRAM INCOME**

		Administration	\$16,756.00	21A	N/A	N/A	N/A	N/A	N/A	15-34-21A
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\*Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.

APPENDIX A

CDBG PROJECTS

Grantee	FY 2015 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
WYANDOTTE	\$153,238.61	Street Improvements	\$103,770.61	03K	LMA	N/A	CT 5806 BG 002,	76 Households	Enhance suitable living environment	15-34-03K
		Housing Rehabilitation	\$20,000.00	14A	LMC	Low/Mod Individuals	N/A	10 Homes	Enhance suitable living environment	15-34-014A
		Public Service-Youth Assistance	\$12,712.00	05D	LMC	Low/Mod Individuals	N/A	30 Persons	Enhance suitable living environment	15-34-05D

Section 22

Signature

22.01 Duly Authorized Signatures

The Recipient and the Subrecipient, by and through their duly authorized officers and representatives have executed this Agreement as of the date first above written.

THE CITY OF WYANDOTTE

By: \_\_\_\_\_  
Certifying Officer

CHARTER COUNTY OF WAYNE

By: \_\_\_\_\_  
Warren C. Evans  
Wayne County Executive

County Commission approved and  
Execution Authorized  
by Resolution

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

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

## Section 20

### CDBG Certification

#### 20.01 Ongoing Certification Compliance Required

Subrecipient shall execute and comply with all the CDBG Certifications attached as Appendix C to this Agreement. Subrecipient understands it may be required to comply with future certifications as issued.

## Section 21

### Authorization / Misc

#### 21.01 Proper Authorization

Each party represents and warrants that all corporate actions and all governmental approvals necessary for the authorization, execution, delivery and performance of this Agreement have been taken and that each is ready and capable to perform its obligations. Each party further warrants that the person signing this Agreement is authorized to do so on behalf of its principal and is empowered to bind the principal to this Agreement.

#### 21.02 Signage Requirement

For projects exceeding \$25,000, the Subrecipient shall erect a sign on the project site stating that the project is being financed in part by HUD and the Wayne County CDBG Program and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the project site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising.

#### 21.03 Wayne County Commission Approval Required

This Agreement is effective only upon review and approval by the Wayne County Commission.

**17.03 Special Notices**

Notwithstanding the requirement above as to the use of first-class mail, termination notices and change of address notices shall be sent by registered or certified mail, postage prepaid, return receipt requested.

**Section 18**

**Severability of Provisions**

**18.01 Provisions Enforceable Despite Disallowed Provisions**

If any provision of this Agreement or the application to any person or circumstance shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 19**

**Jurisdiction**

**19.01 Jurisdiction and Venue in Wayne County, State of Michigan**

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. The Subrecipient agrees that service of process at the address and in the manner specified in this Agreement will be sufficient to put the Subrecipient on notice. The Subrecipient also agrees it will not commence any action against the Recipient because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction can be had in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

NAICS code for contracts/CFDA program number for grants:

\_\_\_\_\_

Subawardee Number: \_\_\_\_\_

Location of entity (including congressional district):

\_\_\_\_\_

Subawardee Principal Place of Performance (including congressional district): \_\_\_\_\_

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO

As provided to you by your subawardee, does the public have access to information about the compensation of the executives in the subawardee's business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986? Please answer YES or NO

**APPENDIX E**

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

## CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

**Subrecipient:** The City of Wyandotte  
**Agreement:** 2015 CDBG Subrecipient Agreement  
**Agreement Year:** July 01, 2015 through June 30, 2016

1. The Subrecipient certifies to the best of its knowledge and belief, that:
  - a. The Subrecipient and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal agency;
  - b. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. The Subrecipient and its principals are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in 1. B. above; and;
  - d. The Subrecipient and its principals have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.
2. The certification in this clause is a material representation of fact upon which reliance was placed. When the Recipient determines that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the Recipient, the Recipient may terminate this Agreement for cause or default.
3. The Subrecipient shall provide immediate written notice to the Recipient if, at any time, Recipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "Grantee", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76.

5. The Subrecipient agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Recipient.
6. The Subrecipient further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the Recipient, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A Subrecipient may rely upon a certification of a participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Subrecipient may decide the method and frequency by which it determines the eligibility of its principals. Each Subrecipient may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a Subrecipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. If a Subrecipient is in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Recipient, the Recipient may terminate this transaction for cause or default.

#196379

**EXECUTION**

IN WITNESS WHEREOF, the Subrecipient has executed this Certification on the dates set forth below.

**WITNESSES:**

**SUBRECIPIENT**

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF MICHIGAN    )  
                                  )  
COUNTY OF WAYNE    )

This document was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_, on behalf of \_\_\_\_\_.

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

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: September 21, 2015

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

BE IT RESOLVED BY THE CITY COUNCIL that Council hereby approves the Subrecipient Agreement for the Community Development Block Grant (CDBG) 2015-2020 and authorizes the Mayor and City Clerk to execute same.

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	_____
_____	VanBoxell	_____

CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 21, 2015

AGENDA ITEM # **10**

**ITEM:** Municipal Services – Fiscal 2016 Budget – Electric, Water and Telecommunications

**PRESENTER:** Paul LaManes, Assistant General Manager *PLM*

**INDIVIDUALS IN ATTENDANCE:** Rod Lesko-General Manager, Charlene Hudson-Power Systems Supervising Engineer, Bill Wejrlich-Supt. of Water, Steve Timcoe-Supt. of Telecommunications *RL* *CH* *WJ* *ST*

**BACKGROUND:** Operating and Capital Budgets for Electric, Water and Telecommunications for FY2016 as approved by the Municipal Services Commission and as recommended by WMS Management are being presented for concurrence of approval by the City Council.

**STRATEGIC PLAN/GOALS:** Fiscal responsibility for the Department of Municipal Services.

**ACTION REQUESTED:** Adopt a resolution concurring with the Wyandotte Municipal Services Commission approval of the Electric Utility Operating & Capital Budget, Water Utility Operating & Capital Budget and Telecommunications Utility Operating & Capital Budget for Fiscal Year 2016 as recommended by WMS Management.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Operating and capital budgets for Fiscal Year 2016 for Electric, Water and Telecommunications will be entered appropriately in the BS&A software system.

**IMPLEMENTATION PLAN:** Forward budget to Finance effective October 1, 2015 for period 10/1/2015 – 9/30/2016 for input and tracking versus actual results in BS&A software system.

**MAYOR'S RECOMMENDATION:** *AB*

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shupdale*

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

**LIST OF ATTACHMENTS**

- Electric Utility Budget - Fiscal Year 2015 - 2016
- Water Utility Budget - Fiscal Year 2015 - 2016
- Telecommunications Utility Budget - Fiscal Year 2015 - 2016

**RESOLUTION:**

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

A Resolution approving the adoption of the Electric Utility Operating & Capital Budget for Fiscal 2015 - 2016, Water Utility Operating & Capital Budget for Fiscal 2015 - 2016 and Telecommunications Utility Operating & Capital Budget for Fiscal 2015 - 2016.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Sabuda  
Sutherby-Fricke  
Galeski  
Schultz  
Miciura Jr.  
VanBoxell

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

MEETING DATE: September 21st, 2015

AGENDA ITEM # 11

**ITEM:** 2016 Spring Fling Yack Arena Rental Contract

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** On May 13<sup>th</sup> and 14<sup>th</sup>, the John Paul II/St. Vincent Pallotti Spring Fling would like to return to the Yack Arena. This annual festival is sponsored by the St. Vincent Pallotti Parish for the benefit of John Paul II Elementary School. The festival is a family friendly event with games and activities for children, as well as Vegas games, live entertainment, etc. for the adults. This is a two day rental (Friday/Saturday) that generates revenue through fees associated with renting the building: arena, tables, chairs, kitchen, dumpster, advertising, and additional staffing.

**STRATEGIC PLAN/GOALS:** To continue to provide the finest services and quality of life by hosting the 11<sup>th</sup> Annual Spring Fling and to generate additional revenue through the continued use of Yack Arena during the off-ice season.

**ACTION REQUESTED:** Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the attached contract for the 2016 Spring Fling.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** In 2015, this two day rental brought in a total revenue of \$4,555.00 into account 101-000-654-020

**IMPLEMENTATION PLAN:**

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shuydal*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved by Bill Look

**MAYOR'S RECOMMENDATION:** *J.L.R.*

**LIST OF ATTACHMENTS:**

- 1) Copy of Arena Rental Contract
- 2) Copy of Hold Harmless Agreement
- 3) Listing of Yack Arena Rental Fees

**RESOLUTION:**

Wyandotte, Michigan  
Date: September 21st, 2015

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

**Resolved** by the City Council that Council hereby approves the Benjamin F. Yack Recreation Center Rental Contract in the amount of \$1,300.00 per day including any extra associated rental costs, payable in full upon completion of the event as stipulated in the Contract, for the John Paul II Catholic School Spring Fling Festival to be held at the Benjamin F. Yack Recreation Center on May 13<sup>th</sup> and 14<sup>th</sup>. **And Be It Further Resolved** that Council hereby authorizes the Mayor and City Clerk to sign said contract.

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	
	Van Boxell	

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

This permit, granted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Wyandotte, a municipal corporation of the State of Michigan, herein called the "Owner", to John Paul II Catholic School/St. Vincent Pallotti, hereinafter called the "Permittee."

**Witnesseth:**

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

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

**Spring Fling May 13 & 14, 2016**

Building Rental is \$1,300.00 per day, plus all associated rental costs as per enclosed rental rate form. Rate is based on a "four wall" policy and includes air -- conditioning, normal janitorial service, heat, lighting, water and restroom facilities.

All groups using the facility must supply:

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

(2) Upon the signing of this Contract, the Permittee agrees to pay the sum of \$1,300.00 per day plus all associated rental costs payable in full upon completion of the event.

(3) The Building shall be used by the Permittee for the following sole and exclusive purpose and for no other purpose whatsoever, viz Spring Fling May 13 & 14, 2016

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

- A. General room lighting, heat and ventilation appropriate to the season, toilet facilities and other sanitary accommodations with the necessary equipment, material, supplies, labor and supervision for same.
- B. Janitorial service in aisles and open spaces including one daily sweeping.
- C. Use of installed public address equipment is included, but operator for same is not.

- D. Use of lobbies, vestibules, hallways, box-office, lounges and other public rooms and facilities appropriate to the exclusive use of that part of the Building above described, during the hours and on the dates listed in Paragraph (1) above.
- E. Office space for use by show management.

(5) The General Conditions and Rules and Regulations:

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

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

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

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

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

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

necessary for the owner to commence legal proceedings against Permittee to enforce the terms of the permit of the General Conditions, Permittee shall be responsible to fully reimburse owner all of owner's attorney fees and court costs.

- LL. Permittee shall abide by the Wayne County Clean Indoor Air Regulation as amended, which was originally adopted on March 17, 2005, and requires Wayne County (excluding the City of Detroit) public and private worksites to create and implement a smoke-free policy that prohibits smoking in enclosed areas. Public Health Code, Act 368 states in MCL333, Section 12605, a smoking area may be designated by the state or local government agencies or the person who owns or operates a public place except in a public building in which smoking is prohibited by law.

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

PERMITTEE: John Paul II Catholic School/St. Vincent Pallotti  
The undersigned represents he/she is authorized to sign this agreement on behalf of the Permittee

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

By

By

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Title or Position if signing  
on behalf of the Permittee

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

Name

William R. Griggs

Department of Legal Affairs

**YACK ARENA HOLD HARMLESS AGREEMENT**

In consideration of the City of Wyandotte granting permission to: John Paul II Catholic School/St. Vincent Pallotti for the use of the Yack Arena on the following date/dates: Spring Fling May 13 & 14, 2016, the undersigned hereby assumes all risk and liability relating to the use of the Yack Arena, and agrees to hold harmless and indemnify the City of Wyandotte, its officers, agents, and employees from any and all damages, claims, liability and responsibility whatever for injury (including death) to persons and for any damage to any City of Wyandotte property or to property of others arising out of the said use of the Yack Arena, except that the undersigned shall not be liable for any damages, claims for liability that are solely due to the negligence of the City of Wyandotte, its agents and employees or from the existence of a dangerous or defective condition of the Yack Arena.

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

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**EVENT INFORMATION - PRINT**

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone # \_\_\_\_\_

Cell Phone # \_\_\_\_\_

Fax # \_\_\_\_\_

Signature \_\_\_\_\_

Title or Position \_\_\_\_\_

If signing on behalf  
of the Permittee

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

Name William R. Fort  
Department of Legal Affairs

# BENJAMIN F. YACK RECREATION CENTER



## 2015 Associated Rental Cost

A four-wall policy will be used which includes normal electric, water and air-conditioning usage, two meeting rooms, four restrooms, storage rooms, ticket office, sound system, staging with risers, arena supervision and normal building and restroom custodial services (once per day) along with free parking. (Note: All debris must be removed from table tops and chairs stacked on table top each evening for cleaning).

The Arena Rental Fee will be **\$1,300.00 per day**. The Four-Wall Policy includes in this one-day for set up and one day for break-down from 8 AM to 5 PM on non-holidays.

Additional day for set-up or take down non-holiday	<b>\$600 per day</b>
Additional day for set-up or take down on holiday	<b>\$1,000 per day</b>
Per hour rate for any time after 5 p.m. or on a holiday	<b>\$100 per hour</b>

### **Additional Rental Fees:**

Kitchen/Concession Area	<b>\$320 per day</b>
Trash Removal (per dumpster)	<b>\$35 per dumpster</b>
Additional Electrical 110 electric drop	<b>\$15 per drop</b>
Additional Electrical 220 electrical drop	<b>\$30 per drop</b>
Table Rental	<b>\$6 each</b>
Table Rental & set-up	<b>\$6 each</b>
Chair Rental	<b>\$1 each</b>
Chair Rental & set-up	<b>\$1.25 each</b>
Bleacher – pull out	<b>\$100</b>
Pipe and drape set-up	<b>\$3 per section</b>

**Other Services** may be available. These would be at a per hour rate determined by the event:

- Additional set up and breakdown service - TBA
- Additional matrons and supervisor services - \$15 per hour
- Ticket seller and usher service - TBA
- Total clean up service - TBA

### **ELECTRONIC SIGNS:**

#### **YACK ARENA (3<sup>RD</sup> & EUREKA)**

There is no fee for basic event information on the Yack Arena sign. This service is included in the rental.

#### **D.D.A. (FORT STREET & EUREKA AVENUE)**

If you wish to have your information, graphics and logo displayed (static) on the changeable sign at Fort Street & Eureka before your event, please fill out an application at the Customer Assistance Department located on the lower floor of City Hall or print a form from [Wyandotte.net](http://Wyandotte.net) and return the application and applicable fee to the Customer Assistance Department located on the lower floor of City Hall. Advertising fee is \$10 per week, 4 week maximum advertising. Please allow adequate time for sign data input.



**MAYOR'S RECOMMENDATION:**



**LIST OF ATTACHMENTS**

2016 Integrity Show Contract

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: September 21<sup>st</sup> 2015

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Integrity Shows for sponsorship of the 2016 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell



This agreement is between Integrity Shows, PO Box 21667, Detroit, MI 48221 (contractor) and the City of Wyandotte, 3200 Biddle, Wyandotte, MI 48192 (city) and concerns producing the Wyandotte Street Art Fair (fair) July 13-16, 2016.

- 1) Contractor is responsible for finding family friendly sponsors for the fair. The city special events office will have the right of approval for all participants. Only the city can issue and receive contracts
- 2) City will pay contractor 30% of received gross sponsorship dollars for the fair. Sponsorship commission is due fourteen days after invoiced. Additionally \$2500 as a flat fee for assisting with production of materials, advising on events and suppliers and general festival consulting. Sponsors obtained directly by the city with no assistance of the contractor will not require a commission.
- 3) City will provide a list of potential sponsors wanted for that years fair. Contractor agrees to approach these sponsors first before offering opportunities to other prospects.
- 4) Contractor and city agree to indemnify and hold each other harmless from any and all liability, claims, demands or requirements imposed by federal or state law arising from this Agreement.
- 5) Should city accept any "inkind" or other non cash sponsorship's arranged by contractor, commission will be based on an agreed to value of the sponsorship.
- 6) Contractor will make no representation, warranties or commitments binding the fair beyond the scale of this agreement, without the city's prior consent.
- 7) Both parties covenant, warrant and represent that they will keep confidential, both during the term of this Agreement and forever after its termination, all information obtained from the each other with respect to all trade secrets, proprietary matters, business procedures, customer lists, needs of customers, compilation processes and all matters which are competitive and confidential in nature, and will not disclose this information to any person, firm, corporation or other entity for any purpose or reason whatsoever, unless required by law.
- 8) Service of any and all documents and papers may be made by First Class Mail, addressed to either party at the addresses listed in the Agreement.
- 9) The Agreement is being made by each of the parties after each party has had an opportunity to fully review, analyze, and obtain legal counsel with respect to this Agreement and all of its terms.
- 10) This Agreement forms the entire understanding between the parties. It cancels and supersedes all prior agreements and understandings.

- 11) There shall be no change, amendment or modification of any of the terms of this Agreement unless it is reduced to writing and signed by both parties.
- 12) If any provision of the Agreement is held by a court of competent jurisdiction or arbitration to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.
- 13) It is understood that the contractor is not soliciting for charitable donations. Funds are solicited for promotional value, presense at the event and other marketing functions.
- 14) This Agreement shall be governed by the laws of the State of Michigan.

Consented and Agreed to for Integrity Shows by Mark Loeb

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

Consented and Agreed to for City of Wyandotte by \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION**

**MEETING DATE:** September 21<sup>st</sup> 2015

**AGENDA ITEM #** 126

**ITEM:** Special Event Application - Rosary Rally

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

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

**BACKGROUND:** Our Lady of Fatima's event will take place on October 10<sup>th</sup> 2015. The group is looking to utilize Bishop Park for their Rosary Rally that day. They have had their event at Bishop Park for the past six years and would like to continue to use the public park into the future. This event has been reviewed and approved by the Police Chief, Recreation Superintendent, DPS Superintendent and Fire Chief and recommends a hold harmless on file from the group.

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

**ACTION REQUESTED:** It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held October 10<sup>th</sup>.

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

**IMPLEMENTATION PLAN:** The resolutions and all necessary documents will be forwarded to the Chief of Police, Department of Public Service, Recreation, Fire Department and Special Event Coordinator.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *D. Dupdal*

**LEGAL COUNSEL'S RECOMMENDATION:** Concurs with recommendation, signature on file.

**MAYOR'S RECOMMENDATION:** *J.P.S.*

**LIST OF ATTACHMENTS:**

Application from Our Lady of Fatima

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: September 21<sup>st</sup> 2015

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

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event

Coordinator to approve the use of city sidewalks, streets and property for the event held October 10<sup>th</sup> 2015.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

# Application for Special Event

Special Events Office, City of Wyandotte  
2624 Biddle Avenue Wyandotte, Michigan 48192  
P: 734-324-4502 F: 734-324-7283  
hthiede@wyan.org www.wyandottestreetartfair.org

Date of proposed event: Oct. 10, 2015 Times: 12:00 Noon

Name of Applicant: Ray Alami

Name of Business or Organization: Rally (Rosary)

Type of legal entity of your business/organization: \_\_\_\_\_

Name of individual authorized to sign documents on behalf of your business/organization: \_\_\_\_\_

Address: 12401 Langtin, Southgate, Mi. 48195

Email: \_\_\_\_\_ Cell Phone: 734-283-6682

Please attach a detailed description and site map (please see details for proper site map on page 3 of this document) of the proposed event to this application for review by the Special Event Office.

Site of proposed event: Bishop Park, Wyandotte, Mi

Estimated maximum number of persons expected at the event for each day: 50 To 100

Is Alcohol going to be served or provided at this event: NO Do you have a license: NO

Do you need water hook up for this event? NO

If you will need water hook up, please list where and what the water will be for: \_\_\_\_\_

Electrical needs: Please list on the attached electrical sheet your electrical needs for your event. This document must be returned to the Special Event Office along with this application if you require power at your event.

Application fee: \$50 Please make checks or money orders payable to the City of Wyandotte.

If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

13

September 9, 2015

Lawrence Stec  
Wyandotte City Clerk  
3200 Biddle Avenue  
Wyandotte, Michigan 48192

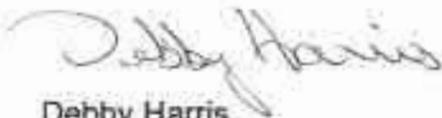
Dear Mr. Stec,

I have been the Recording Secretary for the City of Wyandotte Fire Fighter's Civil Service Commission for almost thirteen years. It is with sincere regret that I submit to you my resignation from that position.

I will continue to perform the duties of the position with the Commission until a new Recording Secretary can be found.

If you have any questions I can be reached at 324-4492.

Sincerely,



Debby Harris  
Recording Secretary  
Fire Fighter's Civil Service Commission

cc: Fire Fighter's Civil Service Commission

**RESOLUTION**

DATE: 9-22-15

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

RESOLVED THAT the communication from Debby Harris, Fire Fighter's Civil Service Commission, regarding her resignation, be received and placed on file.

I Move the adoption of the foregoing resolution.

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

SUPPORTED by Councilperson \_\_\_\_\_

**YEAS**

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

**COUNCIL**

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

**NAYS**

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**HEARING**

HEARING RELATIVE TO THE  
2016 FISCAL YEAR OPERATING BUDGET  
FOR THE CITY OF WYANDOTTE

**FINAL READING OF ORDINANCE:**

CITY OF WYANDOTTE

2016 FISCAL YEAR BUDGET ORDINANCE

"AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST THURSDAY OF OCTOBER, 2015. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2016 FISCAL YEAR"

**OFFICIALS**

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Thomas Woodruff  
CITY ASSESSOR



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

**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Sheri M. Sutherby-Fricke  
Daniel E. Gateski  
Ted Miciura, Jr.  
Leonard T. Sabuda  
Donald Schultz  
Kevin VanBoxell

September 10, 2015

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

Dear Mayor Peterson and City Council Members,

Attached you will find the 2016 Fiscal Year City Operating Budget. The first reading of the 2016 Fiscal Year Budget Ordinance is on tonight's agenda.

The final reading of the budget ordinance will be presented at the September 21, 2015 City Council meeting. After the final reading, the City Council will vote on the proposed budget ordinance.

The proposed budget is available in the City Clerk's Office for viewing by the public.

Sincerely,

Todd A. Drysdale  
City Administrator

**City of Wyandotte  
2016 Fiscal Year Budget Ordinance**

*"AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST THURSDAY OF OCTOBER, 2015. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2016 FISCAL YEAR."*

THE CITY OF WYANDOTTE ORDAINS:

**SECTION I - GENERAL FUND**

There shall be raised by general tax for the fiscal year beginning October 1, 2015, and ending September 30, 2016, to be assessed, levied, and collected by tax on all taxable real and personal property in the City of Wyandotte, Michigan, the sum of \$10,019,122. In addition to the foregoing, it is estimated that state receipts, revenues, and moneys from sources other than current City taxes will be \$11,584,006, for a total of \$21,603,128 of General Fund Revenue.

Appropriation of funds is hereby made in the following categories of Funds and Accounts:

A.	General Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ 3,480,102
2.	Appropriations:	
a.	Legislative	110,761
b.	Judicial	1,039,775
c.	Financial Services/Administration	567,406
d.	Information Technology	180,165
e.	General Government	1,330,370
f.	Assessor	399,263
g.	City Clerk	151,877
h.	Treasurer	151,747
i.	Police & Civil Defense	4,701,804
j.	Downriver Central Dispatch	843,733
k.	Downriver Central Animal Control	185,304
l.	Fire	3,701,389
m.	Engineering & Building	1,053,289
n.	Public Works	2,782,167
o.	Recreation	483,610
p.	Swimming Pool	15,787
q.	Yack Arena	364,617
r.	Youth Assistance	41,695
s.	Historical Commission (Museum)	213,992
t.	City Commissions	26,807
u.	Retirement Contribution and OPEB	3,030,000
v.	Elections	31,205

## SECTION II - SPECIAL REVENUE FUNDS

B.	Major Street Fund:		
1.	Estimated Fund Balance - October 1, 2015	\$	378,637
2.	Estimated Revenues:		
a.	State Revenue		1,376,273
b.	METRO Act Revenue		72,000
3.	Appropriations:		
a.	Reimbursement to General Fund		433,000
b.	Maintenance and Construction		563,608
c.	Transfer to Local Street Fund		344,069
C.	Local Street Fund:		
1.	Estimated Fund Balance - October 1, 2015	\$	87,164
2.	Estimated Revenues:		
a.	State Revenue		499,718
b.	Transfer from Major Street Fund		344,069
3.	Appropriations:		
a.	Reimbursement to General Fund		433,000
b.	Maintenance and Construction		125,000
c.	Debt Service		170,000
D.	Sidewalk/Alley Fund:		
1.	Estimated Fund Balance - October 1, 2015	\$	867,294
2.	Estimated Revenues:		
a.	Special Assessments		193,400
b.	Investment Earnings		500
3.	Appropriations:		
a.	Sidewalks/Alleys/Parking Lots		200,000
b.	Administration		100,000
E.	Drug Law Enforcement Fund:		
1.	Estimated Fund Balance - October 1, 2015	\$	15,075
2.	Estimated Revenues		24,600
3.	Appropriations:		
a.	Personnel		7,600
b.	Equipment - Drug Enforcement		18,000
F.	Housing Rehabilitation Fund:		
1.	Estimated Fund Balance - October 1, 2015	\$	0
2.	Estimated Revenues		71,400
3.	Appropriations:		
a.	Building Rehabilitation		50,000
b.	Administration		21,400
G.	Urban Development Action Grant Fund:		
1.	Estimated Fund Balance - October 1, 2015	\$	721,940
2.	Estimated Revenues		216,675

3.	Appropriations:	
a.	Capital Outlay	50,000
b.	Administration	15,000
H.	Special Events Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ 247,414
2.	Estimated Revenues:	
a.	Special Events	89,000
b.	Art Fair	179,500
3.	Appropriations:	
a.	Special Events	28,365
b.	Art Fair	157,500
c.	Holiday Celebrations	14,000
d.	Trolley/Show Mobile	24,000
e.	Administration	20,000
I.	Solid Waste Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ 1,001,973
2.	Estimated Revenues:	
a.	Rubbish Tags	4,000
b.	Taxes	1,323,931
c.	Dumpster Billings	250,000
d.	Investment Earnings	1,000
e.	Service Fees	137,000
3.	Appropriations:	
a.	Rubbish Collection	1,279,424
b.	Dumping/Compost Fees	315,000
c.	Recycling Fees	4,000
d.	Administration	275,000
e.	Household Hazardous Waste Program	1,000
f.	Capital Equipment	85,500
g.	Curbside Yard Waste	750
J.	Building Authority Improvement Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ 285,942
2.	Estimated Revenues:	
a.	Investment Earnings	100
3.	Appropriations:	
a.	Repairs/Improvements	400
b.	Administration/Other	20,000
K.	Drain Number Five Operation and Maintenance Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ 2,429,658
2.	Estimated Revenues	1,026,192
3.	Appropriations:	
a.	Wayne County Department of Public Works	989,950
b.	Other	67,279
L.	Downtown Development Authority - TIF Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ 351,713

2.	Estimated Revenues:	
a.	Tax Capture	556,456
b.	Investment Earnings	500
c.	Other	10,000
3.	Appropriations:	
a.	Eureka Viaduct Maintenance	10,000
b.	Streetscape Maintenance	2,000
c.	Promotions	30,000
d.	Administration	78,000
e.	Personnel	56,200
f.	Streetscape Contribution	48,900
g.	Beautification Commission	6,000
h.	Business Procurement/Existing Business Stimulus	70,000
i.	Masonic Temple Project	25,000
j.	Business Assistance Program	40,000
k.	Fort St. Sign/Fountain/Purple Heart	8,000
l.	Farmers Market	7,300
m.	Marketing	19,000
n.	Christmas Lighting/Decorations	30,000
o.	Other	31,936
M.	Tax Increment Finance Authority - Consolidated Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ 4,209,872
2.	Estimated Revenues:	
a.	Tax Capture	2,606,547
b.	Other Operating Revenues	62,725
c.	Investment Earnings	1,000
3.	Appropriations:	
a.	Road Resurfacing	750,000
b.	Land Acquisition Program	750,000
c.	Property Maintenance/Taxes	71,432
d.	Infrastructure Improvements-Recreation	109,000
e.	Tree Maintenance	30,000
f.	Administration	275,000
g.	Debt Service	126,972
h.	Parking Lots	93,740
i.	Roof/Building Repairs	110,000
j.	DNR Grant (Marina) - Match	215,000
N.	Brownfield Redevelopment Authority Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ (1,064,840)
2.	Estimated Revenues:	
a.	Tax Capture	195,530
b.	Miscellaneous	64,500
3.	Appropriations:	
a.	Debt Service	128,709
b.	Administrative & Operating	23,000

O.	Capital Equipment and Replacement Fund:	
1.	Estimated Fund Balance - October 1, 2015	\$ 147,526
2.	Estimated Revenues	202,398
3.	Appropriations:	
a.	Debt Service-Fire Pumper	169,662

### SECTION III - ENTERPRISE FUNDS

P.	Sewage Disposal Fund:	
1.	Estimated Retained Earnings - October 1, 2015	\$14,530,644
2.	Estimated Revenues:	
a.	Customer Service Fees	4,365,043
b.	Investment Earnings	1,000
3.	Appropriations:	
a.	Infrastructure Replacement	262,500
b.	Administration	420,000
c.	Sewage Disposal Charges	1,993,193
d.	Depreciation	640,000
e.	Debt Service	1,100,681
f.	Other	137,000
Q.	Municipal Golf Course Fund:	
1.	Estimated Retained Earnings - October 1, 2015	\$ (274,144)
2.	Estimated Revenues:	
a.	Green Fees	213,000
b.	Cart Rental	87,000
c.	Other Revenue	44,700
3.	Appropriations:	
a.	Personnel	58,939
b.	Course Maintenance	180,000
c.	Other Expenses	104,800
d.	Depreciation	105,875
R.	Building Rental Fund:	
1.	Estimated Retained Earnings - October 1, 2015	\$ 874,073
2.	Estimated Revenues:	
a.	Rental Income	263,555
b.	Expense Reimbursements	30,125
3.	Appropriations:	
a.	Operation & Maintenance	162,500
b.	Utilities	112,000
c.	Property Taxes	15,000
d.	Depreciation	100,000

#### SECTION IV - INTERNAL SERVICE FUNDS

S.	Self Insurance/Worker's Compensation Fund:	
1.	Estimated Retained Earnings - October 1, 2015	\$ 6,534,082
2.	Estimated Revenues	20,000
3.	Appropriations:	
a.	Worker's Compensation	193,460
b.	Self Insurance Claims	100,000
c.	Other Expenses	41,877
d.	Operating Transfers	375,000

#### SECTION V - DEBT FUNDS

T.	Debt Service:	
1.	Estimated Fund Balance - October 1, 2015	\$ 143,207
2.	Estimated Revenues	944,880
3.	Appropriations:	
a.	Debt Service-Police/Court	908,350
b.	Other	5,000

#### SECTION VI - CITY TAX RATES

Preliminary City Tax Rates were adopted on July 20, 2015, after the required notices were filed and Public Hearings held. The Rates were calculated in accordance with Michigan Compiled Law Section 211.34E and 211.34D. The calculated City Tax Rates are the minimum required to defray operating expenses for the fiscal year October 1, 2015, through September 30, 2016. The Rates are as follows:

1.	City Operating	\$15.0538/M Taxable Value
2.	Refuse Collection	\$ 2.5166/M Taxable Value
3.	Debt	\$ 2.5166/M Taxable Value
4.	Drain #5 Operation & Maintenance	\$ 2.6630/M Taxable Value

#### SECTION VII - ADOPTION

This ordinance is necessary for the immediate preservation of the public peace, property, health, safety and for the daily operation of all city departments. This ordinance shall take effect October 1, 2015, which represents the first Thursday in October. On the question, "SHALL THIS ORDINANCE NOW PASS?", the following vote was recorded:

YEAS

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

Council Member

Fricke  
Galeski  
Miciura  
Sabuda  
Schultz  
VanBoxell

NAYS

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

Absent: \_\_\_\_\_

**CERTIFICATION**

We, the undersigned, Joseph R. Peterson and Lawrence S. Stec, respectfully, the Mayor and City Clerk of the City of Wyandotte, Michigan, do hereby certify that the foregoing ordinance was duly passed by the Council of the City of Wyandotte at a regular meeting, therefore, on September 21, 2015.

DATED: \_\_\_\_\_

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

\_\_\_\_\_  
Lawrence S. Stec, City Clerk

**FINAL READING OF ORDINANCE:**

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

AN ORDINANCE ENTITLED

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

THE CITY OF WYANDOTTE ORDAINS:

Section 1. City Engineer.

Commencing April 20, 2015 and expiring on April 17, 2017, the City Engineer shall receive an annual salary in the sum of \$105,622.40 (subject to adjustment as set forth below) and an annual auto allowance of \$1,000 (to cover in town city business travel expenses) and may request mileage reimbursement for the city related business conducted outside the City of Wyandotte at the rates as allowed by the Internal Revenue Service. The City Engineer's salary will be increased in the same manner as other non-union administrative city employees.

In addition, the City Engineer shall receive the following benefits:

1. The City Engineer will be enrolled in the City's defined contribution plan at the same level of benefits and employee contributions as other City non-union administrative officials participating in that plan.
2. The City Engineer may elect to participate in the City's Section 457 Deferred Compensation Plan and/or Section 125 Cafeteria Plan, at any time during his employment.
3. The City Engineer, his spouse and dependents shall be eligible for the same insurance benefits or other benefits and services (as outlined in Article II of the Personnel Policy Handbook) as other City non-union administrative employees, at the same level of employee contributions to premium.
4. At the end of employment with the City, the City Engineer will be eligible for participation in the City's Retiree Health Insurance Plan at the same level of benefits and retiree contribution to premium as City non-union administrative employees hired prior to October 1, 2005.
5. City Engineer will be entitled to the same paid holidays as City non-union administrative employees.
6. City Engineer shall earn one (1) sick day per month worked. Vacation time shall be earned monthly in accordance with the same schedule of benefits available to other City non-union administrative employees.
7. City Engineer shall be eligible for three (3) personal days per calendar year.

8. City Engineer shall receive any accrued, unused vacation at the end of his employment with the City, at his final salary.

9. City Engineer shall receive any accrued, unused sick time at the end of his employment with the City consistent with other City non-union administrative employees which is currently one-half (1/2) of accrued balance limited to ninety (90) days. City Engineer shall not be entitled to compensatory time off.

The City Engineer shall execute and be subject to the employment agreement with the City of Wyandotte.

Section 2. Repeal.

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

Section 3. Effective Date.

This Ordinance takes effect fifteen (15) days from the date of its passage and a summary shall be published in a newspaper circulated in the City of Wyandotte within ten (10) days after the adoption.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____
	Absent:	_____

I hereby approve the adoption of the foregoing ordinance this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the \_\_\_ day of \_\_\_\_\_, 2015.

Dated \_\_\_\_\_, 2015

\_\_\_\_\_  
**JOSEPH R. PETERSON**, Mayor

\_\_\_\_\_  
**LAWRENCE STEC**, City Clerk

**FINAL READING OF ORDINANCE:**

"AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING  
ORDINANCE TO REZONE THE PROPERTY KNOWN AS 1102 OAK STREET  
FROM ONE FAMILY RESIDENTIAL DISTRICT (RA) TO NEIGHBORHOOD  
BUSINESS DISTRICT (B-1)"

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING  
ORDINANCE TO REZONE THE PROPERTY KNOWN AS  
1102 OAK STREET FROM ONE FAMILY RESIDENTIAL DISTRICT (RA) TO  
NEIGHBORHOOD BUSINESS DISTRICT (B-1)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

The following described property located in the City of Wyandotte, County of Wayne, State of Michigan, and described as follows:

Lot 8, Hurst and Post's Subdivision, Block 310, as recorded in Liber 1, Page 298, Wayne County Records

Known as: 1102 Oak Street, Wyandotte, Michigan

be and is hereby rezoned from One Family Residential District (RA) to Neighborhood Business District (B-1).

Section 2. Amendment of Zoning Map.

The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. \_\_\_\_\_

Section 3. Severability.

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

Section 4. Effective Date.

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

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Van Boxell	_____

Absent: \_\_\_\_\_

I hereby approve the adoption of the foregoing ordinance this \_\_\_\_\_ day of September, 2015.

**CERTIFICATE**

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the \_\_\_\_\_ day of September, 2015.

Dated September \_\_\_\_\_, 2015

\_\_\_\_\_  
JOSEPH R. PETERSON, Mayor

\_\_\_\_\_  
LAWRENCE STEC, City Clerk



-  RA ONE FAMILY RESIDENTIAL DISTRICT
-  RT TWO FAMILY RESIDENTIAL DISTRICT
-  O-S OFFICE SERVICE DISTRICT
-  B-1 NEIGHBORHOOD BUSINESS DISTRICT

CITY OF WYANDOTTE, MICHIGAN  
 AMENDED ZONING MAP NO. 286

ORDINANCE NO.  
 DATED

MAYOR: \_\_\_\_\_  
 JOSEPH R. PETERSON

CLERK: \_\_\_\_\_  
 WILLIAM R. GRIGGS

 NORTH  
 NOT TO SCALE

## BUILDING CODE BOARD OF APPEALS

September 14, 2015

A meeting of the Building Code Board of Appeals, City of Wyandotte was called to order by Chairman Carley at 5:00 p.m., in the Engineering Department Meeting Room at City Hall, 3200 Biddle Avenue, Suite 200, Wyandotte, Michigan.

**MEMBERS PRESENT:** Badalamenti  
Carley  
Havlicsek  
Johnson  
Parker  
Zanley

**MEMBERS ABSENT:** Butch

**ALSO PRESENT:** Sheila Johnson, Secretary  
Jeremy & Amy Duncan, 341 Emmons, Appellants and Owners  
Gary Rushlow, 2959 Biddle, Appellant  
Kayla Slimiar, 2959 Biddle, Appellant  
Katherine Chambers, 2955 Biddle, Owner  
Lee Nicholson, 2955 Biddle, Owner

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**Appeal #609 – Denied.**

**The proposed would substantially impair the intent and/or purpose of the Ordinance.**

Jeremy Duncan (Applicant and Owner) has appealed to the Building Board of Appeals of the City of Wyandotte for permission to obtain a variance for existing guardrails at 341 Emmons, Wyandotte MI (see file for legal description) in a RT zoning district, where the proposed conflicts with In accordance with Section PM 702.9 Stairways, handrails and guards of the Wyandotte Property Maintenance Code as follows:

**PM-702.9 Stairways, handrails and guards:**

Open portions of a stair, landing, balcony, porch deck or other walking surface which is more than 30 inches above the floor or grade shall have guardrails which are not less than 30 inches high.

Homeowner is appealing to allow existing guardrails which are at 20" in height.

---

Motion was made by Member Johnson, supported by Member Parker to deny this appeal.

Yes: Badalamenti, Carley, Havlicsek, Johnson, Parker, Zanley

No: None

Abstain: None

Absent: Butch

Motion passed.

---

### **APPEAL #609**

Chairman Carley read the appeal and asked that it be explained.

Mr. Duncan explained that the house was built in 1924 and he wanted to keep the existing guardrails. He explained that other porches in the neighborhood had the same height guardrail and it would not look appealing to change the porch. He stated that the only reason he was before the Building Board today was due to having a sale inspection and he was told to appeal this for a variance. He noted that he could understand if the porch was being rebuilt then the current code showed apply.

Member Havlicsek commented that he noticed the Duncan's already had the graspable a handrail, which was code.

Mrs. Duncan explained that the porch guardrail was the only item left to complete the inspection report and they wanted to have the house up to code and move in ready for the future purchaser.

Member Parker noted that money could be placed in escrow for the future purchaser to assume the guardrail repair.

Member Johnson stated that it would be a hard to give a variance due to this being a safety issue.

Member Johnson suggested that 16" ornamental iron could be used which would be cheaper.

The Member's all agreed that due to the safety issue that this appeal could not be given a variance.

Zero (0) communications were received for this appeal.

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**Appeal #610 – Granted temporarily for a four (4) month period and have the Engineering and Building Department re-evaluate if a ventilation system is needed.**

**The proposed would not substantially impair the intent and/or purpose of the Ordinance.**

Gary Rushlow (Applicant) and Daly Merritt Properties (Owner) has appealed to the Building Board of Appeals of the City of Wyandotte for permission to obtain a variance to not provide an engineered system at 2959 Biddle, Wyandotte MI (see file for legal description) in a CBD zoning district, where the proposed conflicts with in accordance with Table 403.3 Nail Salons Footnote B and H of the Michigan Mechanical Code as follows:

**Table 403.3 Nail Salons Footnote B and H:**

B. Mechanical exhaust required and the recirculation of air from such spaces is prohibited.

H. For nail salon, each nail salon shall be provided with a source capture system capable of exhausting not less than 50 cfm per station.

Business is requesting to not provide an engineered system due to the fact that the chemicals used in his nail salon areas are non-hazardous.

---

Motion was made by Member Johnson; supported by Member Badalamenti to grant temporarily this appeal.

Yes: Badalamenti, Carley, Havlicsek, Johnson, Parker, Zanley  
No: Butch  
Abstain: None  
Absent: None

Motion passed.

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**APPEAL #610**

Chairman Carley read the appeal and asked that it be explained.

Mr. Rushlow stated that he did agree with the code for salons that used hazardous chemicals. He explained that the products he used was "Aveda" which was natural products and non-hazardous. He noted that he operated another salon in Woodhaven and this code issue was not required.

Member Havicsek asked if other nail products would be used in the salon.

Mr. Rushlow stated no.

Mrs. Chambers explained that she was the owner next door located at 2955 Biddle. She stated she has owned the building 35 years and currently lives there and also has tenants. She stated that her concern was for the code ventilation to be installed.

Mr. Nicholson explained that he had researched information on nail polish and that it had solvent in it which was toxic and could kill hormones, cause dizziness, nausea and headaches. He stated that calling it toxic free was a false statement and that the industry does not regulate it. He stated that a filtration system is needed to be safeguarded from the toxins.

Mr. Rushlow stated that he has gotten headaches from going into other businesses but not his salon because the products he used were odorless. He explained he felt it would be pointless and expensive to have the system installed for odorless products.

Member Johnson stated that if the required exhaust would be put it would probably be quite expensive.

Mr. Rushlow stated it would be and his money was all put in for remodeling the salon and that they were supposed to open on Tuesday, September 15, 2015.

Mr. Zanley noted that mechanical code is a state required code.

Zero (0) communications were received for this appeal.

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Other Business:  
None at this time.

The meeting adjourned at 6:00 p.m.

  
Sheila Johnson, Secretary

BUILDING CODE BOARD OF APPEALS  
Wyandotte, Michigan

RESOLUTION

Wyandotte, Michigan September 14, 2015

RESOLUTION BY MEMBER

Parker

RESOLVED BY THE BUILDING CODE BOARD OF APPEALS OF THE CITY OF  
WYANDOTTE,

That APPEAL NO. #609 by Jeremy Duncan (Appellant and Owner)

To    APPROVE    X DENY appeal for a variance to Section PM 702.9 of the  
Wyandotte Property Maintenance Code at 341 – Emmons, Wyandotte, Michigan.

I move the adoption of the foregoing resolution.

Member:

[Signature]

Supported by Member:

[Signature]

Yeas --- Members --- Nays

X	Badalamenti	
	Butch	ABSENT
X	Carley	
X	Havlicsek	
X	Johnson	
X	Parker	
X	Zanley	

Building Code Board of Appeals  
Wyandotte, Michigan

RESOLUTION

Wyandotte, Michigan September 14, 2015

RESOLUTION BY MEMBER Johnson

RESOLVED BY THE BUILDING CODE BOARD OF APPEALS OF THE CITY OF  
WYANDOTTE,

That APPEAL NO. #610 by Gary Rushlow (Appellant) and Daly Merritt Properties  
(Owner)

*Temporarily a 4 month period & have the ENG DEPT Re-evaluate*  
To  APPROVE  DENY appeal for a variance to Table 403.3 Nail Salons Footnote  
B and H of the Mechanical Code at 2959 Biddle, Wyandotte, Michigan.

I move the adoption of the foregoing resolution.

Member:

*Dan Johnson*

Supported by Member:

*Frank Badalamenti*

Yeas	Members	Nays
X	Badalamenti	
	Butch	ABSENT
X	Carley	
X	Havlicsek	
X	Johnson	
X	Parker	
X	Zanley	

**OFFICIALS**

Thomas Woodruff  
CITY ASSESSOR

Lawrence S. Stee  
CITY CLERK

Todd M. Browning  
TREASURER



**COUNCIL**

Sheri M. Sutherby-Fricko  
Daniel E. Galeski  
Tadeusz Mielura Jr.  
Leonard T. Sabuda  
Donald Schultz Jr.  
Kevin VanBoxell

**DOWNTOWN DEVELOPMENT AUTHORITY**

**Meeting Minutes**

Tuesday, September 8<sup>th</sup>, 2015 at 5:30 pm

Council Chambers, 3200 Biddle Avenue, Suite 300, Wyandotte MI. 48192

**MEMBERS PRESENT:** Gerry Lucas, Patt Slack, Greg Gilbert, Anne Majlinger, Norm Walker and Leo Stevenson

**MEMBERS EXCUSED:** Rick DeSana, John Jarjosa and Mayor Peterson

**OTHER PRESENT:** Heather Thiede and the Owners of Total Health Foods

**PERSONS IN THE AUDIENCE, PUBLIC COMMENT:** None

**APPROVAL OF MINUTES & AGENDA:**

Motion by A. Majlinger supported by G. Lucas to approve the minutes from the last meeting and agenda for the September 8<sup>th</sup> 2015 meeting. All in favor, motion carried.

**INFORMATION TO RECEIVE & PLACE ON FILE:**

- a. DDA Grant Subcommittee meeting minutes

Motion by N. Walker, supported by G. Lucas to receive the minutes and place on file. All in favor, motion carried.

**MONTHLY REVENUE/EXPENDITURE REPORT:**

P. Slack presented the monthly revenue and expenditure report. G. Gilbert noted that he has not seen an invoice from the high school for the \$15,000 viaduct project. H. Thiede will inquire with N. Rankine and report back as to the status of the invoice to the DDA board.

Motion by G. Lucas supported by A. Majlinger to approve the monthly revenue and expenditure report. Roll Call, all in favor, motion carried.

**ONGOING PROJECTS AND BUSINESS:**

- a. Design and Promotion Updates: Matt Lee: H. Thiede stated that Natalie Rankine gave her an update to present to the committee that Matt Lee has been paid for the October event and she will pay him for the Small Business Saturday event once the new budget begins October 1<sup>st</sup> 2015.

- b. Holiday Decorations Bid: P. Slack reviewed the bid with the committee and stated that the amount was \$5,000 over the \$30,000 budget. The committee discussed the overage. P. Slack stated that she and Anne will meet with the company owner from Grosse Ile Lawn Sprinkler, Inc. to try and shave off the extra \$5,000 and then report back to the DDA at the next meeting.

**NEW BUSINESS:**

- a. Grants: The board asked the owners of Total Health to update the group on the progress of the construction of their new building/business. The owners gave a detailed update and stated that they are planning on opening on the November Third Friday. L. Stevenson informed the owners that the Grant Sub-Committee recommended a grant in the amount of \$5,000 towards their façade on the new building.

**Motion by L. Stevenson, supported by Norm Walker to award Total Health Foods a grant in the amount of \$5,000.00 upon completion of the project. Roll call, all in favor. Motion carried.**

- b. Director Resignation: P. Slack stated that Natalie Rankine is now working at Roosevelt High School and will be missed. H. Thiede read a note from Rankine stating that she will be in the DDA office every Friday afternoon or Saturday morning until at least October 2<sup>nd</sup>. Reporting for the DUFEB grant and checks will be processed and she will be updating the budget accordingly.

**Motion by G. Gilbert, supported by G. Lucas to receive and place Natalie Rankine's resignation letter on file. All in favor, motion carried.**

**NEXT REGULAR MEETING:** October 13<sup>th</sup>, 2015

**ADJOURNMENT:**

**Motion by G. Lucas, supported by G. Gilbert to adjourn the September DDA meeting at 6:01 pm. All in favor, motion carried.**

Respectfully Submitted,

Heather Thiede, Deputy Recording Secretary

CITY OF WYANDOTTE  
BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT  
SEPTEMBER 9, 2015

Members Present: John Darin, Chairman, Kenneth Bearden, Michael Bozymowski, Noel Galeski, Lisa Lesage, Linda Orta, Stephanie Pizzo, Alice Ugijesa

Members Excused: Andrea Fuller, Bill Summerell

Guests: None

1. Call to Order: The meeting was called to order by John at 6:00 pm.
2. Reading and Approval of Previous Minutes:
  - a. August 12, 2015 Regular Meeting: After discussion, there was an account balance adjustment in item #5a, and textual changes in items 7b and 8a. Alice made a motion, seconded by Linda, to approve the draft minutes of the August 12, 2015 regular meeting of the Beautification Commission, as revised. The motion was approved.
3. Approval of Agenda:
  - a. Approval of Meeting Agenda: In deference to the fact that Alice needed to leave early, Alice's reports were moved to the front of the agenda. Motion was made by Noel, seconded by Lisa, to approve the meeting's agenda as revised. The motion was approved.
4. Hanging Baskets Update: After much discussion, Alice made a motion, seconded by Mike, to purchase 13 mums for the arbor and free-standing hanging baskets at \$30 each, for a total price of \$390. A \$30 delivery charge will apply. The mums will function as transition plantings between the spring and winter holiday hanging baskets. The motion was approved.
5. Beautification Awards Update: Alice reviewed her list of the 2015 Beautification Awards winners. There are 10 residences and 3 businesses receiving awards this year. The commissioners were informed that the awards presentation has been re-scheduled to September 21<sup>st</sup> at the City Council meeting. All commissioners were invited to attend.
6. Chairperson's Report:
  - a. Documents: An updated Attendance Log was distributed.
  - b. Follow-Up Correspondence Re. Replacement Tree at Total Health Foods: John reviewed the email correspondence to Natalie Rankine regarding the deferring the replanting of this tree box until after the conclusion of the build-out construction.
7. Treasurer's Report:
  - a. FY 2014-2015 Expense Report: After approved expenses, the current account balance has been revised to \$1099.35. John and Mike were informed by Natalie that a submitted Expense Request for replacement of the Gator water pump for \$121.52 was, in fact, paid through the downtown streetscape maintenance account. Anticipated approximate expenses for the remainder of this fiscal year are: \$410 community garden lumber & hardware; \$390 mums for hanging baskets; \$74 fall flowers; \$100 supplies & equipment; \$25 refreshments for Fall Dig-In; \$60 BCSEM registration fees; and \$40 hand tools, kneelers, and other dig-in supplies.
  - b. Develop FY 2015-2016 Operating Expenses Budget By Expense Category: John reported that he has inquired regarding our FY 2016 budget. Mike introduced his following recommendations for operating expenses by expense category, assuming a FY 2016 operating budget of \$6000.00:

Membership Dues, Program Fees:	\$300
Community Garden:	\$1300
Spring Clean-Up:	\$50
Spring Dig-In:	\$1500
Fall Dig-In:	\$500
Planter Pots & Urn Plantings:	\$600
Spring Hanging Baskets:	\$600
Winter/Holiday Hanging Baskets:	\$700
Beautification Awards:	\$100
Planters, Equipment:	\$250
Contingency Fund:	<u>\$100</u>
Total:	\$6000

It was noted that replacement of the remaining deteriorated community garden beds was budgeted. After much discussion, Mike made a motion, seconded by Noel, to approve the proposed FY 2016 operating budget by expense category. The motion was approved.

8. Communications and Event Marketing Report:
  - a. Fall Dig-In Flyer: John reported that Andrea has developed a flyer for the Fall Dig-In. A request has been placed with the Mayor's Office for printing color copies for distribution.
  - b. Newsletter Communication To Volunteers: Lisa brought up an idea to communicate to current and potential volunteers for our special events via a newsletter. After much discussion, the consensus of the Commission was that this idea had merit, and should be followed up for 2016 events. It was suggested that, rather than creating our own newsletter, why not tag onto the City of Wyandotte E-newsletter that is published periodically.  
Follow-Up: Lisa was requested to follow-up with Andrea to coordinate this marketing effort via e-newsletters for 2016. John offered to assist with writing text.
9. "Adopt-A-Spot in Wyandotte" Program Update: There were no new Adopt-A-Spot applications since last report.
10. Community Garden Update:
  - a. Replacement of All Garden Beds in 2016: Ken reported that he will purchase the necessary lumber and hardware for community garden bed replacement in early Spring, 2016. The lumber will be stored over the winter indoors at the DPS facility. Ken will secure the hardware.
  - b. Pippin Apple Tree: Ken reported that he has been in communication with the owner of the heirloom Pippin apple tree. This apple tree will be relocated out of the community garden by its owner, and will be transplanted on private property through the owner's arrangements.
  - c. Lowe's Purchase Account: John reported that he is updating the Beautification Commission purchase account at Lowe's. John is currently an approved buyer, and he is adding Mike and Ken as approved buyers. A letter has been faxed to the Lowe's Credit Department requesting this, and other, account updates.
11. Fall Dig-In and Volunteer Recruitment: Lisa distributed and reviewed her punch list of Fall Dig-In Suggestions. The plan is to dig up hostas and daylilies from tree boxes that are full, and transplant them to tree boxes that have bare areas, per Noel's survey of DDA tree boxes. Bill and John will bring their hand tools supplies. Lisa wants to hold a raffle to spur volunteer interest.
12. Old Business: Noel reported that she emailed the Mayor regarding the apparent lack of lawn maintenance on the Fort Street boulevard. She was very happy to note that this situation got taken care of very promptly after the Mayor was notified. The Commission expressed its consensus desire to see the Fort Street boulevard through Wyandotte be as consistently well-maintained as it is in Lincoln Park and other neighboring communities. It is expected that the appropriate city departments will exercise their abilities to ensure this is done by the persons maintaining this state road.
13. New Business: There was no New Business.
14. Round-Table Reports and Announcements: There were no reports or announcements.
15. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, October 14, 2015 at 6:00 pm – 8:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
16. Adjournment: The meeting was adjourned at 7:55 pm.

Respectfully Submitted,

John Darin  
Chairman,  
Wyandotte Beautification Commission

# City of Wyandotte

## Police Commission Meeting

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Regular Commission Meeting  
September 8, 2015

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### ROLL CALL

Present: Chief Daniel Grant  
Commissioner John Harris  
Commissioner Doug Melzer

Absent: Commissioner Dr. Michael Izzo (Excused)

Others Present: None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson Commissioner Harris at 6:17 p.m.

The Minutes from the regular Police Commission meeting on August 25, 2015, were presented.

Melzer moved, Harris seconded.

CARRIED, to approve the regular minutes of August 25, 2015, as presented.

### UNFINISHED BUSINESS

NONE

### COMMUNICATIONS

NONE

### DEPARTMENTAL

#### 1. Police Statistics – August 2015, Year To Date

There is nothing significant to report.

Chief Grant used to receive quarterly reports from the State, but hasn't seen any in quite some time. He will try to go online and print the State statistics for the next Commission meeting. This should allow us to do some yearly comparisons of the statistics.

#### 2. Bills and Accounts – September 8, 2015 \$17,245.10

Melzer moved, Harris seconded,

CARRIED, to approve payment of the bills for September 8, 2015 \$17,245.10

## NEW BUSINESS

### **1. Staff Meeting**

Chief Grant shared the agenda for the Command Staff meeting which was held earlier in the afternoon. He indicated he would share the meeting minutes with the Commissioners as soon as they were available.

The Chief gave a brief description of each agenda item and a general discussion followed.

Staff meetings are usually held once per year unless something comes up in the interim.

Commissioner Harris suggested meeting quarterly, but Chief Grant said this would be expensive to do because of the overtime paid to the individuals to attend the meeting.

### **2. 911 Ceremony**

The Department has been invited to participate in the annual 9-11 ceremony being held at the local V.F.W. on September 11, 2015. We will be in attendance.

### **3. Handicap Signs**

The Traffic Department submitted a handicapped sign request for 1042 Lincoln.

Melzer moved, Harris seconded.

CARRIED, to approve the installation of handicap signs at 1042 Lincoln.

### **4. New Hires**

Commissioner Melzer inquired about the status of the new hires. Chief Grant said they are all doing well.

However, we did lose one potentially good candidate who opted to hire in with Canton.

Since we still need to hire at least one other officer, we are looking at one of our past dispatchers and also looking at those attending an Academy and almost ready to graduate.

### **5. Command Contract**

Commissioner Harris wanted to know if there has been any discussion on the promotion process yet. Chief Grant said they may have to look at reducing the number of years of seniority from 7 to 4 in order to be promoted to Sgt. This would give the Department a better pool of candidates from which to promote.

In terms of education, it was speculated that the union would probably push to require only require a high school diploma.

An officer currently needs a bachelor's degree in order to be promoted to a Lieutenant.

The contract expiration is approaching and negotiations should commence in the near future.

*Members of the Audience*

**ADJOURNMENT**

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:57 p.m.

Melzer moved, Harris seconded,  
CARRIED, to adjourn meeting at 6:57 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department

*Laura Allen*

DRAFT