



# **AGENDA**

REGULAR SESSION

MONDAY, MARCH 11, 2019 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE MEGAN MAIANI

## **CALL TO ORDER**

## **PLEDGE OF ALLEGIANCE**

**ROLL CALL:** Mayor Peterson, Alderman, Calvin, DeSana, Maiani, Sabuda, Schultz

## **PRESENTATIONS**

## **PRESENTATION OF PETITIONS**

## **PUBLIC HEARINGS**

## **UNFINISHED BUSINESS**

## **CALL TO THE PUBLIC**

**At this time, any persons having matters of immediate importance which they were unable to place in writing prior to the agenda deadline may approach the podium to address Mayor and Council.**

## **CONSENT AGENDA**

**All items listed under the Consent Agenda are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items, unless a Council member so requests, in which event the items will be removed from the Consent Agenda and added to the regular agenda in New Business.**

1. Approval of Council Meeting Minutes – February 25, 2019
2. Extension of Amusement Distributor and Device Fees Report
3. Shred Day 2019 Property Use Request
4. WMS Bid #4752: Bid Acceptance – DeMaria

## **NEW BUSINESS**

5. Designation of Memorial Park – Honoring Sam Palamara
6. Hiring of Part-Time Magistrate – Mastrogiacomo
7. FY2018 WMS Audited Financial Statements
8. Golf Cart Lease Extension – Pifer Inc.
9. Bishop Park Concession Stand Lease Extension 2019
10. Hiring of Code Compliance Officials
11. Amendment to Purchase Agreement – 644 Orange
12. Bid # 4757: Bid Acceptance – Michigan Joint Sealing
13. First Reading #1473: Various Amendments to Chapter 31 – Rental Dwellings & Rental Units
14. Available City Lots – Service Contract with Re/Max on the Boulevard

## **BILLS & ACCOUNTS**

## **REPORTS & MINUTES**

Fire Commission

February 12, 2019

Municipal Service Commission

March 6, 2019

Police Commission

February 12 & February 26, 2019

## **REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**

**NEXT MEETING OF THE CITY COUNCIL:** March 25, 2019

## **ADJOURNMENT**

**RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that the following items on the consent agenda be approved:

1. Approval of Council Meeting Minutes – February 25, 2019
2. Extension of Amusement Distributor and Device Fees Report
3. Shred Day 2019 Property Use Request
4. WMS Bid #4752: Bid Acceptance – DeMaria

I Move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

_____	<b>Alderman</b>	_____
_____	<b>Calvin</b>	_____
_____	<b>DeSana</b>	_____
_____	<b>Maiani</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____

**CITY OF WYANDOTTE**  
**REGULAR CITY COUNCIL MEETING**

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, February 25, 2019, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

The meeting began with the Pledge of Allegiance (led by Cub Scout pack #1770), followed by roll call.

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Present: Councilpersons Robert Alderman, Christopher Calvin, Robert DeSana, Megan Maiani, Leonard Sabuda, and Donald Schultz

Absent: Theodore Galeski, City Assessor

Also Present: Todd Browning, City Treasurer; William Look, City Attorney; Mark Kowalewski, City Engineer; and Lawrence Stec, City Clerk

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**PRESENTATION**

**PRESENTATION OF PETITIONS**

**PUBLIC HEARINGS**

**UNFINISHED BUSINESS**

**CALL TO THE PUBLIC**

**CONSENT AGENDA**

**2019-60 CONSENT AGENDA APPROVALS**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that the following items on the consent agenda be approved:

1. Approval of Council Meeting Minutes – February 11, 2019
2. Special Event Applications:
  - a. Henry Ford Wyandotte Hospital Wellness Wednesdays
  - b. Wyandotte Jaycees Easter Egg Hunt
  - c. WSAF/City of Wyandotte Official Artwork Agreement
  - d. WSAF Lemonade Stand Agreement
  - e. WSAF Beverage Area Manager Contract
  - f. WSAF Rental Contract – Symon Rental
  - g. WOW 360 Events – August & September 2019
3. Traffic Control Order 2019-01: 414 Sycamore

Motion unanimously carried.

**2019-61 MINUTES**

By Councilperson DeSana, supported by Councilperson Maiani

RESOLVED that the minutes of the meeting held under the date of February 11, 2019, be approved as amended.

Motion unanimously carried.

**2019-62 HFWH WELLNESS WEDNESDAYS**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city property, including Arrowhead Pavilion, for the Henry Ford Wyandotte Hospital

Wellness Wednesday events to be held from June to September on the following dates from 6:30 to 7:30 pm:

- June Dates:
  - June 5, 2019
  - June 12, 2019
  - June 19, 2019
  - June 26, 2019
- July Dates:
  - July 17, 2019
  - July 24, 2019
  - July 31, 2019
- August Dates:
  - August 7, 2019
  - August 14, 2019
  - August 21, 2019
  - August 28, 2019
- September Dates:
  - September 4, 2019
  - September 11, 2019
  - September 18, 2019
  - September 25, 2019

BE IT FURTHER RESOLVED that Henry Ford Wyandotte Hospital will comply with the following:

- If there are any costs for any city staff/material/property for said event, HFWH will be responsible for those fees no later than 14 days after said event date.
- Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse.
- The HFWH will be responsible for clean up (glass, spills, broken items, etc.) before, during, and after the event.
- Any requests made after this event is reviewed and approved by Council will be evaluated by the Special Events Coordinator and necessary Department Heads for consideration of approval.

BE IT FURTHER RESOLVED that HFWH must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement as prepared by the Department of Legal Affairs.

Motion unanimously carried.

### **2019-63 JAYCEES EASTER EGG HUNT**

By Councilperson DeSana, supported by Councilperson Maiani

WHEREAS the Wyandotte Jaycees have requested permission to use Bishop Park and any surrounding city sidewalks, streets, and/or property necessary, with permission to include bounce houses and a food vendor placed on site, for the Wyandotte Jaycees Easter Egg Hunt event to be held on April 20, 2019, from 9AM – 3PM.

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the use of Bishop Park for the Wyandotte Jaycees Easter Egg Hunt.

BE IT FURTHER RESOLVED that the Wyandotte Jaycees will comply with the following:

- That any costs, overtime or otherwise, for any city staff/material/property for said event will be the responsibility of the Wyandotte Jaycees.
- Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse.
- The Wyandotte Jaycees will be responsible for clean up (glass, spills, broken items, etc.) before, during, and after the event.
- Any requests made after this letter is reviewed and approved will be evaluated by the Special Events Coordinator and necessary Department Heads for approval/denial.

BE IT FURTHER RESOLVED that the Wyandotte Jaycees must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement as prepared by the Department of Legal Affairs.

Motion unanimously carried.

**2019-64 WSAF/WYANDOTTE OFFICIAL ARTWORK AGREEMENT**

By Councilperson DeSana, supported by Councilperson Maiani

WHEREAS the Special Events Coordinator has requested to contract the services of Connie Lustig for the Wyandotte Street Art Fair 2019 as well as many other posters, logos, marketing material and artwork for the city of Wyandotte and special events.

WHEREAS said services will consist of the following event, time and cost:

Wyandotte Street Art Fair: \$1,000 – 285-225-925-860

Various special event expense accounts – including Third Friday Promotions

BE IT RESOLVED that Council concurs with the Special Events Coordinator to approve the contract with Connie Lustig for the 2019 WSAF with funds to be paid from the WSAF Expense Account 285-225-925-860 and various event expense accounts for additional artwork/logos/etc.; AND

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.

**2019-65 WSAF LEMONADE STAND AGREEMENT**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator to approve the contract between the City of Wyandotte and Lori's Festive Catering to provide & supply five lemonade stands at the Wyandotte Street Art Fair, July 10<sup>th</sup> – 13<sup>th</sup>, 2019.

BE IT FURTHER RESOLVED that the vendor's certificate of insurance and hold harmless will be submitted by June 1, 2019, pending approval of this contract.

Motion unanimously carried.

**2019-66 WSAF BEVERAGE AREA MANAGER CONTRACT**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve the 2019 Beer Area Agreement between the City of Wyandotte and the Wyandotte Jaycees for the oversight and management of the Riverfront Entertainment Area and the additional beverage area in the vicinity of Maple and Biddle Avenue during the 2018 Wyandotte Street Art Fair from July 10-13, 2019, with set up on July 8, 2019, at a time yet to be determined.

BE IT FURTHER RESOLVED that the Wyandotte Jaycees organization will be responsible for distributing beer and other beverages to the public for the four days of the fair, accepting and disposing of tickets, opening and closing beer areas, set up of both areas before the fair, participating in training offered by the beer distributor, applying for the Liquor License, working with a volunteer group that will be responsible for ticket taking during the fair, coordinating with the Wyandotte Street Art Fair Committee and Staff before/during and after the fair, and any and all other duties/payments/costs outlined in the 2019 Beer Area Agreement.

BE IT FURTHER RESOLVED that the Beer Area Agreement includes a Hold Harmless agreement to be signed by the President or other authorized official of the group and that Mayor and City Clerk are authorized to execute said agreement upon acceptance and signature of the Wyandotte Jaycees representative.

Motion unanimously carried.

**2019-67 WSAF RENTAL CONTRACT – SYMON RENTAL**

By Councilperson DeSana, supported by Councilperson Maiani

WHEREAS Symon Rental will provide various tents, tables, and other items for the 2019 Wyandotte Street Art Fair to be held July 10-13, 2019.

BE IT RESOLVED that Council approves the contract between the City of Wyandotte and Symon Rental to provide rentals for the 2019 Wyandotte Street Art Fair in the amount of \$2,885.00 to be paid from the WSAF Expense account #285-225-925-730-860.

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to sign said contract.

Motion unanimously carried.

## **2019-68 WOW 360 EVENTS – AUGUST & SEPTEMBER 2019**

By Councilperson DeSana, supported by Councilperson Maiani

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 events to be held by WOW 360 on the following dates:

- Wine Crawl: August 16<sup>th</sup>, 2019 - 6-11 pm
  - Access to the Grass Lot, Elm Street between CVS & Biddle, First street between Oak and Maple and Maple Street between Biddle and Second Street.
  - 4' chain link fence and / or bike rack fencing to go around the event space. Set up on Friday at 9a.m.
  - “No Parking on Friday signs to be placed on Elm Street between CVS & Biddle, Frist street between Oak and Maple and Maple Street between Biddle and Second Street. Thursday, August 15.
  - Electrical is needed (more details to follow closer to the event)
  - Trash Cans – an ample supply of lined trash cans to be placed in the event area.
  - City stage delivered on Friday morning.
  - Dumpster to be placed in the lot on Oak & First.
  - No other events are to take place within the approved footprint without written permission from WOW 360 and the Special Events Office.
  - 35 - 8 ft tables to be delivered to the grass lot on Friday no later than 10 am.
  - Use of Gator and / or golf carts
- Fire and Flannel Fest: September 27<sup>th</sup> – 29<sup>th</sup>, 2019
- Friday 5p.m. – 11 p.m. / Saturday 12 p.m. – 11 p.m. / Sunday 12 – 6 p.m.
  - Access to the west side of the City Hall Parking Lot on Monday, Sept 23 – Monday, Sept 30 to park Elliot Amusement housing trailers.
  - Access to the Yack Arena Parking Lot Monday, Sept 23 – Monday, Sept 30 to park Elliot Amusement rides. (set up on Monday – Thursday) Ride inspections on Friday morning.
  - Sycamore to be closed between 3<sup>rd</sup> and 2<sup>nd</sup> Street –Monday, Sept 30 to park Elliot Amusement to house the rides. Spaces near the Yack will be reserved for Yack parking. (see map)
  - Sycamore to be closed between 2nd and Biddle Friday – Sunday.
  - Maple between 3<sup>rd</sup> and 2<sup>nd</sup> to be closed Thursday, Sept 26 at 12 noon til Sunday, Sept 29 at 12 midnight. \*Soft Close at Maple and 3<sup>rd</sup>, hard close after the Fire Stations driveway. This will allow emergency trucks to have access during the festival.
  - 2<sup>nd</sup> Street to be closed from Maple to Sycamore Thursday, Sept 26 at 12 noon til Sunday, Sept 29 at 12 midnight. Maple will be left open, for right turns onto 2<sup>nd</sup> Street.
  - Access to the parking lot off Maple & 2<sup>nd</sup> Street - Thursday, Sept 26 at 8 a.m. til Sunday, Sept 29 at 12 midnight.
  - City stage to be place in the parking lot at Maple and 2<sup>nd</sup>.
  - Alcohol sales will be contained in the parking lot with security and fence.
  - A 40 x 100 tent will be placed in the lot.
  - Port a johns will be placed throughout the event.
  - “No Parking” Signs to be placed the day before each closure listed above.
  - Access to water
  - Access to city power
  - Generator will be placed in the parking lot for stage power.
  - Use locking fence, bike rack and / or barricades to block in liquor permitted area.
  - Stage to be delivered on Thursday, Sept 26 at 9 a.m. and picked up on Sunday or Monday morning.
  - Trash Cans – an ample supply of lined trash cans throughout the event area.
  - Use of Gator and / or golf carts (3 total)

- Dumpster to be placed in the event footprint, location TBD until closer to the event.
- No other events are to take place within the approved footprint without written permission from WOW 360 and the Special Events Office.

BE IT FURTHER RESOLVED that WOW 360 will comply with the following:

- If there are any costs for any city staff/material/property for said event, WOW 360 will be responsible for those fees no later than 30 days after said event date.
- Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse.
- The WOW 360 will be responsible for clean up (glass, spills, broken items, etc.) before, during, and after the event.
- Any requests made after this event is reviewed and approved by Council will be evaluated by the Special Events Coordinator and necessary Department Heads for consideration of approval.

BE IT FURTHER RESOLVED that the WOW 360 must add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement as prepared by the Department of Legal Affairs.

Motion unanimously carried.

#### **2019-69 TRAFFIC CONTROL ORDER 2019-01**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the recommendation of Deputy Chief Hamilton as set forth in Traffic Control Order 2019-01 for the installation of “Handicap Parking” signs at 414 Sycamore.

BE IT FURTHER RESOLVED that the Department of Public Service be directed to install said signs and the City Clerk be authorized to sign said order.

Motion unanimously carried.

#### **NEW BUSINESS**

##### **2019-70 CIVIL SERVICE COMMISSION APPOINTMENT – B. KUHN**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that Council hereby accepts the resignation of George Lovell from the Civil Service Commission and thanks him for his service; AND

BE IT FURTHER RESOLVED that Council receives and places on file the appointment of Mr. Brian Kuhn as Secretary and Commissioner-At-Large of the Civil Service Commission, as appointed by the 2 current commissioners, to fill the unexpired term of Commissioner Lovell with the term to expire on April 19, 2021.

Motion unanimously carried.

##### **2019-71 APPOINTMENT OF FIRE CHIEF**

By Councilperson DeSana, supported by Councilperson Maiani

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the Mayor Peterson and John Harris, President of Police and Fire Commission, regarding the appointment of Daniel Wright to Fire Chief, are received and placed on file; AND

BE IT FURTHER RESOLVED that Council concurs in the recommendations as set forth in these communications to name Daniel Wright as Fire Chief in the City of Wyandotte with a starting salary at the Fire Chief Class Code E (\$84,718.40 annually); AND

BE IT FURTHER RESOLVED, that the Mayor and City Council thanks Jeffrey Carley for his many years of dedicated service to the City of Wyandotte.

Motion unanimously carried.

YEAS: Councilpersons Alderman, Calvin, DeSana, Maiani, Sabuda, Schultz, and Mayor Peterson

NAYS: None

**2019-72 SAD #944 – 2018 SIDEWALK PROGRAM ASSESSMENTS**

By Councilperson DeSana, supported by Councilperson Maiani

RESOLVED that Council concurs with the recommendation of the City Engineer in directing the City Clerk to schedule a Special Assessment Hearing for Special Assessment District #944.

BE IT ALSO RESOLVED that Council adopts the following criteria for replacing sidewalks:

- 1) Any sidewalks, driveway approaches and service walks within the city right-of-way with a trip hazard of 1" or more.
- 2) Excessive cracking or cracks separating and leaving voids.
- 3) Excessive pitting or deterioration.
- 4) Drainage problems causing ponding of water and ice.
- 5) Any obstruction in the right-of-way such as posts, fence, etc.
- 6) Any improper repairs to the above criteria. The only acceptable repairs shall be:
  - a. Removal and replacement.
  - b. Concrete leveling.

Motion unanimously carried.

**2019-73 SALE OF FORMER 733-737 PINE**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that the communication from the City Engineer and City Assessor regarding the City owned property located at former 733-737 Pine is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 733-737 Pine to Giovanni and AnnMarie Giammalva in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Giovanni and AnnMarie Giammalva do not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 733-737 Pine, between Giovanni and AnnMarie Giammalva and the City of Wyandotte for \$10,000 as presented to Council.

Motion unanimously carried.

**2019-74 SALE OF FORMER 831 ANTOINE**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that the communication from the City Engineer regarding the City owned property located at former 831 Antoine is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 831 Antoine to Dorchester Custom Homes, LLC, Helen Walker in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Dorchester Custom Homes, LLC, does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight Thousand (\$8,000.00) Dollars. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 831 Antoine, between Dorchester Custom Homes, LLC and the City of Wyandotte for \$10,000 as presented to Council.

Motion unanimously carried.



**2019-75 SALE OF FORMER 1598 CORA**

By Councilperson DeSana, supported by Councilperson Maiani

RESOLVED that the communication from the City Engineer regarding the City owned property located at former 1598 Cora is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 1598 Cora to Dorchester Custom Homes, LLC, Helen Walker in the amount of \$10,000.00; AND

BE IT FURTHER RESOLVED that if the Purchaser(s), Dorchester Custom Homes, LLC, does not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for Eight Thousand (\$8,000.00) Dollars. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 1598 Cora, between Dorchester Custom Homes, LLC and the City of Wyandotte for \$10,000 as presented to Council.

Motion unanimously carried.

**2019-76 NEZ APPLICATION – 743 PINE**

By Councilperson DeSana, supported by Councilperson Maiani

WHEREAS per a resolution adopted by the Wyandotte City Council on December 7, 1992, it is the policy of the City of Wyandotte to offer 12-year tax abatements for new single family construction in Neighborhood Enterprise Zones within the City of Wyandotte; and

WHEREAS the former 733-745 Pine is within the City of Wyandotte's Neighborhood Enterprise Zone #2 adopted on December 7, 1992;

NOW THEREFORE BE IT RESOLVED by the City Council that Council CONCURS with the recommendation of City Engineer as set forth in his communication of November 12, 2018, that the City of Wyandotte will approve a 12-year Neighborhood Enterprise Zone Exemption Certificate for the proposed redevelopment at former 733-745 Pine now known as 743 Pine, subject to the proper application materials being submitted to the City and the project's compliance with the Neighborhood Enterprise Zone Act, Act 147 of 1992, as amended; AND

WHEREAS the City Clerk and the City Assessor are hereby authorized to execute said applications for a 12-year Neighborhood Enterprise Zone Certificate.

Motion unanimously carried.

**2019-77 RAT CONTROL CONTRACT RENEWAL – ADVANTAGE PEST CONTROL**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to extend the contract with Advantage Pest Control for the amount of \$ 40,192.88 from account no. 590-200-926-310; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the necessary Amendment to the existing Contract as part of Bid File # 4653 as presented to City Council.

Motion unanimously carried.

**2019-78 2018 LAWN CUTTING SERVICES CONTRACT AMENDMENT (#4726)**

By Councilperson DeSana, supported by Councilperson Maiani

BE IT RESOLVED that Council hereby concurs in the recommendation of the City Engineer to amend the 2018 Grass Cutting Services, File #4726, Contract with R.F.C. Inc., doing business as U.S. Lawns of Livonia to include the 2019 Grass Cutting Services for property maintenance and Memorial Park as set forth in the Amendment to Contract for this work; AND

BE IT RESOLVED THAT the work will be funded from the 2019 budget year TIFA Property Maintenance account #492-200-850-520 (\$60,192.00) and Memorial Grass Cutting account #101-448-825-480 (\$10,752.00); AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to sign said Amendment.

Motion unanimously carried.

**2019-79 FINAL READING #1469: MANDATORY SCHOOL ATTENDANCE/EDU. NEGLECT**  
By Councilperson DeSana, supported by Councilperson Maiani

**AN ORDINANCE ENTITLED**  
**AN ORDINANCE TO AMEND SEC. 25-10.1 “MANDATORY SCHOOL**  
**ATTENDANCE AND EDUCATIONAL NEGLECT” OF THE CODE OF**  
**ORDINANCES OF THE CITY OF WYANDOTTE**

The City of Wyandotte ordains:

Section 1. **Amendment of Sec. 25-10.1 “Mandatory school attendance and educational neglect”.**

**SEC. 25-10.1 Mandatory school attendance and educational neglect.**

- a) This section shall be known as and may be cited as the “Mandatory School Attendance and Educational Neglect Ordinance” of the City of Wyandotte.
- b) Every parent, guardian, or other person in the City of Wyandotte having control and charge of a child from the age of six (6) to the child’s sixteenth birthday, shall send that child to school during the entire school year. The child’s attendance shall be continuous and consecutive for the school year fixed by the school district in which the child is enrolled. A child becoming six (6) years of age before December 1 shall be enrolled on the first school day of the school year in which the child’s sixth birthday occurs.
- c) No person having the care, custody, or control of a child who is required to be enrolled in, or is enrolled in school, shall fail to properly supervise or care for such child where such failure of supervision or care, causes the child to:
  1. Fail to attend school regularly, consecutively, or on time at the start of the school day, unless valid excuse is provided, according to the attendance policy of the school district, or
  2. Have continued discipline, misconduct, or inappropriate behavior of said child at school, or
  3. Have continued violations of the adopted school student codes of conduct by the child.

If a person is responsible for (1), (2), and/or (3) above, said person shall be presumed to be in violation of this section, and where such a person as defined above, shall fail to participate in, or comply with, the corrective measures adopted by the school district for the attendance, discipline, misconduct, behavior or student code of conduct of the child, shall be a failure to properly supervise or care for such child.

- d) The superintendent of schools in the City of Wyandotte, his or her designated attendance officer, or other law enforcement officer, shall investigate each case when notified by a teacher, principal, assistant principal, school officer, or other person, of a violation of subsection (c). If the child complained of is not exempt from public school attendance under state law, the superintendent of schools in the city, his or her designated attendance officer, or other law enforcement officer shall proceed immediately in the manner provided in this section.
  1. The superintendent of schools in the city, his or her designated attendance officer, or other law enforcement officer, may notify in writing, the parent/guardian in person, or by certified mail, to come to the school or to a place designated at a specified time to discuss the child, as well as requiring the child appear at the school the next regular school day following the receipt of notice, and to continue in regular and consecutive attendance in school. Proof of service of the required notice shall be retained by the

superintendent of schools in the city or his or her designated attendance officer, or other law enforcement official, who shall notify the appropriate school officials in case of failure on the part of the parent/guardian to comply with the notice, or,

2. If after a conference with a parent/guardian that has care, control, or custody of a child, has not resulted in compliance of subsection (c).
- e) The superintendent of schools in the city, his or her designated attendance officer, or other law enforcement officer, after giving the formal notice in person, or by mail as prescribed in subsection (d), shall determine whether the parent/guardian has complied with subsection (c). The superintendent of schools in the city, his or her designated attendance officer, or other law enforcement officer, shall ticket or make a complaint against the parent/guardian having the legal care, custody, or control of the child who fails to comply to the court having jurisdiction in the city. The court shall proceed to hear and determine it in the same manner as is provided for other cases under its jurisdiction.
- f) All school personnel, principals, assistant principals, administrators, and teachers shall give assistance and furnish information to aid the superintendent of schools in the city or his or her designee in the performance of their official duties under this section.

A parent or guardian who fails to comply with any provision of this section is responsible for a municipal civil infraction punishable by a fine up to two hundred and fifty (\$250.00) dollars together with court costs. Any parent or guardian who is found to have failed to comply with any provisions of this section on more than one (1) occasion is guilty of a misdemeanor punishable by a fine, not to exceed five hundred (\$500.00) dollars and/or imprisonment not to exceed ninety (90) days, together with court costs.

**Section 2. Severability.**

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

**Section 3. Effective Date.**

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan.

Motion unanimously carried.

**2019-80 FINAL READING #1470: SCHOOL TRUANCY PROHIBITED**

By Councilperson DeSana, supported by Councilperson Maiani

**AN ORDINANCE ENTITLED**  
**AN ORDINANCE TO AMEND SEC. 25-10.2**  
**“SCHOOL TRUANCY PROHIBITED” OF THE CODE**  
**OF ORDINANCES OF THE CITY OF WYANDOTTE**

The City of Wyandotte ordains:

**Section 1. Amendment of Sec. 25-10.2 “School Truancy Prohibited”.**

**SEC. 25-10.2 School Truancy Prohibited.**

- a) Except as otherwise provided in subsection (c) below, it shall be unlawful for any person under the age of seventeen (17) years of age to be absent from school during regularly scheduled hours in the city, or to have excessive tardies to school and/or classes during scheduled school hours.
- b) A person who violates subsection (a) shall be liable for a municipal civil infraction, punishable by a fine of not more than two hundred fifty (\$250.00) dollars.
- c) Subsection (a) does not apply to the following:

1. Those persons who have written permission from the school principal or his designee to be absent.
  2. Those persons who are going to or from a scheduled doctor's or dentist appointment.
  3. Those persons attending personal business or emergency situations, such as but not limited to, weddings, funerals and the like.
  4. Those persons attending school sponsored activities and sporting events in which they are directly involved.
- d) This section may be enforced by the Wyandotte police department and school attendance officer, provided, however, that all appearance tickets or citations written in violation of this section shall be coordinated through the Wyandotte police department.

**Section 2. Severability.**

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

**Section 3. Effective Date.**

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan.

Motion unanimously carried.

**2019-81 FINAL READING #1471: PROHIBITED CONDUCT**

By Councilperson DeSana, supported by Councilperson Maiani

**AN ORDINANCE ENTITLED**  
**AN ORDINANCE TO AMEND SEC. 25-76.3**  
**"PROHIBITED CONDUCT" OF THE CODE OF**  
**ORDINANCES OF THE CITY OF WYANDOTTE**

The City of Wyandotte ordains:

**Section 1. Amendment of Sec. 25-76.3 "Prohibited Conduct".**

**SEC. 25-76.3 Prohibited Conduct.**

- a) It shall be unlawful for any person under the age of twenty (20) to act in a violent, quarrelsome, loud, disorderly or destructive manner with the city.
- b) It shall be unlawful for any person under the age of twenty (20) to commit any act that disturbs, or annoys others, including, but not limited to any vulgar language, profanity, verbal harassment, or threatening behavior, or any act tending to cause a breach of peace within the city or to violate any provision of the Wyandotte Public Schools Student Code of Conduct.
- c) Any person violating either subsection (a) or (b) of this section shall be responsible for a municipal civil infraction subject to a fine not to exceed four hundred (\$400.00) dollars together with court costs and/or community service.
- d) In any case a person violates subsection (a) or (b) on school grounds or during school function(s), the superintendent of schools in the city, his or her designated attendance officer or law enforcement official may issue violation(s).
- e) Any person charged with violating this section under the age of seventeen (17) shall be accompanied to the district court hearing on said charges by their parent or legal guardian.

**Section 2. Severability.**

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

Section 3. **Effective Date.**

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan.

Motion unanimously carried.

**2019-82 FINAL READING #1472: E-CIGARETTE RESTRICTIONS**

By Councilperson DeSana, supported by Councilperson Maiani

**AN ORDINANCE ENTITLED**

**AN ORDINANCE TO ADOPT SEC. 25-21.1 "RESTRICTIONS FOR E-CIGARETTE (OR SIMILAR ITEMS) USE OR POSSESSION IN SCHOOLS AND BY MINORS" OF THE CODE OF ORDINANCES OF THE CITY OF WYANDOTTE**

The City of Wyandotte ordains:

Section 1. **Adoption of Sec. 25-21.1**

**SEC. 25-21.1 Restrictions for E-Cigarette (or similar items) use or possession in schools and by minors.**

- A. No person under the age of eighteen (18) years of age may possess or use (including inhaling or exhaling) any of the following items upon school property (as defined in Sec. 25-21) or anywhere else within the City of Wyandotte:
  - a. Electronic nicotine delivery system (ends)
  - b. Electronic cigarette or electronic smoking device
  - c. E-Liquid, E-Juice, E-Wax
  - d. Vapes, vaporizers, vape pens
  - e. E-Pipes
  - f. Hookah, water pipe, or any other type of pipe
  - g. Any other similar type of item as described above that could be used for inhaling or exhaling, or vaping ingredients or contents including but not limited to nicotine, cannabis (THC), flavorings, propylene glycol, glycerin or any other ingredients.
- B. A person who is eighteen (18) years of age or older shall not use or possess any of the items listed in (A) above on school property except for:
  1. Those areas of school property that are outdoors, including but not limited to, an open area stadium during either of the following time periods:
    - a) Saturdays, Sundays, and other days on which there is no regularly scheduled classes or school activities, or;
    - b) After 6:00 p.m. on days which there are regularly scheduled school hours and activities.
- C. In the event any person possesses or uses any of the above items described in (A) above in violation of this ordinance, the item will be seized and forfeited to the City of Wyandotte.
- D. Any person who violates any provision of this ordinance is responsible for a municipal civil infraction subject to a fine of one hundred (\$100.00) dollars.
- E. This Ordinance may be enforced by the Wyandotte police department and for the violations on school property by the various school principals or their designees, school security police or school liaison or all attendance officers, provided, however, that all appearance tickets or citations written in violation of this section shall be coordinated through the Wyandotte police department.

Section 2. **Severability.**

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

**Section 3. Effective Date.**

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan.

Motion unanimously carried.

**BILLS & ACCOUNTS****2019-83 BILLS & ACCOUNTS**

By Councilperson DeSana, supported by Councilperson Maiani

RESOLVED that the total bills and accounts of \$5,058,116.55 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

**REPORTS & MINUTES**

Beautification Commission	January 9 & February 13, 2019
Cultural & Historical Commission	January 10, 2019
Fire Commission	January 8, 2019
Police Commission	January 8 & February 12, 2019
Municipal Service Commission	February 6, 2019
Recreation Commission	February 13, 2019
Retirement Commission	January 18, 2019

**REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS**


None

**ADJOURNMENT****2019-84 ADJOURNMENT**

By Councilperson DeSana, supported by Councilperson Maiani

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:50 p.m.

Motion unanimously carried.

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

**RESOLUTION**

DATE: March 11, 2019

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

RESOLVED that the minutes of the meeting held under the date of February 25, 2019, be approved as recorded, without objection.

I Move the adoption of the foregoing resolution.

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

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

**YEAS**\_\_\_\_\_  
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\_\_\_\_\_**COUNCIL****Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz****NAYS**\_\_\_\_\_  
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**CITY OF WYANDOTTE**  
**REQUEST FOR COUNCIL ACTION**

MEETING DATE: March 11, 2019

AGENDA ITEM # 2

**ITEM:** Amusement Distributor & Device Fees – Held in Abeyance

**PRESENTER:** Mayor Joseph R. Peterson



**INDIVIDUALS IN ATTENDANCE:** Mayor Joseph R. Peterson

**BACKGROUND:** At the February 11, 2019 Council Meeting, a resolution was passed to refer the request for a rate reduction for amusement devices to the City Clerk, Mayor and City Attorney and report back by March 11, 2019.

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

**ACTION REQUESTED:** Due to the City Clerk being out of the office, Mayor Peterson is requesting a two-week extension to report back on this issue.

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

**IMPLEMENTATION PLAN:** n/a

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** n/a

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** n/a

**MODEL RESOLUTION:**



RESOLUTION

Wyandotte, Michigan  
Date: March 11, 2019

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

BE IT RESOLVED by the City Council hereby approves the request of Mayor Peterson to extend the deadline on the issue of rate reduction for amusement devices until the March 25, 2019 Council Meeting.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that Council hereby approves the request of Mayor Peterson to extend the deadline on the issue of rate reduction for amusement devices until the March 25, 2019 Council Meeting.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE:** March 11, 2019

**AGENDA ITEM #** 3

<b>ITEM: Permission to utilize City Hall Parking Lot for Wyandotte Shred Day-Saturday, May 18<sup>th</sup> 2019</b>
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**PRESENTER:** Heather Zagor- Customer Assistance Supervisor

**INDIVIDUALS CONSULTED:** Paul LaManes- GM 

**BACKGROUND:** On Saturday, May 18th 2019 Municipal Services is proposing to host a free paper shredding event from 9am to 12pm in the City Hall Parking lot. The event date has been confirmed with the proper City departments as being available to hold the event and is not in conflict with any other currently scheduled events on that date.

During “Shred Day,” Wyandotte residents may bring up to 50 pounds of personal or sensitive documents to be shredded safely and securely by Pure Data Services, a Document Shredding and Electronic Recycling Company located in Wyandotte. Pure Data Services will provide a mobile unit to shred mixed office paper. They will not shred plastic, compact disks, DVDs or other metal (other than paper clips or staples).

This event will be open to Wyandotte Residents only.

**STRATEGIC PLAN/GOALS:** To provide services in an environmentally responsible manner.

**ACTION REQUESTED:** Council approval for Municipal Services to host a paper shred day on May 18<sup>th</sup> 2019, as recommended by WMS management

**BUDGET IMPLICATIONS:** Total budget \$650.00 to be paid for via the FY2019 approved EO Administration budget.

**IMPLEMENTATION PLAN:** Subsequent to City Council Approval, finalize scheduling of event.

**MAYOR’S RECOMMENDATION -** 

**CITY ADMINISTRATOR’S RECOMMENDATION -** 

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

**LIST OF ATTACHMENTS -**

- Location map
- Prior year metrics

**RESOLUTION**

**BE IT RESOLVED**, by the Wyandotte City Council that Council Concurs with the Wyandotte Municipal Services Commission in utilizing Energy Optimization (EO) Administration funding to host a city-wide shred day to promote and educate environmentally responsible recycling of paper through safe and secure shredding, and that the Wyandotte City Council authorizes sponsoring Shred Day on Saturday, May 18th 2019 between 9 AM and 12 PM in the City Hall Parking Lot.

I move for the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCILPERSON</u>	<u>NAYS</u>
	Alderman	
	Calvin	
	DeSana	
	Maiani	
	Sabuda	
	Schultz	



3RD St.

# Wyandotte

## Municipal Service 2018

3200 Biddle Avenue

Wyandotte MI

04.28.2018

9:00 am - 12:00 pm

570 Cars

Per Pound of Paper Recycled	POUND	Tree Spared	Crude Oil Saved	Spared from Landfill	Energy	Water Conserved	Pounds of Pollutants not entering the air	Co2 Production	1 Ton of Paper Saves enough energy to power the Average American home for
	1	0.03901	0.19 gal	0.00165 Cu Yard	2.05 Kilowatts	3.5 Gallons	0.29 Pounds	0.75 Pounds	6 mo

YOUR RESULTS 2018	Pounds of Paper Recycled	Tree Spared	Crude Oil Saved	Spared from Landfill	Energy	Water Conserved	Pounds of Pollutants not entering the air	Co2 Production	Saved enough energy to power the Average American home for
PAPER	<b>9153</b> Pounds	357.06 Saplings	1739.07 Gallons	15.1 Cu Yards	18763.65 kWh	32035.5 Gallons	2654.37 Pounds	6864.75 Pounds	27.5 Months

	Pounds of Electronics Collected
ELECTRONICS	<b>6976</b> Pounds

Year over Year	2018	2017	2016
Cars	570	334	400
Paper Collected	9153	8678	9512
Electronics Collected	6976	5820	8804

## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that Council Concurs with the Wyandotte Municipal Services Commission in utilizing Energy Optimization (EO) Administration funding to host a city-wide shred day to promote and educate environmentally responsible recycling of paper through safe and secure shredding, and that the Wyandotte City Council authorizes sponsoring Shred Day on Saturday, May 18<sup>th</sup>, 2019 between 9 AM and 12 PM in the City Hall Parking Lot.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

MEETING DATE: 03-11-2019

AGENDA ITEM # 4

**ITEM: Municipal Services- Concur with Competitive Bid #4752 Award - General Contractor Construction Services for the Aux Boiler Building and Installation**

**PRESENTER:** Chris Brohl, Wyandotte Power Plant Superintendent C B

**INDIVIDUALS CONSULTED:** Paul LaManes- General Manager 

**BACKGROUND:** This phase of the Auxiliary (Aux/Package) Boiler project is the final phase for the project, award of the bid for the General Contractor construction services for the Aux Boiler building construction and Aux Boiler installation. Bid # 4752 specifications were developed and entered into the MITN bidding system. A mandatory site review yielded five (5) interested parties and sealed bids were received on January 29, 2019: Brix Corporation, Commercial Contracting Corporation, DeMaria, The LaSalle Group, Inc., and Barton Malow. Sealed bids were opened by the WMS Director of Power Supply and Distribution and the Power Plant Superintendent, as designated by the City Clerk's office, along with Barr Engineering.

The following are the sealed bid results:

January 29, 2019, PRICING FORM – General Contractor Package	BRIX	COMMERCIAL CONTRACTING CORPORATION	DEMARIA	LASALLE	BARTON MALOW
<b>Overall Total</b>	<b>\$1,874,000.00</b>	<b>\$2,183,000.00</b>	<b>\$2,199,200.00</b>	<b>\$2,317,175.00</b>	<b>\$2,723,128.34</b>

The lowest bidder - Brix - did not have qualifying work experience regarding management of a boiler installation project. The second lowest bidder - Commercial Contracting Corporation - did not have qualifying work experience and requested an additional \$20,000 to supply required transfer switches. After normalizing the additional costs of Commercial Contracting Corporation, DeMaria became the 2<sup>nd</sup> lowest bidder and Commercial Contracting Corporation became the 3<sup>rd</sup> lowest bidder. DeMaria also has previous experience managing and integrating a boiler installation project of similar capacity as the two (2) x 1200 Hp Victory Boilers purchased for this project. DeMaria provided a complete bid package with a scheduled forecast for completion of October 2019. This contractor is recommended by WMS Management and Barr Engineering. Therefore, WMS management recommends accepting DeMaria, as the lowest qualified bidder, for the bid cost of \$2,199,200.00. Project Bids for all contractors are available for review in the WMS offices at City Hall.

**STRATEGIC PLAN/GOALS:** Improvement of Power Generation and Distribution Facilities.

**ACTION REQUESTED:** Concur with the Wyandotte Municipal Services Commission approval allowing the General Manager to execute a contract agreement with DeMaria, the lowest qualified bidder, in the amount of \$2,199,200.00, as recommended by WMS Management.

**BUDGET IMPLICATIONS:** Capital Budget is accounted for under the approved FY2019 Electric capital budget, project # 591-000-970-000-1010PP and funded through proceeds of the 2015 bond issuance. Allocated costs will be recovered through a facility charge paid by Henry Ford Hospital Wyandotte over the term of the steam agreement with the hospital.

**IMPLEMENTATION PLAN:** Subsequent to Council concurrence, execute a contract with DeMaria in the amount of \$2,199,200.00, as recommended by WMS Management.



**MAYOR'S RECOMMENDATION –**

*ALP.*

**CITY ADMINISTRATOR'S RECOMMENDATION –**

*S. Dysdale*

**LEGAL COUNSEL'S RECOMMENDATION** – Terms and conditions of submitted bids reviewed to form by City Attorney. Final contract agreement will be reviewed prior to execution.

**LIST OF ATTACHMENTS**

- Barr Technical Memorandum
  - Appendix A - Bid Summary
  - Appendix B - Pricing Form
- RFP Cover – Page 15 describing detail of proposed work

**RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute a contract with DeMaria, the lowest qualified bidder under sealed Bid #4752 for General Contractor Services for the Aux Boiler building construction and installation at the Wyandotte Power Plant in the amount of \$2,199,200.00, as recommended by WMS management.

I move for the adoption of the foregoing resolution.

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

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

YEAS

COUNCILPERSON

NAYS

Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz

## Technical Memorandum

resourceful. naturally.  
engineering and environmental consultants



**To:** Chris Brohl  
**From:** Nicole Nguyen  
**Subject:** General Contractor #4752 Recommendation  
**Date:** 2/26/2018  
**Project:** WMS Hospital Boiler Installation  
**c:** Paul LeManes, William Mullinix

Dear Chris,

Barr has completed a thorough review of the General Contractor proposals in response to WMS RFP #4752. We have evaluated the proposals based on adherence to the RFP #4752, Safety, Cost, Schedule, Experience of the General Contractor and proposed sub-bidders, and Acceptance of WMS Terms and Conditions. Each bidder provided additional information, to clarify their proposal and to confirm the evaluation was completed on equivalent bids. To support the review of each bidder, two comparison tables were developed. A Proposal Rating Summary table, located in Attachment A, was created to compare the specification requirements to what was provided in each bid and to give a rating for each bidder. A Proposal Cost Breakdown Comparison table, located in Attachment B, was created to evaluate the cost of each component being offered by the bidders. The results of the review process leads to recommending **DeMaria** as the recommended General Contractor. The following list further supports this recommendation:

1. DeMaria's normalized bid was the second lowest price bid
2. DeMaria has experience with boiler installations of similar capacity as the Victory 1200 Hp boilers and direct experience with the burner manufacturer being provided
3. DeMaria accepted WMS terms and conditions without added cost
4. DeMaria's schedule showing completion in October 2019 is comparative to the rest of the bidders and meets expectations
5. DeMaria's Experience Modification Rates over 5 years have remained below 0.8
6. The lowest price bid (Brix) and third lowest (CCC) have limited or no experience managing a boiler installation project
7. Brix did not provide requested break-out pricing for field services support. They state included in their proposal but have not stated what specifically is included.

The remaining bidders were not selected based on the results of the process described above. The lowest bidder – Brix – was not considered due to lack of qualifying work experience. All other bids were evaluated further but have lower ratings and higher cost than DeMaria. Therefore, they were not selected.

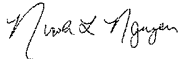
This recommendation is pending provided the following information be gathered:

1. Confirm with DeMaria who their Mechanical Contractor is prior to contract finalization.

- 
2. WMS Attorney to review and accept DeMaria's terms and conditions prior to contract finalization.
  3. WMS to discuss the following options with DeMaria:
    - a. Schedule optimization tactics
    - b. Boiler Hold Costs, Boiler and Aux Equipment Transport Logistics
    - c. Electrical Equipment Manufacturer Preferences
    - d. Anchor Bolt Testing / Transition Testing Handoff
    - e. Site Protection of Grade
    - f. Inclusion of Safety Shower
    - g. Inspection / Testing Clarification of Welds

Please contact me or William Mullinix (734.922.4423, [wmullinix@barr.com](mailto:wmullinix@barr.com)) for any question or comments.

Thank you,



Nicole L. Nguyen, PMP, PE  
Chemical Engineer  
Office: 734.922.4447  
[nnguyen@barr.com](mailto:nnguyen@barr.com)

Attachments: Attachment A: Overall Rating Summary, Attachment B: Bid Cost Breakdown Comparison

## **Attachment A: Proposal Rating Summary**

#4752

Criteria	Weight	BRIX		COMMERCIAL CONTRACTING CORPORATION		DEMARIA		LASALLE		BARTON MALOW	
Completeness of Bid Response	10%	0.2	2	0.3	3	0.2	2	0.3	3	0.3	3
Experience with WMS/ Similar Projects / Business	15%	0.15	1	0.3	2	0.45	3	0.3	2	0.6	4
Subbidders	10%	0.2	2	0.2	2	0.2	2	0.2	2	0.2	2
Safety	10%	0.2	2	0.3	3	0.3	3	0.3	3	0.4	4
Acceptance of T&Cs	10%	0.2	2	0.2	2	0.2	2	0.2	2	0.3	3
Schedule	15%	0.3	2	0.3	2	0.3	2	0.3	2	0.3	2
Pricing	30%	1.2	4	0.9	3	0.9	3	0.6	2	0.3	1
Overall Evaluation	100%	2.45		2.50		2.55		2.20		2.40	
Overall Cost Provided			\$1,874,000.00		\$2,183,000.00		\$2,199,200.00		\$2,317,175.00		\$2,723,128.34
Normalized Cost-pending			\$1,897,000.00		\$2,203,000.00		\$2,199,200.00		\$2,317,175.00		\$2,723,128.34

0 – Failed to meet requirements  
1 – Fails to meet some expectations  
2 – Meets expectations  
3 – Good response  
4 – Excellent response



February 22, 2019 , PRICING FORM - General Contractor Bid Package #4752 - APPENDIX B

BASE BID	BRIX	COMMERCIAL CONTRACTING CORPORATION	DEMARIA	LASALLE	BARTON MALOW
<b>Structural / Architectural</b>	<b>\$732,000.00</b>	<b>\$732,197.00</b>	<b>\$670,000.00</b>	<b>\$775,000.00</b>	<b>\$684,315.00</b>
Furnish and Install New Boiler House (31 10 00 – 09 91 23)			\$670,000.00		
Labor	\$732,000.00	\$304,872.00		\$225,000.00	\$414,013.90
Materials	included	\$427,265.00		\$290,000.00	\$154,171.10
Furnish and Install Supports and Bracing (26 05 29 - 48 05 07)			included		
Labor	included	incl piping		\$160,000.00	\$82,950.00
Materials	included	incl piping		\$100,000.00	\$33,180.00
Other – Please List					
<b>Mechanical</b>	<b>\$889,000.00</b>	<b>\$1,099,474.00</b>	<b>\$915,800.00</b>	<b>\$895,000.00</b>	<b>\$1,428,896.70</b>
Installation Boiler, Deaerator, Surge Tank (01 75 05)			\$67,300.00		
Labor	\$81,000.00	\$108,347.00		\$53,000.00	\$207,706.80
Materials	\$15,000.00	\$15,587.00		\$13,000.00	\$3,815.70
Furnish and Install Heating and Ventilation System (23 00 00)			\$33,700.00		
Labor	\$10,000.00	\$8,393.00		\$7,000.00	\$79,632.00
Materials	\$30,000.00	\$31,174.00		\$26,000.00	\$123,097.80
Furnish and Install Piping, Ductwork, Valves, Insulation (48 05 24 – 48 59 45 & 07 21 00)		\$593,013.00	\$586,400.00		
Labor	\$490,000.00			\$470,000.00	\$725,314.80
Materials	\$122,000.00	\$131,888.00		\$110,000.00	\$132,056.40
Furnish and Install Specialties (48 57 15)			\$60,000.00		
Labor	\$20,000.00	\$21,582.00		\$18,000.00	\$21,732.90
Material	\$46,000.00	\$49,158.00		\$41,000.00	\$90,083.70
Furnish and Install Sump (43 21 39)			\$68,400.00		
Labor	\$12,000.00	\$11,990.00		\$10,000.00	\$17,253.60
Materials	\$63,000.00	\$68,342.00		\$57,000.00	\$28,203.00
Other – Please List					
<b>Electrical</b>	<b>\$253,000.00</b>	<b>\$292,263.00</b>	<b>\$375,000.00</b>	<b>\$611,975.00</b>	<b>\$264,591.36</b>
Furnish and Install Electrical Building (13 34 23)			\$198,100.00		
Labor	\$75,000.00	\$17,054.00		\$2,600.00	\$10,395.29
Materials	included	\$81,126.00		\$242,000.00	\$20,528.47
Furnish and Install Boiler House Wiring / Cable (26 00 00 – 26 05 52)			\$78,000.00		
Labor	\$44,000.00	\$54,935.00		\$96,525.00	\$56,688.78
Materials	\$22,000.00	\$22,922.00		\$62,850.00	\$28,727.24
Furnish and Install Heat Trace (26 60 00)			\$3,100.00		
Labor	\$3,000.00	\$2,676.00		\$10,000.00	\$3,354.50
Materials	\$2,000.00	\$941.00		\$10,000.00	\$1,179.55
Furnish and Install Boiler House Lighting, Instruments (25-50 00 & EI Drawings)			\$63,400.00		
Labor	\$42,000.00	\$45,582.00		\$59,000.00	\$57,124.35
Materials	\$28,000.00	\$28,978.00		\$54,000.00	\$36,315.51
Furnish and Install Fire Detection – Johnson Controls (EC-001)			\$32,400.00		
Labor	\$32,000.00	\$34,351.00		\$33,000.00	\$45,644.07
Materials	\$5,000.00	\$3,698.00		\$42,000.00	\$4,633.59
Other – Please List					
<b>Field Services and Other</b>	<b>\$0.00</b>	<b>119,126.00</b>	<b>\$337,400.00</b>	<b>\$125,200.00</b>	<b>\$343,325.30</b>
Permits (Installation, City is in Owner Scope) (Div 01)			10,200	10,000	\$5,806.50
Inspections (Div 01 & 48)			included		\$23,723.70
Commissioning and Startup Support – Victory (Div 01) (16 Days 2 techs, 8 days 1 tech)	included	112,292.00	\$112,000.00	\$100,000.00	\$165,900.00
Commissioning and Startup Support – Heating and Cooling (Div 01)	included	5,995.00	\$5,100.00	\$4,000.00	\$71,171.10
Commissioning and Startup Support – Johnson Controls (Div 01)	included	839.00	included	\$1,200.00	\$17,000.00
Testing (Div 01)		incl	\$5,100.00	\$5,000.00	\$43,134.00
As-Built Drawings (Div 01)		incl	\$1,000.00	\$5,000.00	\$16,590.00
Other – Please List			\$204,000.00		
<b>TOTAL (provided)</b>	<b>\$1,874,000.00</b>	<b>2,188,000.00</b>	<b>\$2,199,200.00</b>	<b>\$2,317,175.00</b>	<b>\$2,728,128.34</b>

Added \$20K for Transfer  
Switch

<b>TOTAL (calculated)</b>	<b>\$1,874,000.00</b>	<b>2,209,000.00</b>	<b>\$2,198,200.00</b>	<b>\$2,317,175.00</b>	<b>\$2,721,128.35</b>
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# Request for Proposal

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Wyandotte Municipal Services  
General Contractor Construction Services  
Bid Number 4752



## 2.0 General

### 2.1 Site Information

Wyandotte Municipal Services (WMS) is located in Wyandotte, Michigan and is an independent electrical power and steam provider to the area. Present operational equipment includes two (2) boilers, connected to a common steam header operating at 900psig, providing steam for client use as well as steam powered turbine generators. WMS plans to house two (2) new 1200 HP 90-125 psig steam boilers in a new boiler house (approximately 4500 square feet) north of existing Unit 8 building. The concrete foundation for the boiler house is currently being constructed.

### 2.2 RFP Package

The complete Packaged Boiler RFP package includes the following Sections located in Appendix H:

<b>Division 00</b>	<b>Procurement and Contracting Requirements</b>
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00 01 10	Table of Contents
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<b>Division 01</b>	<b>General Requirements</b>
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01 11 00	Summary of Work
01 13 13	Project Coordination and Meetings
01 14 00	Work Restrictions
01 14 19	Use of the Premises
01 15 00	Temporary Facilities
01 16 00	Labor, Material, Equipment
01 31 01	Special Project Schedule and Sequencing
01 33 00	Submittals
01 35 29	Health and Safety
01 75 05	Manufacturer's Representative

<b>Division 03</b>	<b>Concrete</b>
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03 10 00	Concrete Forms and Accessories
03 20 00	Concrete Reinforcement
03 30 00	Cast in Place Concrete
03 60 00	Grouting

<b>Division 05</b>	<b>Metals</b>
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05 12 00	Structural Steel Framing
05 40 00	Cold Formed Metal Framing
05 50 00	Metal Fabrications

<b>Division 07</b>	<b>Thermal and Moisture Protection</b>
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07 41 16	Insulated Roof Panels
07 21 00	Thermal Insulation
07 42 13.19	Insulated Metal Wall Panels
07 62 00	Sheet Metal Flashing and Trim
07 72 53	Snow Guards
07 90 00	Joint Sealants

<b>Division 08</b>	<b>Openings</b>
08 11 13	Hollow Metal Doors and Frames
08 33 23	Overhead Coiling Doors
08 45 23	Translucent Wall Assemblies
08 71 00	Door Hardware
<b>Division 09</b>	<b>Finishes</b>
09 90 00	Paint Coatings
09 91 23	Interior Painting
<b>Division 10</b>	<b>Specialties</b>
10 44 16	Fire Extinguishers
<b>Division 13</b>	<b>Special Construction</b>
13 34 23	Metal Buildings
<b>Division 23</b>	<b>Heating, Ventilating, and Air Conditioning</b>
23 00 00	Heating and Ventilation Construction
<b>Division 26</b>	<b>Electrical</b>
26 00 00	Electrical General
26 05 00	Basic Materials and Methods
26 05 19	Wires and Cables - 600 V or less
26 05 26	Grounding
26 05 29	Supporting Devices
26 05 33	Conduits and Raceways
26 05 34	Boxes and Fittings
26 05 53	Electrical Identification
26 27 00	Low Voltage Distribution Equipment
26 50 00	Lighting
26 60 00	Electric Heat Tracing
<b>Division 43</b>	<b>Submersible Liquid</b>
43 21 39	Submersible Liquid – Sump Pumps
<b>Division 48</b>	<b>Electrical Power Generation</b>
48 05 07	Hangers and Supports
48 05 24	Power Piling
48 05 51	Valves
48 11 10	Mechanical Erection
48 57 15	Specialty
48 59 45	Piping Insulation

## 3.0 Summary of Work

The summary of work is located in Section 01 11 00 of Appendix H of this RFP.

shall mean to furnish and install said services, materials, or equipment, complete and ready for intended use. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

#### 1.03 CONTRACT DOCUMENTS

- A. The format of these Specifications is based on the Construction Specifications Institute 2016 format; however, differences in format and subject-matter location do exist. It is Contractor's sole responsibility to thoroughly read and understand these Specifications and request written clarification of those portions that are unclear during bidding and prior to the start of the Work.
- B. Division of the Work, as made in these Contract Documents, is for the purpose of specifying and describing work to be completed. No attempt has been made to make a classification according to trade or agreements that may exist between Contractor, Subcontractors, or trade unions or other organizations. Such division and classification of the Work shall be the responsibility of Contractor.

#### 1.04 PROJECT DESCRIPTION

- A. The project is located in Wyandotte, Michigan, at the Wyandotte Power Plant. Property at the Site is owned by the Wyandotte Municipal Services.
- B. Soil Conditions – A geotechnical analysis has been performed of two (2) boring locations at the site. During the site investigation, approximately 6-8" of concrete was encountered below the ground surface, underlying the surficial concrete appears to be approximately 8 to 10 feet of rubble fill. The native soils underlying the fill consist of soft clay to a depth of approximately 65 feet below grade with a more granular unit immediately atop the bedrock at approximately 65 feet below grade.
- C. The General Contractor Package for the Steam Boiler Addition Project includes furnishing and installing the following unless otherwise noted:

##### DESCRIPTION OF PROJECT

- 1. The project will include the following:
  - a. Evaluate Control Points of the Site
  - b. Submittals
  - c. Mobilization



- d. Furnish and Install Structural Steel building and roof panels. Concrete foundation work has been completed by others
- e. Furnish and Install housekeeping pads for deaerator, and surge tank
- f. Receive and Install Owner furnished Boiler Equipment including but not limited to:
  - 1) Two (2) 1200 Hp Boilers with a VFD driven forced draft fan, self-supported economizer and burner assembly
  - 2) Two (2) Boiler Stacks with Extensions supported vertically
  - 3) One (1) Condensate Surge Tank / 3 skid mounted pumps
  - 4) One (1) Deaerator with 2 skid mounted boiler feedwater pumps with VFD
- g. Furnish and Install HVAC (3 fans / 4 Unit Heaters), and Make-up air unit.
- h. Furnish / Install/Fabricate HVAC ductwork, Louvres, and supports
- i. Furnish and Install mechanical piping, valves, specialties, supports
- j. Furnish and Install one eyewash station near the Chemical Feed Pump
- k. Furnish and Install Electrical Building complete with electrical equipment
- l. Furnish and Install waste water Sump System
- m. Furnish and Install Wiring, Cable, Power Supply including UPS Power
- n. Furnish and Install Bollards, Guards, Doors, Lighting (Exit, Indoor, Outdoor, Emergency)
- o. Furnish and Install Communication (Phone, Internet, Gauging) and Fire Detection Systems
- p. Coordinate/furnish Commission and Startup Support with boiler supplier, HVAC supplier, and Fire Detection Supplier.
- q. Provide Pre-commissioning turnover packages
- r. Clean-up and De-mobilization.
- s. As-Built Drawings / Survey
- t. Other Work as shown on Drawings.



D. BOILER HOUSE

1. Furnish and install structural steel, siding, roofing, windows, architectural details, flashing and penetration seals for the boiler house.
2. Furnish and install person doors and roll-up doors.

E. MECHANICAL

1. Steam Boilers

- a. Contractor shall receive and install the two Victory firetube boilers, and associated equipment, at the WMS Power Plant site north of Unit 8 existing building. Contractor can install boiler on foundation and perform remaining work around boilers or store at WMS site and move into place at a later date. The boilers will generate steam at a nominal operating pressure of 90 PSIG. The two identical boilers (BLR-001& 002) generate 40,000 lb/hr steam each.
- b. WMS will supply both Victory steam boilers.
- c. Boiler Vendor drawings are included in Attachment B of these specifications.
- d. Steam boilers shall be installed in accordance with all OEM requirements, local and national codes and requirements stated in these specifications.

2. Deaerator & Storage Tank and Boiler Feed Pumps

- a. Contractor shall receive and install the BFS Industries LLC deaerator & storage tank complete with pumps to be located on a housekeeping pad on the operating floor of the new boiler house
- b. The deaerator is a 45MTX-130 Duplex Zer-O-Pac type and the horizontal storage tank has a capacity of 1,028 gallons. The two (2) skid mounted Grundfos boiler feed pumps are rated for 125 gpm at 375' TDH each. The boiler feed pump motors are 20 HP TEFC 460 V, 3 Phase, 60 Hz with VFD.
- c. The deaerator & storage tank and boiler feed pumps will be delivered as a single skid with feed piping spool piece shipped loose. Field assembly fit-up of interconnecting piping is required by the Contractor.
- d. Vendor drawings are included in Attachment B of this specification.
- e. Deaerator shall be installed in accordance with all OEM requirements and requirements stated in these specifications.

3. Condensate Surge Tank and Pumps

- a. Contractor shall receive and install One (1) condensate surge tank with three (3) BFS condensate transfer pumps to be located on a housekeeping pad on the



operating floor of the new boiler house. The three (3) BFS condensate transfer pumps are for 58 gpm at 92 ft TDH each. The condensate pump motors are 3 HP, TEFC 460 V, 3 Phase, 60 Hz and VFD.

- b. The Condensate surge tank is 1000 gallon capacity and is a T1.2561b9s-3 – Triplex system that comes completely skid mounted with a piping spool piece containing feed system controls.
- c. Vendor drawings are listed for reference in Attachment B of this specification.
- d. Condensate Tank shall be installed in accordance with all OEM requirements and requirements stated in this specification.

#### 4. Piping Systems

- a. Steam System
- b. The steam system consists of the a 8" Schedule 40 carbon steel steam outlet from each of the two boilers to a 6" Schedule 40 carbon steel steam header. The steam header extends above the boilers on the operating floor level of the new boiler house and ties into the existing plant header directly south of the building and the Auxiliary and Main Steam Vault North and Northwest of the new boiler house (to be constructed), respectively.
- c. Pressure relief of 125 psig will be set on the boiler discharge steam piping.
- d. Unless otherwise noted all piping, insulation, valves, instruments, and specialties are furnished by Contractor.

#### 5. Boiler Feed Water System (From WMS Power Plant)

- a. A 2.5" feedwater line from the Wyandotte Power Plant unit 8 tie-in right at the building will provide the water to the boiler in normal operating conditions. The feedwater piping will tie-in downstream of the new Grundfos pumps and inject feedwater directly to either boiler. Contractor shall coordinate final tie-in with Owner
- b. The tie-in point of the piping will be located at a wall penetration of Unit 8 building along north wall and into the South wall of the new boiler house.
- c. Unless otherwise noted all piping, insulation, heat trace, supports, valves, and specialties are supplied by Contractor.
- d. Outside piping is insulated and heat traced.

#### 6. City Water

- a. City Water will be piped to two utility stations in the Boiler house, an eyewash station, and Blowdown tank.



- b. City Water piping outdoors will be heat traced and insulated.
7. Condensate System
- a. The condensate system consists of a 3" Schedule 40 carbon steel supply from the condensate tie-in point in an existing Vault link seal sidewall penetration to the condensate fill flange on the condensate surge tank. The piping will also tie into a header that is north of Unit 8 building and Southwest of the new boiler house.
  - b. The condensate piping shall be provided complete with high point vents and low point drains.
  - c. Unless otherwise noted all piping, supports, valves, instruments, and specialties are supplied by Contractor.
  - d. All Condensate System piping is ASTM A 106 GR B Carbon Steel with flexible foam or fiberglass insulation.
  - e. Outside piping is heat traced.
8. Blow Down System
- a. Blow down from a 2" intermittent blow down connection for each boiler is piped into a floor trench and routed through the floor trench to the blowdown receiver. A 1" continuous blowdown is piped directly to the blowdown tank.
  - b. Three steam trap discharge piping are routed to the blowdown tank.
  - c. City water ties into a quench connection at the blowdown discharge piping.
  - d. Unless otherwise noted all piping, supports, valves, instruments, and specialties are furnished by Contractor.
9. Steam Vent System
- a. Each boiler has multiple safety valves that are routed into vent stacks and routed through the roof of the new boiler house. The safety valves on each boiler are:
    - 1) Boiler Drum Safety relief valves (2 per boiler)
    - 2) The Condensate surge tank has a single vent
    - 3) The Blowdown tank has a single vent
    - 4) The deaerator has two (2) vents that are consolidated into a single vent stack.
  - b. Unless otherwise noted all piping, supports, valves, instruments, and specialties are furnished by Contractor.



- c. Vent piping shall extend at least 8 ft above the Top of Roof.

10. Natural Gas System

- a. The natural gas system consists of an 8" Schedule 40 carbon steel supply to a new fuel gas regulating station supplied by Victory / PFI Burner manufacturer and shipped loose. The fuel gas regulating station consists of parallel reducing trains to reduce the natural gas pressure from 26 psig (nominal) to 3 psig (nominal) which is suitable for use by the boilers. The natural gas supply to each of the three boilers is 4" Schedule 40 carbon steel.
- b. WMS, under a separate contract with DTE, will erect a new natural gas pipeline from a distribution header to the Power Plant. The natural gas terminal point is an 8" Class 150 flange located at the Northeast corner of the Water Plant and DTE will provide a meter and regulation system to reduce the Natural gas to 26 PSIG.
- c. The piping furnished and installed by Contractor will be buried from the terminal point at the DTE station to the Southwest corner of the new boiler house. The pipe will then penetrate the new boiler house building wall.
- d. All natural gas vents shall be field routed and vented a minimum of 8ft above the roof away from HVAC vents and intake louvers.
- e. Natural gas will also be piped to a Makeup air unit.
- f. Unless otherwise noted all piping, supports, valves, instruments, and specialties are furnished by Contractor

11. LPG System

- a. Each boiler is provided with an LPG gas train from Victory / PFI. Contractor shall install equipment supplied with the burner assembly. Supply piping for this is not in the scope of this package and will be provided later by WMS.

12. Sampling System

- a. The sampling system consists of a new four (4) stream sample panel complete with coolers, local grab samples, and bypasses. The four streams to be sampled are:
  - 1) Boiler 001 Blow Down (350°F)
  - 2) Boiler 002 Blow Down (350°F)
  - 3) Boiler Feed Water (200°F)
  - 4) Steam (400°F)
- b. The sample system shall provide a means to collect a local grab sample only. Samples coolers shall be sized to cool the process sample from the design



temperature to 77°F. The process samples are ½" stainless steel tubing at a flow rate of 15 gpm each.

- c. City shall be field routed to the sample panel for cooling
- d. Specialties are supplied by Contractor.

13. Chemical Feed System

- a. The feedwater from the plant will be treated with WMS scope treatment chemicals that are not in this scope. WMS will be responsible to provide one Chemical Tote, skid mounted feed pumps and local containment for amine injection to the steam header. WMS will also be provide one Chemical Tote, skid mounted feed pumps and local containment for polymer injection at the Chemical port for each boiler.
- b. An eyewash station shall be furnished and installed near the Chemical Feed system as shown in the drawings in attachment A.

14. Sump System

- a. Furnish and install 2x100% duplex sump pump system complete with level controls and local control panel. Goulds vertical sump pumps preferred capable of pumping high temperature water, 200F.
- b. Furnish and install pump discharge piping as shown on the drawings.

15. Heating and Ventilation System

- a. HVAC system shall be furnished and installed.
- b. Louvres will be furnished and installed.

F. Instrument Air System piping ½" and greater is ASTM B 88 Copper UNS No.C12200. All Instrument Air System tubing less than ½" is ASTM A 213 Grade TP304 to all instrument air users.

G. ASME B31.1. When required by code, The Contractor will provide a qualified Subcontractor for radiography (RT) of field welds.

H. STRUCUTRAL

1. Steam Boilers

- a. Boiler base plates, slides, and slide plates shall be provided by Others.
- b. Field weld top slide plates and boiler mounting plates as shown in drawings. Field drill and bolt mounting holes as shown on drawings.
- c. Furnish and Install pipe supports and supplemental steel for piping and equipment.



- d. Furnish and install structural steel supports for safety relief valve vent stacks
  - e. Furnish and install structural steel supports for start-up/tuning vent stacks
  - f. Flashing around vent stack roof penetrations.
  - g. All rigging and lifting plans as required to complete the work.
- 2. Ductwork
  - a. Furnish and install new ductwork, turning vanes, access doors, dampers, supports and other accessories with insulation.
- 3. Stack Bracing
  - a. Furnish and install new structural steel bracing for stack above new boiler house roof.
  - b. Contractor shall coordinate the stack brace installation with stack erection
  - c. Contractor to minimize the unbraced stack height.
- 4. Deaerator and Boiler Feed Water Pumps
  - a. Roughen existing concrete surface for preparation of housekeeping pad.
  - b. All rigging and lifting plans as required to complete the work.
- 5. Condensate Surge Tank and Pumps
  - a. Furnish and install new housekeeping pad for condensate transfer pumps.
  - b. All rigging and lifting plans as required to complete the work.
- 6. Pipe Supports
  - a. Install new pipe supports for piping associated with boilers and accompanying equipment. Furnish and install supplemental steel, baseplates, anchor bolts and grout as required for supports as shown on the drawings.
  - b. All rigging and lifting plans as required to complete the work.
- I. ELECTRICAL
  - 1. Indoor Lighting
  - 2. Outdoor Lighting
  - 3. Exit Lighting



4. Fire detection and annunciation
5. Electrical Building
  - a. Furnish and install separate electrical building with separate HVAC shall be furnished and installed by CONTRACTOR.
  - b. Interconnecting Wiring from a power supply provided by WMS shall be furnished and installed by CONTRACTOR.
  - c. Switch for future Transformer Supply and Backup Generator will be furnished

#### 1.05 REQUIREMENTS

- A. Contractor shall not install without a proper license and securing a permit from the boiler division of the department. Licensee applying for the permit shall ensure that work does not proceed until an approved permit has been secured – per Michigan Boiler Code.
- B. A person shall not install or replace welded pipe without holding a proper license and first securing a permit from the boiler division of the department. The licensee applying for the permit shall ensure that work does not proceed until an approved permit has been secured – per Michigan Boiler Code.
- C. A person shall not install non-welded pipe without holding a proper license – per Michigan Boiler Code.
- D. The following documents are required to be submitted for State Inspection prior to Boil Out:
  - a. Install Permits
  - b. Contractor installer license,
  - c. CSD-1 if the boilers are under 12,500.000 btu/hr
  - d. all manufactures data sheets and start paper work

#### 1.06 DRAWINGS

This package will be followed by a general contractor package for the boiler house building, boiler installation, and construction and erection of auxiliary components.

#### 1.07 SCHEDULE OF CONTRACT DRAWINGS

The following contract drawing package is located in Attachment A of this specification.

#### 1.08 SUBMITTALS

- A. Submittals are included in Section 01 33 00 of this specification.



B. Schedule of Construction

1. Submit proposed methods and operations of construction for review prior to the start of Work. Include in the schedule the coordination for site access and crane location together with details for dust, noise, and erosion control protection.
2. Provide a detailed sequence of construction and removal Work to ensure no unscheduled interruption of Owners' operations.
3. The construction schedule shall indicate the sequence of installation of the equipment identified in these specifications and drawings.
4. The major project milestones related to the Work include:
5. Agreement Execution date: TBD (est 1/31/2019)
6. Contractor Mobilize: by contractor
7. Contractor Target Date Complete: est 05/30/2019
8. Final Acceptance: Two days after Contractor Completion
9. Contractor Demobilize: Two Days after final acceptance

1.09 WORK COVERAGE

- A. The Contract Documents include all aspects of the Work. Should there be some item(s) not described in these Specifications or in the Contract Drawings which are required for the Work, those items and the furnishing of all labor, materials, and equipment shall be considered incidental to the Work and no additional compensation will be provided.
- B. The Work includes furnishing all supervision, labor, equipment, tools, machinery, materials, and other items required for the completion of the Work as specified. Equipment furnished shall be in safe operating condition and of adequate size, capacity, and condition for the performance of the Work. Contractor shall obtain all measurements necessary for the Work and shall be responsible for establishing and maintain all dimensions and levels and layout of the Work.

1.10 WORK AREA CONDITIONS

- A. Wyandotte Municipal Services (WMS) is located in Wyandotte, Michigan and is an independent electrical power and steam provider to the area. Present operational equipment includes two (2) boilers, connected to a common steam header operating at 900psig, providing steam for client use as well as steam powered turbine generators. WMS has installed a new building foundation
- B. The site is an active power plant and work shall be coordinated with the WMS project manager.

## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute a contract with DeMaria, the lowest qualified bidder under sealed Bid #4752 for General Contractor Services for the Aux Boiler building construction and installation at the Wyandotte Power Plant in the amount of \$2,199,200.00, as recommended by WMS management.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE:** March 11, 2019

**AGENDA ITEM #** 5

**ITEM:** Designation of Memorial Park in honor of Sam Palamara

**PRESENTER:** Mayor Joseph R. Peterson



**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** The late Sam Palamara served the community in a variety of different roles. Sam worked for the City for 25 years with the last 17 as the Recreation Superintendent. He also served on the City Council and the Recreation Commission. The following are the many awards and accomplishments that Sam received during his lifetime:

- Two sport star at Wyandotte Roosevelt - Football and Baseball
- Played professional baseball in the Phillies, White Sox, and Dodgers minor league system (was voted starting centerfielder in two All-Star games)
- Coached baseball at St. Patrick High School winning the Catholic Championship in 1959
- Coached American Legion Baseball and won a championship in 1979
- Was a player/coach on Wyandotte's most successful amateur baseball teams from 1957 thru 1963 (won 3 State Championships, 2 Eastern Regional Titles and were National Runner-Up in 1957)
- Began working for the Recreation Department in 1965 as the Assistant Superintendent of Recreation (8 years)
- Became Superintendent in 1973 and held that position until "retirement" in 1990
- Sam was influential in our collaboration with the school district to share facilities
- After retiring, he served two terms on City Council
- Served on the Recreation Commission
- Earned numerous awards during his lifetime:
- Michigan Parks and Recreation Fellowship Award
- Wyandotte Sports Hall of Fame
- Wyandotte Roosevelt Distinguished Graduate Hall of Fame
- Catholic League Officials Hall of Fame
- Jaycee's Distinguished Service Award
- Kiwanis Club President's Award
- RHS Alumni Club Henderson Award
- Wyandotte Inter-Service Club Council Citizen of the Year Award

Based on the countless contributions that Sam Palamara has made in the community, in particular with recreation, it is the recommendation of the Recreation Commission and Mayor Peterson to include a designation at Memorial Park in his honor and have the park renamed as Memorial Park – Sam A. Palamara Recreation Complex.

**STRATEGIC PLAN/GOALS:** Wyandotte is rich in the arts and recreational opportunities and celebrates the talents and culture of the people who live here.

**ACTION REQUESTED:** Concur with the recommendation of the Recreation Commission and

Mayor Peterson to rename Memorial Park in honor of Sam Palamara.

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

**IMPLEMENTATION PLAN:** The Recreation, Leisure and Culture Department will coordinate a naming ceremony with the Mayor's Office and work with the Department of Public Services to install signage.

**COMMISSION RECOMMENDATION:** n/a

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDynsdale*

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

**MAYOR'S RECOMMENDATION:**

**LIST OF ATTACHMENTS:** Recreation Commission Letter dated February 15, 2019.

**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: March 11, 2019

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

RESOLVED by the City Council that based on Sam Palamara's many years of dedicated public service to the City of Wyandotte, Council hereby concurs in the recommendation of Mayor Peterson and the Recreation Commission to rename Memorial Park as Memorial Park – Sam A. Palamara Recreation Complex.

AND BE IT FURTHER RESOLVED that the Recreation, Leisure and Culture Department will coordinate sign installation and a date and time for the naming ceremony in honor of Sam A. Palamara.

I move the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____



## OFFICIALS

Lawrence S. Stec  
CITY CLERK

Todd M. Browning  
CITY TREASURER

Theodore H. Galeski  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Robert Alderman  
Chris Calvin  
Robert A. DeSana  
Megan Maiani  
Leonard T. Sabuda  
Donald Schultz Jr.

### RECREATION COMMISSION DEPARTMENT OF RECREATION, LEISURE AND CULTURE

Mayor Joseph Peterson  
City Hall  
3200 Biddle Avenue  
Wyandotte, MI 48192

February 15<sup>th</sup>, 2019

Dear Honorable Mayor Peterson,

At our most recent Recreation Commission meeting, the Commission discussed honoring the late Sam Palamara. As you know, Sam served the City and community in many ways. He started off working for the School District before he began working for the City and the Recreation Department. Sam worked for the City for 25 years with the last 17 as the Recreation Superintendent. Sam also served on the City Council and the Recreation Commission. Sam also found the time to coach youth sports as well and coached high school baseball and American Legion Baseball.

During his time as Recreation Superintendent, Sam continued the development of the Recreation Department as a whole but the development of Memorial Park improved greatly. Besides the existing baseball diamonds, tennis courts, the first Skatepark, playground equipment, basketball court, and other amenities were added. Sam also coordinated with the YMCA to use some open space to begin a youth soccer program. Sam earned numerous awards throughout his lifetime, some of the most notable are the Michigan Parks and Recreation Fellowship Award, being inducted into the Wyandotte Sports Hall of Fame, the Wyandotte Roosevelt Distinguished Graduate Hall of Fame, and the Catholic League Officials Hall of Fame.

Mr. Mayor, we as the Recreation Commission feel that a great way to honor such a man as Sam would be to include a designation at Memorial Park. We would like to see the park renamed to include a dedication that is reflective of the hard work Sam put in to get Memorial Park further developed.

3131 Third Street • Wyandotte, Michigan 48192 • 734-324-7294 • Fax 734-556-3228 • email: [jnlanagan@wyandottemi.gov](mailto:jnlanagan@wyandottemi.gov)

## OFFICIALS

**Lawrence S. Stec**  
CITY CLERK

**Todd M. Browning**  
CITY TREASURER

**Theodore H. Galeski**  
CITY ASSESSOR



**MAYOR**  
Joseph R. Peterson

**COUNCIL**  
Robert Alderman  
Chris Calvin  
Robert A. DeSana  
Megan Maiani  
Leonard T. Sabuda  
Donald Schultz Jr.

### RECREATION COMMISSION DEPARTMENT OF RECREATION, LEISURE AND CULTURE

At our most recent meeting, we as a Commission discussed, along with former Recreation Superintendents Jim Knopp and Len Trusewicz, and Rosemary Bucska (longtime Commissioner who worked with Sam) and all agreed on a fitting tribute.

We would like to suggest the park signs be updated to reflect the following:

#### **Memorial Park Sam A. Palamara Recreation Complex**

If you have any questions, comments, or concerns, please feel free to contact any of us via telephone or email. The Recreation Department has all of our contact information on file if you need it.

Sincerely,

The Recreation Commission  
Ed Ronco – President  
Ron Adams – Vice President  
Wally Merritt – Secretary  
Tom DeSana  
Margaret Loya

## **RESOLUTION**

DATE: March 11, 2019

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

RESOLVED that based on Sam Palamara's many years of dedicated public service to the City of Wyandotte, Council hereby concurs in the recommendation of Mayor Peterson and the Recreation Commission to rename Memorial Park as Memorial Park – Sam A. Palamara Recreation Complex; AND

BE IT FURTHER RESOLVED that the Recreation, Leisure and Culture Department will coordinate sign installation and a date and time for the naming ceremony in honor of Sam A. Palamara.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

MEETING DATE: March 11, 2019

AGENDA ITEM # 6

**ITEM:** Hiring – Part Time Magistrate (27<sup>th</sup> District Court)

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** The previous Part Time Magistrate of the 27<sup>th</sup> District Court has been elected Judge for the 27<sup>th</sup> District Court. Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of a part-time Magistrate was identified as a need for the Court in order to continue to provide effective services. As such, Elizabeth L. DiSanto, 27<sup>th</sup> District Court Judge, has recommended the hiring of Patrick Mastrogiacono for this position.

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

**ACTION REQUESTED:** The 27<sup>th</sup> District Court Judge recommends approval of the hiring.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** There will not be any budget implications due to the reduced number of hours for the new Magistrate.

**IMPLEMENTATION PLAN:** The City's Administrative Office will coordinate the hiring.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** Concur *T. Drysdale*

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

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

**LIST OF ATTACHMENTS:**

1. Letter dated March 04, 2019 – Elizabeth L. DiSanto
2. Resume – Patrick Mastrogiacono
3. Application for Employment

**MODEL RESOLUTION:**

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the Part-Time Magistrate position at the 27<sup>th</sup> District Court and

CONCURS with the recommendation of the 27<sup>th</sup> District Court Judge and hereby declares authorizes the filling of such vacancy and

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Patrick Mastrogiacomo.

STATE OF MICHIGAN



27<sup>TH</sup> DISTRICT COURT  
2015 Biddle Ave, Wyandotte, MI 48192  
Phone: (734) 324-4475 Fax: (734) 324-4472

Elizabeth L. DiSanto  
District Court Judge

Stacie A. Nevalo  
Court Administrator

March 04, 2019

Mayor Joseph Peterson and City Council Members  
City of Wyandotte  
3131 Biddle Avenue  
Wyandotte, MI 48192

RE: 27<sup>th</sup> District Court Magistrate Position

Dear Mayor Peterson and City Council Members:

The undersigned has appointed the following attorney as part-time Magistrate in the 27<sup>th</sup> District Court, commencing the week of April 01, 2019.

PATRICK MASTROGIACOMO, of Wyandotte, Michigan

Mr. Mastrogiacomo is well qualified and it is anticipated that he will begin working about 3 hours per week, twice a month performing duties such as hearing Informal Hearings on civil infractions, and presiding over Small Claims cases. There are now approximately 278 Magistrates assisting Courts in the State of Michigan.

The above position is in the budget for this year and will be held at the Court on the 2<sup>nd</sup> floor in the Magistrate's courtroom in the Police/Court building. With the assistance of the Magistrate, the Court will be able to continue to be efficient and be able to process cases in a more effective manner, realizing that this Court continues to process about 23,000 cases per year.

Once again, I can't tell you how pleased I am that this highly respected attorney has accepted this position to assist this Court. Your resolution approving this appointment is requested and required under the state guidelines.

Very truly yours,

A handwritten signature in black ink, appearing to read "Elizabeth L. DiSanto".

Elizabeth L. DiSanto  
27<sup>th</sup> District Court Judge

Cc: Patrick Mastrogiacomo



# Patrick Mastrogiacomo, Jr.

Wyandotte, MI 48192 | ( ) | |

## Summary

Innovative and successful Attorney and Engineer, highly effective at drafting and prosecuting Patent Applications and Trademark Applications before the United States Patent and Trademark Office. Conscientious and highly organized with over 13 years of experience successfully obtaining over 20 United States Letters Patent and over 45 United States Trademark Registrations.

## Experience

### Attorney

#### Mastrogiacomo PLLC

**July 2005 to Present**  
**Wyandotte, MI**

- Develop strategies to protect intellectual property portfolios for clients
- Provide opinions on patentability of inventions including infringement analysis
- Offer advice on how to modify inventions to overcome any perceived prior art infringement
- Draft, file and prosecute Patent Applications before the U. S. Patent and Trademark Office to obtain U. S. Patent Letters Patent
- Prepare file and prosecute Appeals before the U. S. Patent Trial and Appeal Board
- Draft, file and prosecute Trademark Applications before the U. S. Patent and Trademark Office to obtain U. S. Trademark Registration
- Prepare, file and prosecute Appeals before the U. S. Trademark Trial and Appeal Board

### Vehicle Planning Supervisor

#### Ford Motor Company

**January 1992 to Present**  
**Dearborn, MI**

- Lead cross-functional teams from various disciplines – Engineering, Finance, Marketing, Manufacturing and Regulatory to develop plans for new automobiles
- Apply engineering disciplines to evaluate input from marketing, the voice of the customer, regulatory requirements such as tailpipe emissions and fuel economy, manufacturing feasibility and affordability to deliver an automobile customers desire while providing a profit to the company
- Developed a proposal to add a diesel engine offering to the F-150 that provides highway fuel economy of 30 miles per gallon – proposal gained wide support within in the company and a diesel engine is now offered as an optional powertrain to the public in the 2019MY F-150

## Education

### Juris Doctor

University of Detroit Mercy

**2004**

Detroit, MI

### Master of Business Administration

University of Michigan

**1996**

Ann Arbor, MI

### Bachelor of Science, Electrical Engineering

University of Michigan

**1991**

Ann Arbor, MI

## Certifications

Member, State Bar of Michigan, Licensed attorney since 2005

Admitted to practice before the United States Patent and Trademark Office, 2004

Admitted to practice before the United States District Court for the Eastern District of Michigan, 2005

Professional Engineer, State of Michigan, 1998

## Activities

Wyandotte Community Alliance, Officer / Treasurer

Wyandotte Warriors Hockey Association, former President 2014 - 2018



# City of Wyandotte, Michigan 48192

## APPLICATION FOR EMPLOYMENT

(Please Print Clearly)

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

### EMPLOYMENT DESIRED

Position applied for Part Time Magistrate - 27th District Court

Have you read the description of this job? ☒ Yes ☐ No Are you qualified to perform these duties? ☒ Yes ☐ No

Other position you would consider None

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

Date you can start 22 January 2019 Wage expected \$ 45.00/hr

### PERSONAL INFORMATION

Name Mastrogiacono Patrick, Jr. -  
Last First Middle

Address Wyandotte Michigan 48192  
Street City State Zip

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

Other last names used while working, if any None

Are you a U.S. Citizen? ☒ Yes ☐ No

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

Have you even been convicted of a crime? ☒ Yes ☐ No

If yes, please give specifics Misdemeanor - Open Alcohol Container - City of Wyandotte - December 1992

Are there any felony charges pending against you? No

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



Have you ever served in the U.S. Military? ☐ Yes ☒ No If yes, indicate branch \_\_\_\_\_

Dates of duty: From \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ To \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Type of Discharge \_\_\_\_\_  
Month Date Year Month Date Year

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

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

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

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

Have you ever been employed by the City of Wyandotte? ☐ Yes ☒ No If yes, when? \_\_\_\_\_

Have any of your relatives ever been, or currently are, employed by the City of Wyandotte (including elected officials)?

☒ Yes ☐ No If yes, indicate names and dates: Michael Ugljesa (Brother-in-Law) - Summers during late '80s / early '90s

Are you a smoker? ☐ Yes ☒ No If yes, will you abide by the City's smoking policy? ☐ Yes ☐ No

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

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

Have you ever been bonded on a job? ☐ Yes ☒ No If yes, when? \_\_\_\_\_

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

Name Patricia M. Mastrogiacono Phone Number ( ) \_\_\_\_\_

Address \_\_\_\_\_  
Street City State Zip  
Wyandotte Michigan 48192

**PERSONAL REFERENCES**

(Not former employers or relatives)

Name and Occupation	Address	Phone Number
Robert P. Rinck		
Joseph S. Vig		
Joseph A. Cruciani		

**EDUCATION**

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

Attorney, member State Bar of Michigan

	Name of School	City/State	Degree	Major
High School	Aquinas High School	Southgate, MI	High School	N/A
College	University of Michigan	Ann Arbor, MI	Bachelor of Science	Electrical Engineering
Other	University of Michigan	Ann Arbor, MI	MBA	Finance
	University of Detroit-Mercy	Detroit, MI	Juris Doctor	Law

**EMPLOYMENT HISTORY**

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

Company Name Ford Motor Company Employed from January 1992 to Present

Address 20901 Oakwood Blvd Dearborn Michigan 48124  
Street City State Zip

Type of Business Automotive Manufacturer Name of Supervisor Rayman Nasr

Phone Number 313.594.0004 Starting Salary \$39,000/yr Final Salary \$130,000/yr

Position Vehicle Planning Supervisor Reason for leaving Still Employed

Duties Performed Develop vehicle solutions based upon customer wants, regulatory requirements and costs

If presently employed, may we contact your supervisor? ☒ Yes ☐ No

Company Name Mastrogiacono PLLC Employed from July 2005 to Present

Address 345 Pine Street Wyandotte Michigan 48192  
Street City State Zip

Type of Business Law Practice - Part Time Name of Supervisor Owned by myself

Phone Number 734.674.9995 Starting Salary N/A Final Salary N/A

Position Owner / Lawyer Reason for leaving Still Employed

Duties Performed Provide Intellectual Property Legal Services to Clients

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

If yes, please explain \_\_\_\_\_



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

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

#### APPLICANTS FOR UNION POSITIONS

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

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

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

#### APPLICANTS FOR NON-UNION POSITIONS

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

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

Dated: 18 January 2019 Signature: [Signature]

## **RESOLUTION**

DATE: March 11, 2019

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

RESOLVED that Council acknowledges receipt of the communication from the City Administrator regarding the Part-Time Magistrate position at the 27<sup>th</sup> District Court; AND

CONCURS with the recommendation of the 27<sup>th</sup> District Court Judge and hereby declares authorizes the filling of such vacancy, AND

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Patrick Mastrogiacomo at a rate of \$45.00 per hour.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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CITY OF WYANDOTTE  
REQUEST FOR COUNCIL ACTION

MEETING DATE: March 11, 2019

AGENDA ITEM # 7

**ITEM:** Fiscal 2018 – Department of Municipal Services Audited Financial Statements

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

**INDIVIDUALS IN ATTENDANCE:** N/A

**BACKGROUND:** An independent audit of the Department of Municipal Services Financial Statements for the fiscal year ending September 30, 2018 was recently completed by Plante Moran. The auditors rendered an unqualified opinion that the financial statements presented fairly, in all material respects, the financial position of the Electric, Water and Cable funds for the fiscal year ending 9/30/2018.

**STRATEGIC PLAN/GOALS:** Continued fiscally responsible operations for the City of Wyandotte – Department of Municipal Services.

**ACTION REQUESTED:** Receive and place on file the audited financial statements for the City of Wyandotte – Department of Municipal Services for the year ending September 30, 2018.

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

**IMPLEMENTATION PLAN:** N/A

**MAYOR'S RECOMMENDATION:** *Ad.*

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDysdale*

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

**LIST OF ATTACHMENTS**

- 9/30/2018 Audited Financial Statements

**RESOLUTION:**

BE IT RESOLVED by the City Council to receive and place on file the audited Financial Statements for the Department of Municipal Services for the fiscal year ending September 30, 2018.

I move the adoption of the foregoing resolution.

MOTION by

Councilperson: \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz

## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED by the City Council to receive and place on file the audited Financial Statements for the Department of Municipal Services for the fiscal year ending September 30, 2018.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

MEETING DATE: March 11<sup>th</sup>, 2019

AGENDA ITEM # 8

**ITEM:** Pifer Inc. Golf Cart Lease Extension

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

**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** Currently, Wyandotte Shores leases our fleet of 38 golf carts and one beverage cart from Pifer Inc. of Holly, MI. We currently pay \$24,699.96 per golf season. In our lease, we receive weekly maintenance visits, where Pifer's certified mechanic makes any necessary repairs to any carts that are in need of repair.

I contacted three separate golf cart dealers in Michigan to see if Pifer's lease contract was in the ballpark price range. Golf Cars Plus of Mt. Clemens didn't respond to several voicemails, Michigan Golf Cart of Warren said that our fleet request was too large and they couldn't handle us (but they referred us to Michigan Tournament Fleet of Commerce Township), and Michigan Tournament Fleet came in with a quote of over \$40,600 for 38 carts and a beverage cart.

At our February Recreation Commission meeting, the Commission unanimously agreed that we should stay with Pifer Inc. Scott Pifer, owner of Pifer Carts, said he would like to extend a lease extension through the 2022 golf season under the same terms and pricing of the last lease. We are requesting the waiver of the bid process as this is an extension of a contract where Pifer Carts has provided exemplary service to Wyandotte Shores over the last 12 years. While providing dependable and reliable golf carts, Pifer Carts has offered to keep the lease price the same as the previous contract and over the next four years.

**STRATEGIC PLAN/GOALS:** To continue to provide the finest services while being financially responsible

**ACTION REQUESTED:** Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the Golf Cart Lease Extension with Pifer Inc.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** Lease payments will continue to be paid from Account #525-750-825-550

**IMPLEMENTATION PLAN:** Forward the contract to the Mayor and City Clerk to sign

**COMMISSION RECOMMENDATION:** Concurs with the recommendation

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDupdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved by Legal Affairs

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** 1) Contract with Pifer Inc.



**RESOLUTION:**

Date: March 11<sup>th</sup>, 2019

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

**Resolved by the City Council that Council hereby authorizes the Mayor and City Clerk to sign the four year contract extension with Pifer Inc. through the year 2022 in the amount of \$24,699.96 per year as submitted by the Superintendent of Recreation.**

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
Desana  
Maiani  
Sabuda  
Schultz

Pifer Inc

(hereinafter called "Lessor"), 8341 E. Holly Rd, Holly, MI 48442

hereby agrees to lease to Wyandotte City Golf Course (hereinafter called

"Lessee"), with its principal place of business 3625 Biddle St. Wyandotte, MI 48192

the personal property specified herein under the following terms and conditions of this Agreement dated January 11, 2019

1. **EQUIPMENT** — The term Equipment as used herein shall refer to the items listed on Schedule B which is attached hereto and incorporated herein by reference. Lessee acknowledges that the Equipment is of a size, design, description, and manufacture as selected by Lessee, and that Lessee is satisfied that the Equipment is suitable for Lessee's purposes.
2. **TERM** — The term of the lease is non-cancellable and shall commence upon the actual delivery to Lessee of the Equipment ~~on~~ any portion thereof and continue for a period ending 48 months after the first day of the 1st month succeeding the commencement date.
3. **RENT** — Lessee agrees to remit to Lessor payments as specified on Schedule A, which is attached hereto and incorporated herein by reference. Any payment past due shall accrue late charges from the due date at the lower of (a) Lessor's then prevailing late charge rate, or (b) the highest rate permitted by law.  
Each payment made pursuant to this Lease shall be applied first to any charges or other expenses due under the terms of this Lease and the remaining balance, if any, to any Rent then due.
4. **WARRANTIES** —  
(a) Lessee acknowledges that Lessor is not the manufacturer or seller of the Equipment. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT, OR ITS FITNESS FOR A PARTICULAR PURPOSE, OR THE DESIGN OR CONDITION OF THE EQUIPMENT, OR THAT THE EQUIPMENT SATISFIES THE REQUIREMENTS OF ANY LAW, GOVERNMENTAL REGULATION, CONTACT, OR SPECIFICATION.
5. **TITLE TO EQUIPMENT** — Lessee shall have no right, title or interest in the Equipment, except a leasehold interest to possess and use the Equipment during the term of the lease subject to the terms hereof. The Equipment is and shall remain personal property and shall not become part of Lessee's physical plant. Lessor shall have the right to display notice of its ownership on the Equipment by affixing to each piece of Equipment in a conspicuous place such metal plate, or other form of notice that Lessor may reasonably require and Lessee will not alter, deface, cover, obscure, or remove such ownership notice. Except as provided in Section 20, upon termination of this Lease, Lessor shall be entitled to all Equipment leased herein and the Lessor or the Lessor's designates shall have the right to enter the Lessee's premises and remove same. It is understood and agreed that for all purposes this Agreement is intended to be a lease and that Lessee does not hereby acquire right, title, or interest to any Equipment leased hereunder, except the right to use the same under the terms provided herein.
6. **LIENS AND ALTERATIONS** — Lessee will keep Equipment free from any liens, claims or encumbrances and will not without the prior written consent of Lessor, make or suffer any changes, alterations, improvements or remove any parts, accessories or attachments other than in the course of routine maintenance.
7. **USE OF EQUIPMENT** — Lessee agrees and warrants that the Equipment leased herein will not be used or operated in violation of any law, ordinance or governmental regulation.
8. **ASSIGNMENT** — This Agreement and all rights of Lessor hereunder may be assigned by Lessor at any time without Lessee's consent, and after notice to Lessee of such assignment, Lessee agrees thereafter to make all lease payments hereunder to Lessor's assignee. In the event of any such assignment, the Lessee agrees that it shall not assert against Lessor's assignee, any defense, deduction, claim, counter claim or set off which Lessee may have against Lessor, whether arising out of this agreement or any other transaction or otherwise. After any such assignment all references to "Lessor" herein shall refer to the Lessor's assignee, and such assignee shall have all rights, privileges and remedies of Lessor hereunder. Lessee shall not sell, transfer, assign, sublease, convey or pledge its interest in or to this Lease or the Equipment without the prior written consent of Lessor and any such sale, transfer, assignment, sublease, conveyance or pledge, whether by operation of law or otherwise, without the prior written consent of Lessor shall be void. Should the Lessee sell the golf club, he will notify the Lessor and the Lease Agreement will be transferred to the new owner.
9. **STORAGE** — The Lessee assumes the responsibility for the safe housing indoors or under suitable cover of Equipment during the night and non-utilized periods. The Lessee shall be required to repair all flat tires. Additional tires mounted on rims will be provided by the Lessor.
10. **INSPECTION BY LESSOR** — Lessee agrees that Lessor or Lessor's agent shall have the right, during Lessee's normal operating hours, to inspect the Equipment and the maintenance records of the Equipment. Upon inspection, Lessor may serve written notice to Lessee should there be incidence of noncompliance with the terms of this Agreement. If after ten (10) days from the date of such notice said non-compliance has not been corrected to the reasonable satisfaction of Lessor, Lessor shall have the option to:
  - (A) effect the necessary repairs and collect the cost of said repairs from Lessee;
  - (B) take possession of the subject Equipment and collect from the Lessee the cost of repairing the Equipment, allowing and unpaid lease payment and an amount equal to six times the monthly rental payment;
  - (C) declare Lessee in default of this Agreement, and proceed to exercise its rights under Section 16 hereof.
11. **INSURANCE** — Lessee will, at its sole expense, carry hazard



- property damage, and public liability insurance with respect to the Equipment and the use thereof, in such amounts and with such insurers as are reasonably satisfactory to Lessor, and such insurance policies shall name Lessor as an insured thereunder, and provide for at least thirty (30) days written notice of cancellation to Lessor. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability if any, and the balance to Lessee. The proceeds of any fire, theft and extended coverage insurance with respect to the Equipment shall be payable solely to Lessor and shall be applied by Lessor toward the payment of Lessee's obligations hereunder and any balance of the proceeds shall be the property of the Lessor, provided that at Lessor's option such proceeds may be used for the repair or replacement of the affected Equipment.
12. **PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR** — If Lessee fails to timely and properly perform any of its obligations hereunder, Lessor may, but shall not be obligated to perform such obligations on behalf of Lessee, and the cost of such performance and the amount of the reasonable expenses of Lessor incurred in connection with such performance together with late charges of the rate specified in section 3 for late payments, shall be payable by Lessee upon demand by Lessor and such action by Lessor shall not be deemed a cure or waiver of any default of Lessee hereunder. Gasoline, E-Z Go Oil, or electricity required for the operation of said cars shall be furnished by the Lessee. Lessee agrees that he will not permit any other electrical or mechanical golf cars to be operated on said golf course except for member-owned cars. Lessee also agrees the golf car will not be used as a maintenance vehicle, carrying refreshments, or picking up balls from the driving range.
13. **LOSS OR DAMAGE** — Lessee shall bear the entire risk of loss, theft, partial or complete destruction, or damage of any Equipment from any cause whatever, whether or not insured against. In the event of loss or damage to any Equipment heretofore stated, Lessee shall pay to the Lessor the sum of the following:
- (A) all rent and all other sums due and owing in respect to such unit at time of such loss or damage plus:
  - (B) a residual value as specified on schedule 'A' which is attached hereto.
- Upon Lessor's receipt of such payment, Lessee shall be entitled to Lessor's interest in such Equipment, for salvage purposes, in its then condition and location, "AS IS", "WHERE IS".
14. **TAXES** — Lessee will pay, or reimburse Lessor, for any and all sales use, property and any other taxes now or hereafter imposed by any state, federal or local government based upon the ownership; leasing, renting, sale or possession or use of the Equipment whether the same be assessed to the Lessor or Lessee, together with any penalties or interest in connection therewith, except taxes imposed or measured by the net income of the Lessor.
15. **INVESTMENT TAX CREDIT INDEMNIFICATION** — It is hereby agreed that Lessee shall indemnify and hold harmless Lessor from and against any loss or liability incurred by Lessor by reason of any disposition or other disqualifying use of the Equipment by Lessee affecting the Investment Tax Credit allowed for the Equipment under the Internal Revenue Code of 1954, as amended.
16. **DEFAULT** — The occurrence of any of the following events shall, at the option of the Lessor, terminate this lease and Lessee's right to possession of the Equipment.
- (A) the default by Lessee under any term, covenant, or condition of this lease;
  - (B) any act of bankruptcy or insolvency or reorganization or

receivership or assignment or levy by or against Lessee, upon the happening of any of the above events Lessor reserves the right to:

- (A) enter any premises where any Equipment shall be located and remove or retain same without being liable to any suit, action, defense or other proceeding by Lessee;
  - (B) sell at public or private sale or lease any portion of said Equipment, and apply the proceeds of such sale or lease, after deducting all costs incurred by Lessor including, but not limited to repair costs, recovery fees, storage costs, and attorney's fees, against the amounts then due or thereafter to become due by Lessee under the Lease. If such proceeds are less than the present amounts due plus any future amounts due, Lessee shall immediately pay Lessor the difference;
  - (C) recover from Lessee all amounts due or to become due herein and/or
  - (D) pursue any other remedy at law or in equity whether or not covered in this Agreement.
17. **NOTICE AND PAYMENTS** — All communications which may be or are required by Lessor or Lessee shall be in writing. Communications to the Lessor shall be addressed to:
- PIFER INC.
18. Such option shall be exercised by giving Lessor written notice of same no later than 30 days prior to the expiration of this Lease. The purchase price for the Equipment shall be as stated in Schedule 'A' which is attached hereto. Lessee shall take title to the Equipment "AS IS, WHERE IS."
19. **SAVING CLAUSE** — In the event that any terms and provisions of this Agreement are in violation of, or prohibited by, any law, statute or ordinance of the state, or country in which it is used, the remainder of this Agreement shall not be invalidated.
20. **INDEMNIFICATION** — Lessee hereby agrees to indemnify, defend and hold Lessor, its agents, employees, successors and assigns, harmless from any and all claims, actions, demands, losses, damages, fines, penalties and liabilities, including expenses and attorney's fees and from any and all injuries or deaths of persons or damage to property, however arising, from or incident to this Lease Agreement and the action contemplated herein.
21. **ADDITIONAL DOCUMENTS** — Lessee agrees to execute, or obtain and deliver to Lessor, at Lessor's request, such additional documents as Lessor may reasonably deem necessary to protect Lessor's interest in the Equipment and in this Agreement, including, without limitation, financing statements, landlord's waivers, and mortgagee's waivers. Lessee shall pay, or reimburse Lessor on demand any filing fees or expenses incurred in connection with such additional documents. The execution of financing statements, or the filing of the same shall be for information purposes only and shall not be construed as an intention by the parties that the Equipment is being sold to Lessee under this Agreement.
22. **ENTIRE AGREEMENT** — The parties agree that this instrument, together with attached Schedules and Addenda (if any) constitute the entire Agreement between the parties and that no verbal understanding not incorporated in this document is binding upon either party. Both parties covenant to fulfill the obligations imposed upon them and waive any specific rights granted by state laws which might allow them to evade their respective responsibilities.

23. The following schedule or schedules are hereby made part of this Agreement:

Schedule \_\_\_\_\_

Schedule \_\_\_\_\_

Schedule \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this Agreement on the day and year first written above.

In the Presence of:

LESSOR \_\_\_\_\_

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

Title: \_\_\_\_\_

In the Presence of:

LESSEE \_\_\_\_\_

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

Title: \_\_\_\_\_

### SCHEDULE A

Equipment Description 38 Reconditioned Gas & Electric EZGO Golf Cars w/tops

Serial No. \$650 Per Car Per Year

Full Service Lease  
1 Free Beverage Car

Payment Schedule (not including sales tax) — Payment due on the \_\_\_\_\_ of the month.

	2019	2020	2021	2022	
April	\$4,116.66	\$4,116.66	\$4,116.66	\$4,116.66	_____
May	\$4,116.66	\$4,116.66	\$4,116.66	\$4,116.66	_____
June	\$4,116.66	\$4,116.66	\$4,116.66	\$4,116.66	_____
July	\$4,116.66	\$4,116.66	\$4,116.66	\$4,116.66	_____
August	\$4,116.66	\$4,116.66	\$4,116.66	\$4,116.66	_____
September	\$4,116.66	\$4,116.66	\$4,116.66	\$4,116.66	_____

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

SCHEDULE B

1. **LEASED PROPERTY:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following machinery and equipment together with all current or subsequent attachments, accessories, tools, and substitutions (the "Leased Property"):

Model and Description

Serial Number

2. **LOCATION OF LEASED PROPERTY:** The Leased Property shall be located by Lessee at the following address and shall not be moved or relocated without Lessor's prior written consent:

3. **INSTALLATION:** Lessee shall be responsible at its sole expense: (1) for all start-up costs; (2) for delivering all consents reasonably necessary in Lessor's judgment for installation use and removal of the Leased Property; and (3) for obtaining all permits, waivers of encumbrances and evidence of recordation reasonably necessary in Lessor's judgment with respect to the premises where the Leased Property is being installed. Lessor may elect (but is not obligated) to obtain such approval or to discharge such encumbrances, and in that event, Lessee shall reimburse Lessor promptly upon receipt of notices thereof. If installation is delayed for any reason other than Lessor's failure to tender the Leased Property, all charges shall still be due from and after the date this Lease commences under Section 2.

4. **INSPECTION AND ACCEPTANCE:** Within 30 days of delivery of the Leased Property, Lessee shall deliver a written notice to Lessor acknowledging acceptance or noting rejection. If notice is not received, it shall be conclusively presumed that Lessee has fully inspected the Leased Property, determined that it is in good repair, appearance and operating condition, and that it is fully accepted.

Lessee \_\_\_\_\_

Lessor \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\* AMENDMENT TO PARAGRAPH 16:

E) LESSOR SHALL NOTIFY LESSEE IN WRITING IF THEY ARE IN VIOLATION OF ANY DEFAULT EVENTS AND ALLOW THE LESSEE 15 DAYS TO CORRECT ANY DEFAULTS

**RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that Council hereby authorizes the Mayor and City Clerk to sign the four year contract extension with Pifer Inc. through the year 2022 in the amount of \$24,699.96 per year as submitted by the Superintendent of Recreation.

I Move the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	<b>Alderman</b>	_____
_____	<b>Calvin</b>	_____
_____	<b>DeSana</b>	_____
_____	<b>Maiani</b>	_____
_____	<b>Sabuda</b>	_____
_____	<b>Schultz</b>	_____

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

**MEETING DATE:** March 11th, 2019

**AGENDA ITEM #** 9

**ITEM:** Bishop Park Concession Stand Lease Extension 2019

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



**INDIVIDUALS IN ATTENDANCE:**

**BACKGROUND:** In 2015 it was a struggle to find a lessee for the Concession Stand and Restrooms at Bishop Park. After advertising in the paper and on the MITN resulted in zero inquiries, we posted advertising on the building itself. Saif Algaithe expressed interest and bid the minimum amount required (\$2,000) and has operated the facility for the past four seasons.

Mr. Algaithe and his staff did an outstanding job and once again expressed a desire to return in 2019. Mr. Algaithe will operate the Concession Stand and Restrooms and pay the City \$2,000.00 in five \$400 installments.

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

**ACTION REQUESTED:** Adopt a resolution concurring with the Superintendent of Recreation's recommendation to have the Mayor and City Clerk sign the contract for the 2019 Bishop Park Concession Stand

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** 101-000-651-030. Mr. Algaithe will be responsible for making five \$400 dollar payments that will be due the last business day of each month beginning in May and concluding in September.

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

**COMMISSION RECOMMENDATION:** Concurs with the Recommendation

**CITY ADMINISTRATOR'S RECOMMENDATION:** *Shirley*

**LEGAL COUNSEL'S RECOMMENDATION:** Contract approved by Legal Affairs

**MAYOR'S RECOMMENDATION:** *ALP*

**LIST OF ATTACHMENTS:** 1) Copy of 2019 Bishop Park Concession Stand Lease

**RESOLUTION:**

Date: March 11<sup>th</sup>, 2019

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

**RESOLVED** by the City Council that Council hereby **CONCURS** in the recommendation of the Superintendent of Recreation and the Recreation Commission to award a one year extension to operate the Bishop Park Concession Stand for 2019 to Saif Alghathie, in the amount of \$2,000 provided the proper insurance is placed on file in the City Clerk's Office and all stipulations are adhered to as outlined in said lease. AND BE IT FURTHER RESOLVED that the Council authorizes the Mayor and City Clerk to sign said lease agreement on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen \_\_\_\_\_

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

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
Desana  
Maiani  
Sabuda  
Schultz



**AGREEMENT BETWEEN THE**  
**CITY OF WYANDOTTE & \_\_\_\_\_**  
**FOR THE 2019 OPERATION OF THE BISHOP**  
**PARK CONCESSION-RESTROOM FACILITY**

AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of WYANDOTTE, a Municipal Corporation in the County of Wayne, State of Michigan, hereinafter designated FIRST PARTY, and \_\_\_\_\_, hereinafter designated SECOND PARTY.

WITNESSETH:

WHEREAS, First Party owns and maintains a public municipal park commonly referred to as Bishop Park; and

WHEREAS, First Party is desirous of permitting a refreshment concession and restrooms to be operated by Second Party at said Bishop Park for the period of April 15 through September 30, 2019. Said period may be altered by the mutual agreement of both parties.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto,

IT IS AGREED, as follows:

1. First Party agrees to permit Second Party to operate a refreshment concession and maintain the restrooms by cleaning and monitoring said within the building provided by the City of Wyandotte in Bishop Park at such reasonable hours of business as

are fixed by the Department of Recreation of the City of Wyandotte, and must comply with the health and sanitation regulations of the City of Wyandotte and Wayne County Health Department.

2. Second Party agrees to furnish all necessary equipment and materials to operate said concession.

3. Second Party agrees to furnish labor only for the cleaning of the restrooms and operation of the concession. The First Party will supply all cleaning and other necessary supplies to operate the restrooms.

4. Second Party will possess at his/her own expense proper food safety certification and will comply with all health ordinances.

5. It is the desire of the First Party that the prices charged for merchandise shall not be more than those prevailing for similar merchandise in this area. Price list shall be subject to the approval of the Recreation Superintendent. Approved list shall be posted in a conspicuous place.

6. The term of the lease shall be April 1<sup>st</sup>, 2019, to October 31<sup>st</sup>, 2019. The concession/restrooms will be operated April 15<sup>th</sup> through September 30, 2019, weather permitting, and dates to be confirmed and set by the Superintendent of Recreation.

7. Second Party promises to pay to the First Party the total sum of two thousand (\$2,000.00) dollars at four hundred (\$400.00) dollars per month, due on the following dates: May 31, June 28<sup>th</sup>, July 28<sup>th</sup>, August 30<sup>th</sup>, and September 30<sup>th</sup>, 2019.

8. Second Party hereby agrees to maintain the concession stand and restrooms in a sanitary condition in accordance with the regulations of the Departments of Public Service and Recreation at all times. Restrooms to be opened and operating by 9

am each day weather permitting and closed by 9 pm each day, unless otherwise notified by the Superintendent of Recreation.

9. Second Party shall not assign, transfer or sublet the above concession and shall personally operate said concession under their supervision and control, and shall be personally held responsible for the performance of all the covenants and conditions as herein set forth.

10. Second Party further agrees that any beverages will not be sold in glass bottles. Alcoholic beverages shall be prohibited from sale.

11. The City reserves the right to add other concession stands for any special events.

12. Second Party agrees he/she shall forthwith procure, at their own expense, and shall maintain during the term of this lease, public liability insurance in the amount of \$1,000,000.00 Bodily Injury, \$1,000,000.00 Personal Injury and \$500,000 Property Damage, the policies of said insurance to provide ten (10) days advance written notice to the First Party prior to cancellation, termination or material change. Second Party shall furnish certificates of the aforesaid insurance coverage. The City of Wyandotte shall be named additional insured and the policies delivered to the City before opening.

13. Second Party agrees that it shall indemnify and save harmless the First Party and its officers, elected officials, commissions, agents, or representatives for and from all claims, demands, payments, suits, actions, recoveries, and judgments, or every type and nature, brought or recovered against it or either/or any of them for or on account of any personal injuries or damages to property received or sustained by any person or persons by reason of or arising out of or in connection with Second Party's conduct,

carrying out his responsibilities under this agreement, and use and occupation of the premises under this agreement.

14. The parties hereto mutually agree that this Agreement may be terminated by either party, without cause, by first giving 30 days written notice to the other party of the terminating party's intent to terminate this Agreement.

15. The parties mutually agree that the First Party may terminate this Agreement on three days notice if the Second Party is in default of any provision of this Agreement for more than five days.

IN WITNESS WHEREOF, the parties hereto, by authority of the representative officials of the First Party and the Second Party have caused these presents to be signed and sealed the day and year set forth.

CITY OF WYANDOTTE  
Authorized by

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

\_\_\_\_\_  
Larry Stec, City Clerk  
FIRST PARTY

\_\_\_\_\_  
SECOND PARTY

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

Name Walter R. Fosh

## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that Council hereby concurs in the recommendation of the Superintendent of Recreation and the Recreation Commission to award a one-year extension to operate the Bishop Park Concession Stand for 2019 to Saif Alghathie, in the amount of \$2,000, provided the proper insurance is placed on file in the City Clerk's Office and all stipulations are adhered to as outlined in said lease; AND

BE IT FURTHER RESOLVED that the Council authorizes the Mayor and City Clerk to sign said lease agreement on behalf of the City of Wyandotte.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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

### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

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

MEETING DATE: March 11, 2019

AGENDA ITEM # **10**

**ITEM:** Hiring – Contract Employees Code Compliance Officials

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



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

**BACKGROUND.** Due to staffing issues, additional Contract Employees are needed to perform the Upon Sale/Rental Inspections. Specifically, the building portion and mechanical/plumbing/fire portion of the inspections. Currently, there is one (1) part time inspector doing the building portion and one (1) part time inspector doing the mechanical/plumbing/fire portion. Therefore, it is recommended to hire Gene Stephens, for the building portion and Jeffrey Carley for the mechanical/plumbing/fire portion.

Currently, the Upon Sale/Rental Inspections are provided Monday, Tuesday, Wednesday and Thursday for four (4) hours each. These hiring's will provide additional time slots for these inspections.

If you concur with this recommendation, the enclosed Memorandum of Agreements will need to be approved by Your Honorable Body.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to providing the finest services and quality of life.

**ACTION REQUESTED:** Recommend approval of the hiring of Mr. Stephens and Mr. Carley

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** No effect on the budget because the duties and hours are already included in the budget.

**IMPLEMENTATION PLAN:** Execute Memorandum of Agreement with Mr. Stephens and Mr. Carley.

**COMMISSION RECOMMENDATION:** N/A

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

**LEGAL COUNSEL'S RECOMMENDATION:** Memorandum of Agreement has been reviewed by W. Look

**MAYOR'S RECOMMENDATION:** *ALL*

**LIST OF ATTACHMENTS:** Application for Employment; Memorandum of Agreements

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date:

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

BE IT RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Engineer regarding the hiring of Code Compliance Officials to perform Building Inspections and Plumbing/Mechanical/Fire Inspections for the Code Compliance Program for the City of Wyandotte; AND

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Gene Stephens and Jeff Carley

BE IT RESOLVED that the Mayor and Clerk are authorized to execute the Memorandum of Agreement between the City of Wyandotte and Mr. Stephens and Mr. Carley.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz



MEMORANDUM OF AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the City of Wyandotte, a Michigan Municipal Corporation, hereinafter referred to  
as CITY and Gene Stephens, hereinafter referred to as CONTRACTOR;

WITNESSETH:

WHEREAS, the City of Wyandotte requires the services of a Code Compliance Official to  
enforce the provisions of the applicable codes of the City of Wyandotte; and

WHEREAS, said Gene Stephens has made known to the CITY OF WYANDOTTE and the  
Department of Engineering thereof, that he is available to serve as a Code Compliance Official on  
a contractual basis;

NOW, THEREFORE, in consideration of the aforesaid and of the mutual covenants and  
agreements herein contained, it is mutually agreed by and between the parties hereto as  
follows:

- 1) CITY does hereby retain Gene Stephens as an independent contracting Code Compliance  
Official on a contractual basis commencing \_\_\_\_\_ unless sooner  
canceled by either party as herein provided.
- 2) The work and duties of the contractor shall be as follows:
  - Make code inspections on behalf of the City of Wyandotte including work, which is  
subject to and controlled by the Wyandotte Codes.
  - Perform duties outlined in the applicable codes.
  - Answer questions pertaining to the applicable codes.
  - Make all inspections as requested by the City Engineer including those pertaining to  
existing codes.
  - Keep accurate and adequate records as required by the City Engineer which records  
are to be the property of the city of Wyandotte.
  - Any other related work as required by the City Engineer.
- 3) City shall pay to Contractor, for the performance of the aforementioned duties:
  - The sum of twenty-four dollars & 50/100 (\$24.50) first inspection except in the  
case of multiple inspections at the same location, then the sum of twenty-four  
dollars & 50/100 (\$24.50) for the first unit and fifteen dollars & 00/100 (\$15.00) for  
each additional unit at the same location up to including eight (8) units.
  - For nine (9) units and up to and including fifteen (15) units, the sum of twenty-four  
dollars & 50/100 (\$24.50) initial inspection for the first unit and eight dollars &  
50/100 (\$8.50) for each additional unit at the same location. Initial inspections  
over fifteen (15) units will be negotiated prior to inspection.
  - The sum of fifteen dollars & 00/100 (\$15.00) re-inspection except in the case of  
multiple re-inspections at the same location, then the sum of fifteen dollars &  
00/100 (\$15.00) for the first unit and eight dollars & 50/100 (\$8.50) for each  
additional unit at the same location up to and including eight (8) units.



- For nine (9) units and up to and including fifteen (15) units, the sum of fifteen dollars and 00/100 (\$15.00) per re-inspection of the first unit and seven dollars & 00/100 (\$7.00) for each additional unit at the same location. Re-inspections over fifteen (15) units will be negotiated prior to re-inspection.
  - On an initial inspections or re-inspection when the location to be inspected is not available to be inspected the Contractor will receive a show up fee of six dollars & 00/100 (\$6.00).
  - Payment will be made bi-weekly.
  - The Contractor shall be available to answer questions regarding his inspections at no additional charge.
- 4) Contractor may be absent from the Offices of the City Engineer and unavailable for the duties herein prescribed for a period of thirty (30) days in a calendar year without such absence and unavailability being construed as breach of this contract without suffering any diminution in the contract price, as approved by the City Engineer. Paid vacation, sick or personal time is not a part of this contract.
- 5) It is understood and agreed that no Social Security deductions will be made from Contractor's bi-weekly installments and that the City will pay no Social Security Tax in connection with the Contractor inasmuch as the employer-employee relationship does not exist between City and Contractor and that Contractor will pay his own self-employment tax as a self-employed person.
- 6) It is understood and agreed for the same reasons set forth in Paragraph 6 above that neither the City nor Contractor will make any contributions to the City Retirement Funds in regard to any pension for Contractor.
- 7) Contractor shall forthwith upon undertaking the duties aforesaid, furnish the City with a certificate or certificates of insurance company certifying that Contractor's automobile which he will use in the performance of the aforementioned duties is insured with public liability insurance, the limits of liability of which shall be One Hundred Thousand Dollars (\$100,000.00) for injuries, including accidental death, to any one person, and subject to the same limits for each person, at least Three Hundred Thousand Dollars (\$300,000.00) for any one accident involving two or more persons, arising in whole or in part by reason of or in anyway connected with or resulting from the performance of this Contract by Contractor. Said certificates shall provide that the aforesaid insurance is in force and that ten (10) days written notice will be given to the City by the insurance company or companies of any cancellation of any policy or policies required by this agreement.

Said certificates shall provide that the aforesaid insurance is in force and that ten (10) days written notice will be given to the City by the insurance company or companies of any cancellation of any policy or policies required by this agreement. Contractor agrees to hold the City of Wyandotte harmless from any claim or lawsuit arising out of use of the contractor's automobile which he will use while in the performance of contractor's duties under the terms of this agreement.

- 8) The City agrees to indemnify the contractor from all claims arising from the contractor's official conduct which is in accordance with all of the terms of this contract and within the scope of his authority and provided that the contractor acted in good faith and without malice and provided contractor's conduct does not amount to gross negligence.
- 9) This Contract may be canceled by either party at any time, provided prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF WYANDOTTE, a Michigan Municipal Corporation

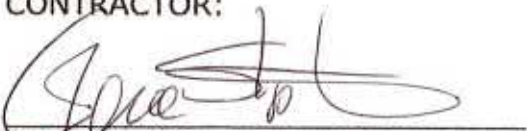
\_\_\_\_\_  
Lawrence S. Stec, Clerk

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

\_\_\_\_\_  
Department of Legal Affairs

\_\_\_\_\_  
Mark A. Kowalewski, City Engineer

CONTRACTOR:

  
\_\_\_\_\_  
Gene Stephens

MEMORANDUM OF AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the City of Wyandotte, a Michigan Municipal Corporation, hereinafter referred to  
as CITY and Jeffery Carley, hereinafter referred to as CONTRACTOR;

WITNESSETH:

WHEREAS, the City of Wyandotte requires the services of a Code Compliance Official to  
enforce the provisions of the applicable codes of the City of Wyandotte; and

WHEREAS, said Jeffery Carley has made known to the CITY OF WYANDOTTE and the  
Department of Engineering thereof, that he is available to serve as a Code Compliance Official on  
a contractual basis;

NOW, THEREFORE, in consideration of the aforesaid and of the mutual covenants and  
agreements herein contained, it is mutually agreed by and between the parties hereto as  
follows:

- 1) CITY does hereby retain Jeffery Carley as an independent contracting Code Compliance  
Official on a contractual basis commencing \_\_\_\_\_ unless sooner  
canceled by either party as herein provided.
- 2) The work and duties of the contractor shall be as follows:
  - Make code inspections on behalf of the City of Wyandotte including work, which is  
subject to and controlled by the Wyandotte Codes.
  - Perform duties outlined in the applicable codes.
  - Answer questions pertaining to the applicable codes.
  - Make all inspections as requested by the City Engineer including those pertaining to  
existing codes.
  - Keep accurate and adequate records as required by the City Engineer which records  
are to be the property of the city of Wyandotte.
  - Any other related work as required by the City Engineer.
- 3) City shall pay to Contractor, for the performance of the aforementioned duties:
  - The sum of twenty-four dollars & 50/100 (\$24.50) first inspection except in the  
case of multiple inspections at the same location, then the sum of twenty-four  
dollars & 50/100 (\$24.50) for the first unit and fifteen dollars & 00/100 (\$15.00) for  
each additional unit at the same location up to including eight (8) units.
  - For nine (9) units and up to and including fifteen (15) units, the sum of twenty-four  
dollars & 50/100 (\$24.50) initial inspection for the first unit and eight dollars &  
50/100 (\$8.50) for each additional unit at the same location. Initial inspections  
over fifteen (15) units will be negotiated prior to inspection.
  - The sum of fifteen dollars & 00/100 (\$15.00) re-inspection except in the case of  
multiple re-inspections at the same location, then the sum of fifteen dollars &  
00/100 (\$15.00) for the first unit and eight dollars & 50/100 (\$8.50) for each  
additional unit at the same location up to and including eight (8) units.



- For nine (9) units and up to and including fifteen (15) units, the sum of fifteen dollars and 00/100 (\$15.00) per re-inspection of the first unit and seven dollars & 00/100 (\$7.00) for each additional unit at the same location. Re-inspections over fifteen (15) units will be negotiated prior to re-inspection.
  - On an initial inspections or re-inspection when the location to be inspected is not available to be inspected the Contractor will receive a show up fee of six dollars & 00/100 (\$6.00).
  - Payment will be made bi-weekly.
  - The Contractor shall be available to answer questions regarding his inspections at no additional charge.
- 4) Contractor may be absent from the Offices of the City Engineer and unavailable for the duties herein prescribed for a period of thirty (30) days in a calendar year without such absence and unavailability being construed as breach of this contract without suffering any diminution in the contract price, as approved by the City Engineer. Paid vacation, sick or personal time is not a part of this contract.
- 5) It is understood and agreed that no Social Security deductions will be made from Contractor's bi-weekly installments and that the City will pay no Social Security Tax in connection with the Contractor inasmuch as the employer-employee relationship does not exist between City and Contractor and that Contractor will pay his own self-employment tax as a self-employed person.
- 6) It is understood and agreed for the same reasons set forth in Paragraph 6 above that neither the City nor Contractor will make any contributions to the City Retirement Funds in regard to any pension for Contractor.
- 7) Contractor shall forthwith upon undertaking the duties aforesaid, furnish the City with a certificate or certificates of insurance company certifying that Contractor's automobile which he will use in the performance of the aforementioned duties is insured with public liability insurance, the limits of liability of which shall be One Hundred Thousand Dollars (\$100,000.00) for injuries, including accidental death, to any one person, and subject to the same limits for each person, at least Three Hundred Thousand Dollars (\$300,000.00) for any one accident involving two or more persons, arising in whole or in part by reason of or in anyway connected with or resulting from the performance of this Contract by Contractor. Said certificates shall provide that the aforesaid insurance is in force and that ten (10) days written notice will be given to the City by the insurance company or companies of any cancellation of any policy or policies required by this agreement.

Said certificates shall provide that the aforesaid insurance is in force and that ten (10) days written notice will be given to the City by the insurance company or companies of any cancellation of any policy or policies required by this agreement. Contractor agrees to hold the City of Wyandotte harmless from any claim or lawsuit arising out of use of the contractor's automobile which he will use while in the performance of contractor's duties under the terms of this agreement.

- 8) The City agrees to indemnify the contractor from all claims arising from the contractor's official conduct which is in accordance with all of the terms of this contract and within the scope of his authority and provided that the contractor acted in good faith and without malice and provided contractor's conduct does not amount to gross negligence.
- 9) This Contract may be canceled by either party at any time, provided prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CITY OF WYANDOTTE, a Michigan Municipal Corporation

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

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

\_\_\_\_\_  
Department of Legal Affairs

\_\_\_\_\_  
Mark A. Kowalewski, City Engineer

CONTRACTOR:

  
\_\_\_\_\_  
Jeffery Carley

## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that Council acknowledges receipt of the communication from the City Engineer regarding the hiring of Code Compliance Officials to perform Building Inspections and Plumbing/Mechanical/Fire Inspections for the Code Compliance Program for the City of Wyandotte; AND

FURTHER, BE IT RESOLVED that the Council approves the hiring of Gene Stephens and Jeff Carley, AND

BE IT RESOLVED that the Mayor and Clerk are authorized to execute the Memorandum of Agreement between the City of Wyandotte and Mr. Stephens and Mr. Carley.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

MEETING DATE: March 11, 2019

AGENDA ITEM # **11**

**ITEM:** Sale Former 644 Orange for Construction of a new Single Family Home

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



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

**BACKGROUND:** The sale of this property to Mr. and Mrs. Mills was approved by City Council on October 29, 2018. Mr. and Mrs. Mills are purchasing the property for the construction of a new single family home. An Amendment to the Purchase Agreement is required to amend the closing time frame and clarify the brick foundation.

If you concur with this Amendment, the attached Resolution will authorize the Mayor and Clerk to execute same.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to provide the finest services and quality of life to its residents by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas, ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods.

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

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

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

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** SDysdal

**LEGAL COUNSEL'S RECOMMENDATION:** Approved as to form. W. Look

**MAYOR'S RECOMMENDATION:** JLB

**LIST OF ATTACHMENTS:** Amendment to Purchase Agreement; Council Resolution dated October 29, 2018

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date:

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

BE IT RESOLVED by the City Council that Council concurs with the recommendation from the City Engineer regarding the Amendment to Purchase Agreement for the sale of former 644 Orange; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Amendment to Purchase Agreement for the sale of former 644 Orange as submitted to City Council.

I move the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Alderman	
	Calvin	
	DeSana	
	Maiani	
	Sabuda	
	Schultz	



FIRST AMENDMENT TO PURCHASE AGREEMENT  
BETWEEN  
THE CITY OF WYANDOTTE  
AND  
KENNETH MILLS AND MICHELLE MILLS

The Purchase Agreement dated October 29, 2018, for the property located at Former 644 Orange, now known as 648 Orange, Wyandotte, Michigan hereby amend Paragraph 14 to read:

14. The closing for this Agreement is contingent upon the Purchaser, within 150 days of Seller's signed acceptance, (before March 29, 2019) obtaining a building permit, issued by the Engineering and Building Department for the construction of an owner occupied single family home, consisting of the following features:
- Approximately 1,980 square feet with 3 bedrooms, and 2 ½ baths as indicated on Attachment A
  - Full basement to be in accordance with Section R310-Emergency Escape and Rescue Openings in accordance with the 2015 Michigan Residential Code. Emergency Escape and Rescue Opening must have an approved cover. The basement is also required to have a Backflow Valve and Sump Pump.
  - Exterior to be brick from the foundation to the first floor joist around entire exterior with vinyl siding for rest of exterior.
  - Attached garage. NOTE: Garage will not extend no further than 3 feet from the living area of the home.

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

Dated this 27<sup>th</sup> day of February, 2019.

In the Presence of:

BIBL

Purchasers:

Kenneth Mills  
Kenneth Mills, a Married Man

Michelle Mills  
Michelle Mills, a Married Woman

Seller: City of Wyandotte

\_\_\_\_\_

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

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

**CITY OF WYANDOTTE, MICHIGAN  
CERTIFIED RESOLUTION  
2018-452**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE,  
WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL  
BUILDING.

UNDER THE DATE OF: October 29, 2018

MOVED BY: Councilperson Schultz


SUPPORTED BY: Councilperson Maiani

RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding the City owned property located at former 644 Orange is hereby received and placed on file;  
AND

BE IT FURTHER RESOLVED that the Council concurs with the recommendation to sell the property known as former 644 Orange to Kenneth and Michelle Mills in the amount of \$10,000.00; AND  
BE IT FURTHER RESOLVED that if the Purchaser(s), Kenneth and Michelle Mills do not undertake development within six (6) months from time of closing and complete construction within one (1) year will result in Seller's right to repurchase property including any improvements for One (\$1.00) Dollar. A condition will be placed on the Deed that will include this contingency;

NOW THEREFORE, BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Real Estate for the property known as former 644 Orange, between Kenneth and Michelle Mills and the City of Wyandotte for \$10,000 as presented to Council.  
Motion unanimously carried.

**I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on October 29, 2018 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.**

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

## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that Council concurs with the recommendation from the City Engineer regarding the Amendment to Purchase Agreement for the sale of former 644 Orange; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Amendment to Purchase Agreement for the sale of former 644 Orange as submitted to City Council.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

MEETING DATE: March 11<sup>th</sup>, 2019

AGENDA ITEM # **12**

**ITEM:** Engineering and Building Department – 2019 Bituminous Street Joint & Crack Seal Program

**PRESENTER:** Mark Kowalewski, City Engineer



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

**BACKGROUND:** Joint sealing is a cost effective preventative maintenance measure for pavements that can extend the service life of pavements. Joint sealing protects pavements from water infiltration thereby maintaining subgrade integrity and prolonging drive quality.

Bids for the 2019 Bituminous Street Joint & Crack Seal Program were opened and read aloud on February 11<sup>th</sup>, 2019 (attached). The low bidder was Michigan Joint Sealing of Farmington Hills, Michigan. This contract will address cracks in all asphalt roads west of the railroad tracks.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in continuing to provide safe and functional infrastructure for Wyandotte Residents.

**ACTION REQUESTED:** Approve the award of the 2019 Bituminous Street Joint & Crack Seal Program to Michigan Joint Sealing.

**BUDGET IMPLICATIONS & ACCOUNT NUMBER:** The 2019 Bituminous Street Joint & Crack Seal Program will be funded from the following accounts:

Major Street Fund	202-440-825-460	\$153,990.00
Local Street Fund	203-440-825-460	\$303,402.00
TIFA Street Fund	492-200-825-460	\$382,975.00
<b>TOTAL</b>	<b>-</b>	<b>\$840,367.00</b>

**IMPLEMENTATION PLAN:** If approved by City Council, authorize the Mayor and City Clerk to sign the contract.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** 

**LEGAL COUNSEL'S RECOMMENDATION:** Reviewed Bid Tally Summary. [W. Look](#)

**MAYOR'S RECOMMENDATION:** 

**LIST OF ATTACHMENTS:** Proposed Resolution, Bid Tabulation

**PROPOSED**  
**RESOLUTION**

DATE: March 11<sup>th</sup>, 2019

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

RESOLVED that Council agrees with the recommendation of the City Engineer and APPROVES the award of the 2019 Bituminous Street Joint & Crack Seal Program to Michigan Joint Sealing in the amount of \$840,367.00. The project shall be funded from accounts 202-440-825-460 (\$153,990.00), 203-440-825-460 (\$303,402.00), and 492-200-825-460 (\$382,975.00).

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute this contract.

I Move the adoption of the foregoing resolution.

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

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

**YEAS**

**COUNCIL**

**NAYS**

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**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

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**2019 Bituminous Street Joint & Crack Seal Program**  
**File 4757 Bid Opening: February 11, 2019**

Complied 02/12/19

				Michigan Joint Sealing Farmington Hills, MI		Scodeller Construction Wixom, MI		Denler, Inc. Joilet, IL	
#	Pay Item	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Cleaning & Sealing Joints & Cracks	1,478,600	LFT	\$ 0.495	\$ 731,907.00	\$ 0.440	\$ 650,584.00	\$ 0.650	\$ 961,090.00
2	Joint Sealing Compound	493,000	LBS	\$ 0.220	\$ 108,460.00	\$ 0.500	\$ 246,500.00	\$ 0.500	\$ 246,500.00
<b>Bid Totals</b>				<b>\$840,367.00</b>		<b>\$897,084.00</b>		<b>\$1,207,590.00</b>	

## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that Council agrees with the recommendation of the City Engineer and approves the award of the 2019 Bituminous Street Joint & Crack Seal Program to Michigan Joint Sealing in the amount of \$840,367.00. The project shall be funded from accounts 202-440-825-460 (\$153,990.00), 203-440-825-460 (\$303,402.00), and 492-200-825-460 (\$382,975.00).

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute this contract.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

MEETING DATE: March 11, 2019

AGENDA ITEM # **13**

**ITEM:** An Ordinance to Amend Chapter 31.1 Rental Dwellings and Rental Units

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



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

**BACKGROUND:** The State of Michigan has amended Section 126 of the Housing Law of Michigan (PA 167 of 1917) to clarifying existing law regarding the inspection of multiple dwellings and rooming houses. In Summary, the new Bill:

- Requires multiple dwellings be inspected every four (4) years
- Defines multiple dwellings as other than a one-family or two-family dwelling
- Requires consent from the lessee to enter the leasehold regulated by the inspection
- Requires the owner of leasehold to notify the lessee of the City's inspection
- Requires the owner of the leasehold to provide access to the leasehold

Therefore, attached for your consideration is an ordinance to amend Chapter 31.1 Rental Dwelling and Rental Units to be in compliance with State changes. The changes are as follows:

- Define the definitions of Certificate of Compliance; Multiple Dwelling; One (1) Family Dwelling; Rental Unit and Two (2) Family Dwelling
- Add a Section regarding notification to tenant by owner.
- Amend Section regarding validation for Certificate of Compliance for Multiple Family Dwellings from five (5) years to four (4) years. NOTE: One (1) and two (2) Family Dwellings will be valid for five (5) years.
- Amend Certificate of Compliance application form and fee to be determined by City Council Resolution.

I recommend the attached Ordinance be adopted. If you concur with this recommendation, a proposed ordinance has been prepared for your consideration.

**STRATEGIC PLAN/GOALS:** This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to providing the finest services and quality of life.

**ACTION REQUESTED:** Conduct a first reading of the enclosed ordinance.

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

**IMPLEMENTATION PLAN:** Conduct a first and final reading of the Ordinance. If the final reading is approved by Council, the City Clerk's Office will update the Code of Ordinances to include the above-mentioned ordinance with the next codification supplement.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *SDupdal*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved as to form. *W. Look*



**MAYOR'S RECOMMENDATION:** *Alt.*

**LIST OF ATTACHMENTS:** Existing and Proposed Ordinance

**MODEL RESOLUTION:**

RESOLUTION

Wyandotte, Michigan  
Date:

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

RESOLVED that the communication from the City Engineer regarding changes to Chapter 31.1 Rental Dwelling and Rental Units of the City of Wyandotte's Code of Ordinance is received and placed on file; AND

BE IT FURTHER RESOLVED that the first reading of the proposed Ordinance will be held at the March 11, 2019 meeting of the City Council.

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz

An Ordinance entitled an Ordinance to amend Article I "Registration" of Chapter 31.1 "Rental Dwellings and Rental Units" by amending Section 31.1-1 "Definitions" and by adopting Section 31.1-5a "Notification to Tenant by Owner"; and amend Article II "Certificate of Compliance" by amending Section 31.1-11 "Certificate of Compliance Required" and adopting Section 31.1-12(b) "Certificate of Compliance Application Form and Fee" and adopting Section 31.1-12(c) "Certificate of Compliance Application Form and Fee for Renewal" of the Wyandotte Code of Ordinances.

#### THE CITY OF WYANDOTTE ORDAINS:

Section 1. Amendment to Article I. Registration, Section 31.1-1 entitled "Definitions" by amending the definition for the following terms only. All other terms not listed below shall remain as currently defined.

**Certificate of Compliance.** A certificate issued by the department of engineering and building which certifies compliance with the provisions of the codes and ordinances of the City of Wyandotte for all rental dwelling and rental units. A certificate of compliance is valid for a period of five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings from its date of issuance if issued within six (6) months of the date of the inspection report, provided that the rental dwelling and rental units remain in compliance with all applicable codes and ordinances and are not sold or transferred.

**Family.** A domestic family, that is, one (1) or more persons living together and related by the bonds of consanguinity, marriage or adoption, together with servants of the principal occupants and not more than one (1) additional unrelated person, with all of such individuals being domiciled together as a single, domestic, housekeeping unit in a dwelling unit.

**Multiple dwelling.** Dwelling occupied otherwise than as a 1 family dwelling or 2 family dwelling.

**One (1) Family Dwelling.** Dwelling occupied by 1 family, and so designed and arranged as to provide cooking and kitchen accommodations for 1 family only.

**Rental Unit.** Any one area, room, structure, flat, apartment, or facility of a rental dwelling including a 1 family or 2 family dwelling that is being leased or rented to only one (1) tenant, group of tenants, or family under one (1) lease and is not owner occupied.

**Two (2) Family Dwelling.** Dwelling occupied by 2 families, and so designed and arranged to provide cooking and kitchen accommodations for 2 families only.

Section 2. Amending Article I. "Registration", by adding Section 31.1-5a entitled "Notification to Lessee by Owner".

#### Sec. 31.1-5a Notification to Lessee by Owner

- a) The owner of a leasehold shall notify the lessee of the City's request to inspect a leasehold, shall make a good-faith effort to obtain the lessee's consent for an inspection, and, if the owner obtains the lessee's consent for an inspection, shall arrange for the inspection by the City.
- b) The Owner of a leasehold shall provide the City access to the leasehold for an inspection during reasonable hours if any of the following apply:
  - i. The lease authorizes City inspector to enter the leasehold for an inspection.
  - ii. The lessee has made a complaint to the City.
  - iii. The leasehold is vacant.
  - iv. The City serves an administrative warrant ordering the owner to provide access.



- v. The lessee has consented to an inspection. If a lessee is not present during the inspection, the City may rely on the owner's representation to the City that the lessee has consented to the City's inspection.
- c) The lessee shall provide the City access to the leasehold for an inspection during reasonable hours if any of the following apply:
  - i. The lease authorizes the City inspector to enter the leasehold for an inspection.
  - ii. The lessee has made a complaint to the City.
  - iii. The City serves an administrative warrant ordering the lessee to provide access.
  - iv. The lessee has given consent.
- d) If a lessee who refused an inspection by the City vacates a leasehold before an inspection by the City, the owner of the leasehold shall notify the City within 10 days after the leasehold is vacated.
- e) Before entering a leasehold regulated by this ordinance, the owner of the leasehold shall request and obtain permission to enter the leasehold. However, in the case of an emergency, including, but not limited to fire, flood, or other threat of serious injury or death, the owner may enter at any time.

Section 3. Amendment to Article II. Certificate of Compliance, Section 31.1-11 entitled "Certificate of Compliance required",

Section 31.1-11 Certificate of Compliance Required

- (a) No person shall lease, rent or cause to be occupied a rental dwelling or rental unit unless there is a valid certificate of compliance issued by the department of engineering and building in the name of the owner/responsible local agent and issued for the specific rental dwelling and rental unit. The certificate shall be displayed in a conspicuous place in each rental dwelling and rental unit at all times or in a common area shared by all occupants of a rental dwelling and rental unit. The certificate shall be issued after making application with the building department and an inspection by the code enforcement inspector to determine that each rental dwelling and rental unit complies with the provisions of the codes and ordinances of the City of Wyandotte. An inspection report shall be completed by the inspectors after completing the inspection of the property. The report shall note all violations found in the dwelling.
- (b) Before a certificate of compliance is issued, either (a) all violations must be corrected and approved by the City or (b) the amount of money estimated by the City to correct said violations must be placed in escrow with the department of engineering and building together with a signed Escrow Agreement, provided there are no dangerous conditions as determined by the City existing on the premises. If all of the said violations are not corrected within six (6) months of issuance of the Certificate of Compliance, the City may revoke the Certificate of compliance. The escrow funds will be released only after all violations are corrected.
- (c) A certificate of compliance is valid for a period of five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings from its date of issuance if issued within six (6) months of the date of the initial inspection report, provided that the rental dwelling and rental units remain in compliance with all applicable codes and ordinances and are not sold or transferred. If the violations are corrected more than six (6) months of the date of the initial inspection report, then the certificate of compliance will be valid for a period of five (5) years and six (6) months for 1 family and 2 family dwellings and four (4) years and six (6) months for multiple dwellings from the date of the inspection report. For a new rental dwelling a certificate of compliance shall be issued



simultaneously with the certificate of occupancy, and shall remain valid for five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings provided that the rental dwelling and rental units remain in compliance with all the applicable codes and ordinances and are not sold or transferred.

When the rental dwelling or rental units are going to be sold or transferred, a new inspection and new certificate of compliance shall be required. The inspection fees will follow the same guidelines as stated in section 31.1-12(b).

The city engineer may revoke a certificate of compliance for a violation of and code, ordinance or rule or regulation of the city. The certificate of compliance must be renewed every five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings at the department of engineering and building. Any existing certificate of compliance that contains an expiration date prior to the adoption of this section shall remain in effect until the expiration date provided that the rental dwelling and rental units remain in compliance with all applicable codes and ordinances, are not sold or transferred with five (5) years for 1 family and 2 family dwellings and four (4) years for multiple dwellings of the expiration date of the current certificate of compliance, and provided that the property is not vacant or subject to foreclosure proceedings, or is the subject of a police report regarding vandalism, breaking and entering or open structure, or is determined to be a dangerous building by the engineer in accordance with the City of Wyandotte Property Maintenance Code.

Section 4. Amendment to Article II. "Certificate of Compliance", by amending subparagraph (b) of Section 31.1-12 entitled "Certificate of Compliance application Form and Fee".

Section 31.1-12 (b) Certificate of Compliance Application Form and Fee.

- (b) The inspection fee for a certificate of compliance shall be one hundred ninety dollars (\$190.00) for each rental dwelling and ninety-five dollars (\$95.00) for each additional rental unit contained within said rental dwelling. Future fees shall be determined by resolution of City Council. Fee to be paid prior to inspection of unit(s).

Section 5. Amendment to Article II. "Certificate of Compliance", by amending subparagraph (c) of Section 31.1-12 entitled "Certificate of Compliance application Form and Fee for renewal".

Section 31.1-12 (c) Certificate of Compliance Application Form and Fee for renewal

- (c) The renewal inspection fee every four (4) years for multiple dwelling and every five (5) years for 1 family and 2 family dwelling shall be one hundred ninety dollars (\$190.00) for each rental dwelling and ninety-five dollars (\$95.00) for each additional rental unit contained within said rental dwelling. Future fees shall be determined by resolution of City Council. Fee to be paid prior to inspection of unit(s).

Section 6. Amendment to Article II. "Certificate of Compliance", by amending subparagraph (d) of Section 31.1-12. entitled "Multiple dwellings".

Section 31.1-12 Multiple Dwellings

- (d) Multiple dwelling with more than twenty-five (25) units shall pay a minimum fee of two thousand four hundred seventy dollars (\$2,470.00) provided the city inspection does not exceed twenty-six (26) hours for the team of inspectors. Additional hours beyond twenty-six (26) shall be charged at the rate of one hundred twenty dollars (\$120.00) per hour. Future fees shall be determined by resolution of City Council. Fee to be paid prior to inspection of unit(s).

Section 7. Interpretation.

Nothing in this Ordinance shall be construed to affect any suit or proceeding in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy or any character be lost, impaired or affected by this Ordinance.

Section 8. Severability.

Severability. Should any word, sentence, phrase or any portion of this Ordinance be held in a manner invalid by any court of competent jurisdiction or by any state agency having authority to do so for any reason whatsoever, such holdings shall be construed and limited to such word, sentence, phrase or any portion of the Ordinance held to be so invalid and shall not be construed as affecting the validity of any of the remaining words, sentences, phrases or portions of this Ordinance.

Section 9. Conflicting Ordinance.

Conflicting Ordinances. All prior existing ordinances adopted by the City of Wyandotte inconsistent or in conflict with the provisions of this Ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

Section 10. Effective

This Ordinance shall effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte

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

YEAS

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\_\_\_\_\_

Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz

NAYS

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ABSENT \_\_\_\_\_

I hereby approve the adoption of the foregoing Ordinance this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## CERTIFICATION

We, the undersigned, Joseph R. Peterson and Lawrence S. Stec, respectively, the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the City Council of the City of Wyandotte, at a regular session on Monday, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

## **RESOLUTION**

DATE: March 11, 2019

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

RESOLVED that the communication from the City Engineer regarding changes to Chapter 31.1 Rental Dwelling sand Rental Units of the City of Wyandotte's Code of Ordinance is received and placed on file; AND

BE IT FURTHER RESOLVED that the first reading of the proposed Ordinance will be held at the March 11, 2019 meeting of the City Council.

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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

**MEETING DATE:** March 11, 2019

**AGENDA ITEM #** 14

**ITEM:** Service Contract to list the City's Owned Buildable Lots

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



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

**BACKGROUND:** Attached for your consideration is a Service Contract with Re/Max on the Boulevard of Wyandotte (Re/Max) to list the vacant buildable lots for the construction of new single family homes on the Multiple Listing Service (MLS). Re/Max has been performing this task for the City since 2015. Re/Max does not charge a fee for this service. However, if a Realtor provides us a buyer who enters into a Purchase Agreement for the construction of a new single family home and closes on the Purchase Agreement the City would pay that Realtor \$1,000.

The City will continue to place "For Sale" signs on the properties and list the available lots on the City's Website.

Also, this Agreement has been expanded to include notification of Request for Proposals (RFP) for commercial/industrial properties.

**STRATEGIC PLAN/GOALS:** This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in continuing efforts to enhancing the community's quality of life by: fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas; ensuring that all new developments will be planned and designed consistent with the city's historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods; fostering the maintenance and development of stable and vibrant neighborhoods.

**ACTION REQUESTED:** Approve the Mayor and City Clerk to execute the Service Contract with Re/Max on the Boulevard of Wyandotte for listing vacant buildable lots for the construction of new single family homes and RFP for commercial/industrial properties on the MLS Site.

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

**IMPLEMENTATION PLAN:** Execute Service Contract with Re/Max and continue to update the MLS.

**COMMISSION RECOMMENDATION:** N/A

**CITY ADMINISTRATOR'S RECOMMENDATION:** *S. Dunsdale*

**LEGAL COUNSEL'S RECOMMENDATION:** Approved as to form, *W. Look*

**MAYOR'S RECOMMENDATION:** *Alt.*

**LIST OF ATTACHMENTS:** Service Contract



**MODEL RESOLUTION:**

**RESOLUTION**

Wyandotte, Michigan  
Date: March 11, 2019

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

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the Service Contract to list the vacant buildable lots for the construction of new single family homes and RFP for commercial/industrial properties on the Multiple Listing Service (MLS) is hereby received; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Service Contract between the City and Re/max on the Boulevard of Wyandotte to list the vacant buildable lots for the construction of new single family homes and RFP for commercial/industrial properties on the Multiple Listing Service (MLS).

I move the adoption of the foregoing resolution.

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

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

YEAS

COUNCIL

NAYS

Alderman  
Calvin  
DeSana  
Maiani  
Sabuda  
Schultz

## SERVICE CONTRACT

SERVICE CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF WYANDOTTE, Party of the First Part, and RE/MAX ON THE BOULEVARD OF WYANDOTTE, Michigan, Party of the Second Part, to wit:

The Party of the First Part wishes to hire the Party of the Second Part to provide the following services:

1. Place notification of vacant buildable lots for the construction of new single family homes on the Multiple Listing Service (MLS).
2. Place notification of Request for Proposals (RFP) for Commercial/Industrial Properties.

The Party of the Second Part has a current Real Estate Broker's License. The Party of the Second Part will supply their Certificate of Good Standing (Corporation) or Certificate of Existence (limited Liability Company) issued by the Michigan Secretary of State (if Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.) Further, the Party of the Second Part will provide a valid proof of current membership to a MLS i.e. RealComp or Paragon.

The City of Wyandotte, City Engineer, will review and approve the Multiple Listing Service Vacant Land Data Form and RFP before entering into system.

The Party of the First Part will not pay any fees or commissions for this service. However, it will pay \$1,000 to any Broker/Real Estate Agent that provides a buyer who enters into a Purchase Agreement with the City and closes on the Purchase Agreement on a lot listed on the MLS. This fee will be paid at time of closing. This shall be incorporated into the Vacant Land Data Form from the MLS Listing.

It is agreed and acknowledged that this is a Service Contract only for buildable lots for the construction of new single family homes and construction of commercial/industrial uses in response to a City Request for Proposals (RFP).

It is further agreed that the City reserves the right to terminate this Service Contract by providing forty-eight (48) hour notice to the Part of the Second Part.

City of Wyandotte, Party of the First Part

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

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

Re/Max On the Boulevard, Party of the Second Part

BY: Robert W. Denning  
Robert W. Denning, Broker/owner

## **RESOLUTION**

DATE: March 11, 2019

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

BE IT RESOLVED that the communication from the City Engineer regarding the Service Contract to list the vacant buildable lots for the construction of new single-family homes and RFP for commercial/industrial properties on the Multiple Listing Service (MLS) is hereby received; AND

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Clerk to execute the Service Contract between the City and Re/max on the Boulevard of Wyandotte to list the vacant buildable lots for the construction of new single family homes and RFP for commercial/industrial properties on the Multiple Listing Service (MLS).

I Move the adoption of the foregoing resolution.

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

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

### **YEAS**

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### **COUNCIL**

**Alderman**  
**Calvin**  
**DeSana**  
**Maiani**  
**Sabuda**  
**Schultz**

### **NAYS**

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**RESOLUTION**

DATE: March 11, 2019

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

RESOLVED that the total bills and accounts of \$\_\_\_\_\_ as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I Move the adoption of the foregoing resolution.

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

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

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

## REPORTS & MINTUES

### ***CITY OF WYANDOTTE FIRE COMMISSION MEETING***

The Fire Commission meeting was held in the 2<sup>nd</sup> Floor Conference Room at Police Headquarters on Tuesday, February 12, 2019. Commissioner Melzer called the meeting to order at 6:00 p.m.

#### **ROLL CALL:**

Present:	Commissioner Heck Commissioner Melzer Chief Carley
Recording Secretary:	Lynne Matt
Absent:	Commissioner Harris

#### **READING OF JOURNAL**

Motioned by Commissioner Heck, supported by Commissioner Melzer to approve the minutes as recorded for the meeting held on January 8, 2019. Motion carried unanimously.

#### **UNFINISHED BUSINESS**

1. *Update on building renovations Station 1*  
Chief Carley stated building is getting there we're at punch list level. MIG continuing to move along.

#### **COMMUNICATIONS**

*Request for 3<sup>rd</sup> rider*

Chief Carley submitted request for 3<sup>rd</sup> rider from rural fire department. Commissioner Heck motioned to approve as long as appropriate paperwork filled out; supported by Commissioner Melzer. Motion carried.

### **DEPARTMENTAL**

1. *Wyandotte Fire Department Monthly Report "December 2018"*

Chief Carley stated for the month of December we had a total of 247 rescue runs and that \$113,110.00 was billed out. There were 87 fire calls for the month as well.

*Wyandotte Fire Department Monthly Report "January 2019"*

Chief Carley stated for the month of January we had a total of 234 rescue runs and that \$120,295.00 was billed out. There were 68 fire calls for the month as well.

Commissioner Heck motioned to receive and place on file above reports; supported by Commissioner Melzer. Motion carried.

2. *Department bills submitted January 16, 2019 in the amount of \$4,612.51*

*Department bills submitted January 30, 2019 in the amount of \$6,133.90*

*Department bills submitted February 13, 2019 in the amount of \$21,307.09*

Commissioner Heck motioned to pay bills and accounts submitted as stated above; supported by Commissioner Melzer. Roll call; motion carried.

3. *Daily Reports*

Commissioner Heck motioned to receive and place on file reports; supported by Commissioner Melzer. Motion carried.

### **LATE**

Chief Carley submitted request made by Todd Drysdale for "Special Meeting of Fire Commission" next Tuesday, February 19, 2019 @ 5:00 p.m. for the promotion of the next Fire Chief due to Chief Carley's retirement.

### **ADJOURNMENT**

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:20 p.m.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Bodie Heck', followed by the date '2-27-19'.

Bobie Heck  
Secretary

***CITY OF WYANDOTTE***  
***SPECIAL FIRE COMMISSION MEETING***

The Special Fire Commission meeting was held in the 2<sup>nd</sup> Floor Conference Room at Police Headquarters on Tuesday, February 19, 2019. Commissioner Harris called the meeting to order at 5:00 p.m.

**ROLL CALL:**

Present:	Commissioner Harris Commissioner Heck Chief Carley
Recording Secretary:	Lynne Matt
Absent:	Commissioner Melzer
Also:	Captain Daniel Wright

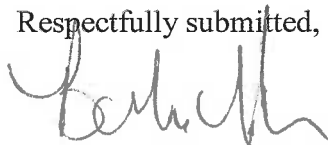
**FIRE CHIEF PROMOTION**

Commissioner Heck motioned to concur with Mayor Peterson's recommendation to proceed with the promotion of Daniel Wright to the position of Fire Chief; supported by Commissioner Harris. Motion carried.

**ADJOURNMENT**

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 5:15 p.m.

Respectfully submitted,

 2-27-19

Bobie Heck  
Secretary

MI/lm

March 6, 2019

## Wyandotte Municipal Services Commission Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, March 6, 2019 at 5:00 PM.

Roll Call: Present: Commissioners Leslie Lupo  
Carolyn Harris  
Robert J. Thiede  
Paul Gouth  
Bryan Hughes-Excused

General Manager & Secretary Paul LaManes

Also, Present-

Amy Cannatella- CATV  
Chris Brohl  
Amber Sutphin  
Steve Timcoe  
Dave Fuller  
Heather Zagor  
Gerard Dwornik  
Nicole Nguyen-Barr Engineering  
Bill Brickey-Plante Moran  
Justin Kolbow-Plante Moran

**Approval of Minutes:**

MOTION by Commissioner Thiede and SECONDED by Commissioner Gouth to approve the February 6, 2019 regular meeting minutes of the Municipal Services Commission.

Commissioner Lupo asked that the roll be attached, no objections were made.

**Hearing of Public Concerns:**

None

**Resolution #3-2019-01**

**MOTION** by Commissioner Gouth and **SECONDED** by Commissioner Thiede to authorize the General Manager to approve Municipal Services to utilize EO Administration funding to host a paper shred day on May 18<sup>th</sup> 2019 between 9:00am to 12:00pm in the City Hall Parking Lot, as recommended by WMS Management.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede and Gouth  
NAYS: None  
Motion passes

**Resolution #3-2019-02**

**MOTION** by Commissioner Gouth and **SECONDED** by Commissioner Thiede to authorize the General Manager to execute a contract with DeMaria, the lowest qualified bidder under sealed Bid # 4752 for General Contractor Services for the Aux Boiler building construction and installation at the Wyandotte Power Plant in the amount of \$2,199,200.00, as recommended by WMS Management.



Wyandotte Municipal Services Commission  
Regular Meeting Minutes

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede and Gouth

NAYS: None

Motion passes

**Reports and Communications:**

- FY2018 Financial Statement Audit- Presentation by Plante Moran

MOTION by Commissioner Harris and SECONDED by Commissioner Thiede to receive and place on file the audited financial statements for the fiscal year ending 9/30/2018 for Wyandotte Municipal Services - Electric, Water and Cable Television Funds.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede and Gouth

NAYS: None

Motion passes

- Monthly Cable Subscriber Counts- February 2019

MOTION by Commissioner Lupo to receive and place on file, no objections were made.

Commissioner Lupo asked that the roll be attached, no objections were made.

**Approval of Vouchers:**

MOTION by Commissioner Harris and SECONDED by Commissioner Thiede that the vouchers be paid as submitted.

**#5368 \$1,011,589.95**

**#5369 \$1,075,893.55**

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede and Gouth

NAYS: None

Vouchers approved

**Late Items:**

None

Motion by Commissioner Thiede and SECONDED by Commissioner Gouth to now adjourn at 5:30PM. Roll attached. No objections to adjournment of meeting.

March 6, 2019

Wyandotte Municipal Services Commission  
Regular Meeting Minutes

**Next Regular Meeting - Wednesday, March 20, 2019 at 5 PM**

X 

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Paul LaManes  
General Manager/Secretary

# **City of Wyandotte**

## **Police Commission Meeting**

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Regular Commission Meeting  
February 12, 2019

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### **ROLL CALL**

Present: Commissioner Doug Melzer  
Commissioner Bobie Heck  
Chief Brian Zalewski

Absent: Commissioner John Harris (Excused)

Others Present: Deputy Chief Archie Hamilton

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:21 p.m.

The Minutes from the regular Police Commission meeting on January 8, 2019 were presented.

Heck moved, Melzer seconded,  
CARRIED, to approve the regular minutes of January 8, 2019, as presented.

### **UNFINISHED BUSINESS**

NONE

### **COMMUNICATIONS**

NONE

### **DEPARTMENTAL**

#### **1. Police Statistics – January 2019**

Nothing out of the ordinary is happening. The statistics are comparable to the same time period as last year.

Heck moved, Melzer seconded,  
CARRIED, to receive and place on file the Police statistics for January 2019.

#### **2. Traffic Control Order – Handicap Signs – 414 Sycamore**

There is no driveway at this particular residence. The resident meets all the criteria for handicap signs, and this will enable them to access vehicles with greater ease.

Heck moved, Melzer seconded,  
CARRIED, to approve the placement of Handicap Signs at 414 Sycamore Street.

**3. Bills and Accounts** –January 22, 2019, \$11,522.20, February 12, 2019, \$78,266.31

Heck moved, Melzer seconded

CARRIED, to approve payment of the bills for January 22, 2019, \$11,522.20, and February 12, 2019, \$78,266.31

**NEW BUSINESS.**

**1. Accreditation**

The Department was given formal Accreditation status at the recently held MACP annual winter conference. Our Department is one of only 16 communities in the state to hold the Accreditation status. Wyandotte and Livonia are the only two communities in Wayne County to hold this designation.

The only minor issue with the Accreditation was in regards to our building generator. There is a head gasket that needs to be replaced; and, this job will be put out to bid soon.

There will be a presentation before City Council announcing our Accreditation in the near future.

**2. Annual Awards Banquet**

The Awards Banquet will be on March 9<sup>th</sup> at 6:00 p.m. at the F.O.P. Hall. Various officials and dignitaries will be invited.

*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 6:34 p.m.

Heck moved, Melzer seconded,

CARRIED, to adjourn meeting at 6:34 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department



2-26-19

# **City of Wyandotte**

## **Police Commission Meeting**

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Regular Commission Meeting  
February 26, 2019

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### **ROLL CALL**

Present: Commissioner John Harris  
Commissioner Doug Melzer  
Commissioner Bobie Heck  
Chief Brian Zalewski

Absent: NONE

Others Present: NONE

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:03 p.m.

The Minutes from the regular Police Commission meeting on February 12, 2019 were presented.

Heck moved, Melzer seconded,  
CARRIED, to approve the regular minutes of February 12, 2019, as presented.

### **UNFINISHED BUSINESS**

NONE

### **COMMUNICATIONS**

NONE

### **DEPARTMENTAL**

1. **Bills and Accounts** – February 26, 2019, \$15,634.32

Heck moved, Melzer seconded  
A Roll Call was held and the Motion  
CARRIED, to approve payment of the bills for February 26, 2019, \$15,634.32

### **NEW BUSINESS.**

1. **Department Fleet**

A few recent traffic crashes that involved police fleet vehicles were discussed.



## ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:17 p.m.

Heck moved, Melzer seconded,  
CARRIED, to adjourn meeting at 6:17 p.m.

Laura Allen  
Administrative Assistant  
Wyandotte Police Department

A handwritten signature in cursive script that reads "Laura Allen".