



AGENDA

REGULAR SESSION

MONDAY, MAY 20, 2019 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE ROBERT DESANA

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 – May 13, 2019
2. Municipal Services YTD Financial Results – Period Ending 3/31/2019
3. Diamond Jack's River Tours License Agreement
4. Wayne County Right-of-Way Annual Permits
5. Special Events:
 - a. WSAF 2019 Entertainment Contracts
 - b. RHS Bass Fishing Team Pier Use Request
 - c. Blitzen the Dotte 2019
 - d. Wyandotte Democratic Club Picnic

NEW BUSINESS

6. Dedication of Electric Operations Building (3605 11th St.)
7. Reappointments to Cultural & Historical Commission – Bozzo, Grooms, Navarre
8. Reappointment to the Retirement Commission – R. Szczechowski
9. Hiring of Judicial Administrative Assistant – A. Boggs
10. Eureka Viaduct Landscaping Contract 2019
11. Designation of Street Administrator
12. Fort Street & Eureka Road Sign Landscaping Maintenance
13. CBD Snow Removal Assessment
14. Zoning Ordinance Amendment to RM-2, CBD, B-2 and IRO Districts

BILLS & ACCOUNTS

REPORTS & MINUTES

Beautification Commission

April 10 & May 8, 2019

Civil Service Commission

May 8, 2019

Cultural & Historical Commission

April 11, 2019

Fire Commission
Police Commission
Zoning Board of Appeals & Adjustment

April 9, 2019
April 23 & May 14, 2019
May 1, 2019

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

NEXT MEETING OF THE CITY COUNCIL: June 3, 2019

ADJOURNMENT

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

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

2. Approval of Council Meeting Minutes – May 13, 2019
3. Municipal Services YTD Financial Results – Period Ending 3/31/2019
4. Diamond Jack's River Tours License Agreement
5. Wayne County Right-of-Way Annual Permits
6. Special Events:
 - a. WSAF 2019 Entertainment Contracts
 - b. RHS Bass Fishing Team Pier Use Request
 - c. Blitzen the Dotte 2019
 - d. Wyandotte Democratic Club Picnic

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

CITY OF WYANDOTTE
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, May 13, 2019, and was called to order at 7:00pm with Honorable Mayor Joseph R. Peterson presiding.

The meeting began with the Pledge of Allegiance, followed by roll call.

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

ABSENT: None

Also, Present: Theodore Galeski, City Assessor; Todd Browning, City Treasurer; William Look, City Attorney; Greg Mayhew, City Engineer; and Lawrence Stec, City Clerk

PRESENTATIONS

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

2019-180 SPECIAL ASSESSMENT DISTRICT #944: 2018 SIDEWALK PROGRAM

1 objection in writing

WHEREAS the time having arrived for the hearing before this Council and the City Assessor on the Special Assessment District #944 for the purpose of defraying that part of the cost which Council decided should be paid and borne by a special assessment for the 2018 Sidewalk Program (public walks between Grove Street & Pennsylvania from Biddle Avenue to 18th Street) within the city of Wyandotte, County of Wayne, State of Michigan and said roll having been duly presented to this Council by the City Assessor; AND

WHEREAS after such hearing this council is of the opinion that said roll should be approved and confirmed; NOW

THEREFORE BE IT RESOLVED that special assessment roll #944 as filed by the City Assessor with the City Clerk be hereby approved and confirmed that this Council does hereby estimate that the period of usefulness of said improvements is not less than five (5) years and that the assessments shown on said roll be divided into 5 annual installments, payable by the first day of June each year from 2019 to 2023, and that the City Clerk transmit said roll to the City Treasurer with his warrant for collection accordingly, and that the installments of each special assessment roll shall bear interest at the rate of six percent (6%) per annum commencing July 1, 2019, said interest to be paid annually on the due dates of the principal installments of said special assessment roll.

Motion unanimously carried.

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2019-181 CONSENT AGENDA APPROVALS

By Councilperson Calvin, supported by Councilperson Alderman

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

1. Approval of Council Meeting Minutes – April 29, 2019
2. The Fighting Fit Property Use Request
3. Traffic Control Order #2019-07:
4. Special Events:
 - a. WSAF 2019 Entertainment Contracts

- b. WSAF 2019 Clean Up Contract/Music Boosters
- c. WSAF 2019 Children's Entertainment Area Contract
- d. 2019 Maple Leaf Amusements Event

Motion unanimously carried.

2019-182 MINUTES

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED that the minutes of the meeting held under the date of April 29, 2019, be approved as recorded, without objection.

Motion unanimously carried.

2019-183 FIGHTING FIT PROPERTY USE REQUEST

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that City Council grants permission to The Fighting Fit to use the city-owned vacant lot located across the street from their facility (and in front of the DPS building) on Memorial Day 2019 for a facility event and various other days as needed for the purpose of providing a safe space for relays and other outdoor gym activities, provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs and the organization adds the city as additional insured to their insurance policy.

Motion unanimously carried.

2019-184 TRAFFIC CONTROL ORDER 2019-07

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs with the recommendation of Deputy Chief Hamilton as set forth in Traffic Control Order 2019-07 for the installation of "Handicap" signs in front of 2063 10th St., Wyandotte, MI 48192.

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.

2019-185 WSAF 2019 ENTERTAINMENT CONTRACTS – RUMMLER/SCHOTTHOEFER

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the entertainment agreements for various artists listed below to provide musical entertainment during the 2019 Wyandotte Street Art Fair, with funds to be paid from account #285-225-925-730-860, for the following dates, times, and costs:

Performer	Date	Time	Cost
Rummler	Saturday, July 13, 2019	4:30 – 6:00PM	\$500
Olivia Schotthoefer	Saturday, July 13, 2019	1:00 – 2:00PM	\$150

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

Motion unanimously carried.

2019-186 WSAF 2019 CLEAN UP CONTRACT/WYANDOTTE MUSIC BOOSTERS

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator to approve of the agreement between the City of Wyandotte and the Wyandotte Music Boosters to provide a clean-up crew both during and after the 2019 Wyandotte Street Art Fair, taking place on July 10th – 13th, 2019.

BE IT FURTHER RESOLVED that funds in the amount of \$4,250 will be paid within 30 days of the Street Fair by check to the Wyandotte Music Boosters for their service and said funds will be paid from the WSAF Expense Account #285-225-925-860.

Motion unanimously carried.

2019-187 WSAF 2019 CHILDREN'S ENTERTAINMENT AREA

By Councilperson Calvin, supported by Councilperson Alderman

WHEREAS the Special Event Coordinator is recommending the approval of a contract with DNKMOONWALKS to use a portion of the Old Theater Lot, located at the intersection of Elm and First Streets, for the provision of amusement rides and recreational toys/games in the Children's Area of the 2019 Wyandotte Street Art Fair.

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator, to approve of the contract for DNKMOONWALKS, with set-up starting at 3pm on Thursday, July 9th and tear-down ending no later than 9am on Sunday, July 14th; AND

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

Motion unanimously carried.

2019-188 2019 MAPLE LEAF AMUSEMENTS

By Councilperson Calvin, supported by Councilperson Alderman

WHEREAS Maple Leaf Amusements has applied to use city property, specifically use of Parking Lot #1, in conjunction with the fair to be held on the following dates and times:

May 23-24, 2019 5PM-10PM

May 25-26, 2019 1PM-11PM

May 27, 2019 1PM-8PM

BE IT RESOLVED that Council approves the application of Maple Leaf Amusements and the aforementioned property use for the said dates and times, in addition to directing DPS to close all areas to be used by 5pm on May 21st for set-up.

BE IT FURTHER RESOLVED that the Maple Leaf Amusements 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 Maple Leaf Amusements with fees payable no later than 14 days following the event.
- Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse.
- Maple Leaf Amusements 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 Maple Leaf Amusements 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.

NEW BUSINESS

2019-189 ALTERNATE COMMISSIONER TO DUWA – G. MAYHEW

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that the appointment of Gregory Mayhew as the City's alternate commissioner to the Downriver Utility Wastewater Authority is hereby APPROVED.

Motion unanimously carried.

2019-190 APPT. TO CULTURAL & HISTORICAL COMMISSION – J. MALNAR

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Jaclyn Malnar, 128 Cedar St., Wyandotte, MI to the Cultural & Historical Commission. Term to expire December 2022.

Motion unanimously carried.

2019-191 APPT. TO DESIGN REVIEW BOARD – R. THOMAS

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation to appoint Ron Thomas, 3582 17th St., Wyandotte, MI 48192 to the Design Review Board. Term to expire May 2022.

Motion unanimously carried.

2019-192 APPT. TO DCC BROWNFIELD CONSORTIUM – G. MAYHEW

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that the appointment of Gregory Mayhew as the City's representative to the Downriver Community Conference Brownfield Consortium is hereby APPROVED.

Motion unanimously carried.

2019-193 APPT. TO DOWNTOWN DEVELOPMENT AUTHORITY – S. JORDAN

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that the City Council hereby CONCURS with the recommendation of Mayor Peterson to appoint Scott Jordan to the Downtown Development Authority. Term to expire June 2023.

Motion unanimously carried.

2019-194 SALE OF FORMER 1750 8TH ST.

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs with the communication from the City Administrator regarding the sale of Former 1750 8th Street, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from James and Jean Reitmyer, to acquire 10 feet of the former 1750 8th Street for the amount of \$500.00, AND

BE IT FURTHER RESOLVED that Council accepts the offer from Katherine Avant, to acquire 20 feet of the former 1750 8th Street for the amount of \$1,000.00; AND

BE IT FURTHER RESOLVED that the Department of Legal Affairs is hereby directed to prepare the necessary documents and the Mayor and Clerk are hereby authorized to sign said Documents.

Motion unanimously carried.

2019-195 PURCHASE OF 351 HUDSON

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council concurs with the recommendation of the City Administrator to acquire the property at 351 Hudson in the amount of \$36,000.00 to be appropriated from TIFA Area Funds; AND

BE IT RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary closing documents and the Mayor and City Clerk be authorized to execute the Purchase Agreement; AND

BE IT FURTHER RESOLVED that the City Engineer is directed to demolish same upon completion of the Wyandotte Historical Commission inspection of the home as it pertains to the preservation of historical and cultural items for the City of Wyandotte.

Motion unanimously carried.

2019-196 VARIOUS FUND DEFICIT ELIMINATION PLANS (1 OF 3)

By Councilperson Calvin, supported by Councilperson Alderman

**ADOPTING A DEFICIT ELIMINATION PLAN FOR THE BROWNFIELD REDEVELOPMENT
AUTHORITY FUND**

WHEREAS, The financial statements of the City of Wyandotte show a deficit in the Brownfield Redevelopment Authority Fund; and

WHEREAS, The City of Wyandotte is required to adopt A Deficit Elimination Plan that addresses said deficit in the Brownfield Redevelopment Authority Fund; and

WHEREAS, Staff has prepared the attached proposed Deficit Elimination Plan to address the requirement; now therefore

BE IT RESOLVED BY CITY COUNCIL, That Council adopts the attached Deficit Elimination Plan; and

BE IT FURTHER RESOLVED BY CITY COUNCIL, That the Deputy Treasurer/Assistant Finance Director be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

Motion unanimously carried.

2019-197 VARIOUS FUND DEFICIT ELIMINATION PLANS (2 OF 3)

By Councilperson Calvin, supported by Councilperson Alderman

ADOPTING A DEFICIT ELIMINATION PLAN FOR THE CONSTRUCTION FUND

WHEREAS, The financial statements of the City of Wyandotte show a deficit in the Construction Fund; and

WHEREAS, The City of Wyandotte is required to adopt a Deficit Elimination Plan that addresses said deficit in the Construction Fund; and

WHEREAS, Staff has prepared the attached proposed Deficit Elimination Plan along with budget amendments to address the requirement; now therefore

BE IT RESOLVED BY CITY COUNCIL, That Council adopts the attached Deficit Elimination Plan, approves the budget amendments; and

BE IT FURTHER RESOLVED BY CITY COUNCIL, That the Deputy Treasurer/Assistant Finance Director be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

Motion unanimously carried.

2019-198 VARIOUS FUND DEFICIT ELIMINATION PLANS (3 OF 3)

By Councilperson Calvin, supported by Councilperson Alderman

ADOPTING A DEFICIT ELIMINATION PLAN FOR THE EQUIPMENT AND REPLACEMENT FUND

WHEREAS, The financial statements of the City of Wyandotte show a deficit in the Equipment and Replacement Fund; and

WHEREAS, The City of Wyandotte is required to adopt A Deficit Elimination Plan that addresses said deficit in the Equipment and Replacement Fund; and

WHEREAS, Staff has prepared the attached proposed Deficit Elimination Plan to address the requirement; now therefore

BE IT RESOLVED BY CITY COUNCIL, That Council adopts the attached Deficit Elimination Plan; and

BE IT FURTHER RESOLVED BY CITY COUNCIL, That the Deputy Treasurer/Assistant Finance Director be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

Motion unanimously carried.

2019-199 QUARTERLY INVESTMENT REPORTS – Q4 2018 & Q1 2019

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council hereby receives and places on file the 2018 4th Quarter and 2019 1st Quarter Investment Reports submitted on May 13, 2019 by the Deputy Treasurer/Assistant Finance Director.

Motion unanimously carried.

2019-200 OUTDOOR CAFÉ APPLICATION – NANNA’S KITCHEN/2962 BIDDLE

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED That Council concurs with the recommendation of the City Engineer regarding the lease of City owned green space south of 2962 Biddle Avenue to Nanna’s Kitchen for their Outdoor Café; AND

BE IT FURTHER RESOLVED that the Mayor and City Council be authorized to execute the Lease of said property as presented to the Council on May 13, 2019.

Motion unanimously carried.

2019-201 FILE #4758 BID AWARD – AVI DEVELOPERS

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council agrees with the recommendation of the City Engineer and approves the award to AVI Developers of Southgate, MI, for the Masonry Repair at the James R. DeSana Center for Arts and Culture (Bid File #4758) in the amount of \$198,270.00, with the work to be completed by December 15, 2019, and, further authorizes a budget amendment from Fund Balance-Public Improvement Fund to create Account 401-800-825-420 Building Maintenance – 81 Chestnut in the amount of \$132,997.00, and, The Mayor and City Clerk are authorized to proceed with the execution of this contract.

FURTHER RESOLVED the project will be funded from the following accounts; 101-000-057-102 in the amount of \$47,773.83, 284-000-202-000 in the amount of \$17,500.00, and, 401-800-825-420 in the amount of \$132,997.00.

Motion unanimously carried.

2019-202 2019 GENERATOR MAINTENANCE

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED that Council agrees with the recommendation of the City Engineer and approves the award of the 2019 Generator Maintenance Program (Bid File #4759) to Cummings, Inc. in the amount of \$6,728. The project shall be funded from accounts 101-448-825-420.

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

Motion unanimously carried.

2019-203 WOW 360 AUGUST THIRD FRIDAY 2019-2021 (LATE ITEM)

By Councilperson Calvin, supported by Councilperson Alderman

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city sidewalks, streets and property for the events held on the below dates:

Wine Crawl: August 16th 2019 6-11 pm - August 21, 2020 and August 20, 2021

- Biddle Avenue between Oak and Eureka Road
- Sycamore from Biddle to Alley – East
- Maple from Biddle to Alley – East
- Elm to Biddle to Alley – East
- Sycamore and Biddle to just past Coastal Thai
- Maple from Biddle to alley
- Elm from Biddle to the Alley – West
- First Street behind Chelsea’s Menswear
- Gravel parking lot at the former City Hall 3131 Biddle
- Stage: YES
- 4’ chain link fence and / or bike rack fencing to go around the event space. Set up on Friday at 9a.m.
- 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.
- Cement barricades along with semitrucks to block Biddle Avenue at Eureka and Oak

Street

- 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

BE IT FURTHER RESOLVED that WOW 360 Event Productions 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 WOW 360 Event Productions with fees payable no later than 30 days following the event.
- Any tents on the street or sidewalk must be weighted (no stakes are allowed to be used to anchor tents) to prevent collapse.
- WOW 360 Event Productions 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 WOW 360 Event Productions 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.

2019-204 BILLS & ACCOUNTS

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$945,819.72 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

Beautification Commission

April 10, 2019

Museums Monthly Revenue Report

January – April 2019

Police Commission

April 23, 2019

Recreation Commission

April 10, 2019

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

ADJOURNMENT

2019-205 ADJOURNMENT

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED, that this regular meeting of the Wyandotte City Council be adjourned at 7:33 p.m.

Motion unanimously carried.



Lawrence S. Stec, City Clerk

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of May 13, 2019, be approved as recorded, without objection.

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: May 20, 2019

AGENDA ITEM # 2

ITEM: Municipal Services – Year to Date Financial Results for Period Ending 3/31/2019

PRESENTER: Paul LaManes – General Manager 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: YTD comparative financial results for Municipal Services for the period ending March 31, 2019.

STRATEGIC PLAN/GOALS: Fiscally responsible operations.

ACTION REQUESTED: Receive and place on file the YTD financial results for the City of Wyandotte – Department of Municipal Services for the period ending March 31, 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: WMS Commission received and placed on file at the 5/15/2019 regular meeting.

MAYOR'S RECOMMENDATION: 

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: N/A

LIST OF ATTACHMENTS

- Executive Summary of Operating Results YTD
- 3/31/2019 YTD Municipal Services Financial Results by Fund

RESOLUTION:

BE IT RESOLVED by the City Council to receive and place on file the six-month financial results for the Department of Municipal Services for the period ending March 31, 2019.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

City of Wyandotte – Department of Municipal Services

Six (6) Month Financial Results for the period ending March 31, 2019

Electric

- Electric operations have resulted in net income of ~ \$ 905,000 as compared to a net loss in the prior year of ~ \$ 72,500. In addition, after considering non-cash expenses, cash flow results to cover capital, debt service and debt service covenants are again positive for Electric for Fiscal 2019, as they were YTD for Fiscal 2018.
- **Year over Year (YOY) variances:**
 - Revenue:
 - Sales activity YTD has increased over the prior year and reflects the impact of six (6) full months of the adjusted Heating Steam (ST) Rate during FY2019 that was originally effective 1/1/2018.
 - Expenditures:
 - Fuel costs increased as influenced by Natural Gas expenditures rising ~ \$ 196,000 from the prior year due primarily to the addition of the flat monthly standby rate charged by DTE in their new contract effective 12/1/2018. This charge was necessary in the new DTE agreement due to the current v. potential generation activity at the Power Plant.
 - General Department expenditures increased primarily due to the loss of sharing excess transmission at substantially lower rates that occurred in the prior year period. Transmission sharing occurs when a MPPA member is not using all of their transmission entitlements and that transmission is then available for other MPPA members to use. As MPPA member assets such as coal fired Power Plants are retired, those members now use more of their entitlements than previously utilized.
 - Energy Program expenditures have decreased as the WIRES II Grant was closed out and is now complete. In addition, a surplus in the Energy Efficiency services account with the MPPA was credited back to WMS during March 2019 and reduced expenditures YTD.
 - Depreciation is based on budgeted capital projects in advance of those projects being completed. The YOY decrease reflects a reduction in forecasted depreciation on fiscal year approved capital projects and is adjusted to actual at year end based on actual capital projects completed.
 - A negative variance exists for retiree costs due to adjustments made for accrued costs in the current budget. These are non-cash expenses that will be adjusted at year-end.
- **Budget to actual variances:**
 - Revenue
 - Budget allocations have been made evenly over 12 months. This results in budgeted figures YTD that are weighted disproportionately relative to actual operations that are seasonal in nature. Actual revenue YTD for electric is higher and creates a positive variance relative to budgeted revenue due actual steam revenue in excess of budgeted steam revenue. This increase was greater than the impact of evenly distributed budgeted electric sales relative to actual electric sales allocated winter v. summer.
 - Expenditures

- Budget allocations have been made evenly over 12 months. This may result in budgeted expenditure figures YTD that are weighted disproportionately relative to actual operations that are seasonal in nature.
- The negative variance for natural gas fuel is due to RATA and boiler tuning in the first quarter plus the flat monthly standby rate charge by DTE for gas service in the new contract dated 12/1/2018.
- General Department expenditures have resulted in a positive variance relative to budgeted figures YTD primarily due to less use of outside Engineering Firms than anticipated. In addition, other maintenance costs have yet to be incurred that were included in the budget, this also includes the boiler department.
- T&D expenditures have resulted in a positive variance in wages & benefits due to the timing of staffing changes and budgeted but unfilled positions. Also, projects budgeted for activity in the summer of 2019 have yet to experience actual expenditures.
- Energy program expenditures have been impacted positively by an adjustment from the MPPA for actual Franklin Energy activity.
- **Capital Project Status:**
 - All capital projects are within budget and revenue requirements year to date.

Water

- Water operations resulted in net income YTD through March 31, 2019 of ~ \$ 17,000 compared to a net loss of ~ \$ 118,500 for the same period last year. In addition, after considering non-cash expenses, cash flow results to cover capital are again positive for Water in Fiscal 2019, as was the case YTD for Fiscal 2018.
- **Year over Year (YOY) variances:**
 - Revenue:
 - Water revenue increased through the first half of the fiscal year by ~ \$ 146,000, primarily due to meter rate adjustments effective 11/1/2018. Finished water volumes continue to decline (in gals) as follows, FY19 = 584,791,736, FY18 = 617,166,041 YTD through March.
 - Expenditures:
 - Transmission & Distribution expenditures were impacted negatively by main breaks during the first half of the fiscal year, including OT labor costs and supplies for the repairs. Also, water main repairs (concrete) were completed in the fall of 2018 for the current fiscal year v. spring 2018 in the prior fiscal year.
 - Depreciation is based on budgeted capital projects in advance of those projects being completed. The YOY decrease reflects forecasted depreciation on fiscal year approved capital projects and is adjusted to actual at year end based on actual projects completed.
- **Budget to actual variances:**
 - Revenues and expenditures
 - Budget allocations have been made evenly over 12 months. This results in budgeted operations YTD that are weighted disproportionately relative to actual operations that are seasonal in nature. As such, budgeted usage revenue YTD for water is higher and creates a negative variance relative to actual revenue, the bulk of which occurs in the warmer second half of the fiscal year. Positive expenditure variances YTD have been impacted by lower finished volume, intake clarity/outside temperature and seasonal activity for repairs scheduled for the summer of 2019.
- **Capital Project Status:**
 - All capital projects are within budget and revenue requirements year to date.

Cable

- Cable operations resulted in net income through March 31, 2019 of ~ \$ 231,000 compared to a net loss last year for the same period of ~ \$ 90,000. These results reflect the increasing # of internet customers and the video rate adjustments made on 1/1/2019. In addition, after considering non-cash expenses, cash flow results to cover capital are again positive for Cable in Fiscal 2019, as was the case YTD for Fiscal 2018.

- **Year over year (YOY) variances:**

- Revenue highlights:

- Revenue from cable television service increased by \$ 9,800 from the prior year
 - Revenue from the sports programming fee implementation resulted in \$ 100,000 in revenue.
 - Revenue from internet service increased \$ 125,000 from the prior year and reflects the increase in Internet customers noted below.
 - Comparative subscriber counts for selected service categories are as follows:

<u>Category</u>	<u>March 2019</u>	<u>March 2018</u>
Total Customers	7,578	7,465
Cable TV	5,134	5,500
Internet	5,948	5,627
VoIP	853	890

- Expenditures:

- Headend expenditures increased on paper due to an allocation issue in the prior year between Headend and Customer Assistance that was corrected at year-end.
 - Programming royalties and local broadcast retransmission fees continue to rise. Offsetting revenues are adjusted as necessary to neutralize the impact.
 - Customer Assistance expenses have decreased due to the same allocation issue noted above for the Headend. Turnover and the resulting step scale for pay has also had an impact.
 - Administrative expenditures decreased primarily due to the resolution of a fiber circuit disputed charge that occurred in the prior year.
 - Depreciation increased and reflects forecasted depreciation on fiscal year approved capital projects and is adjusted to actual at year end based on actual projects completed.

- **Budget to actual variances:**

- Budget allocations have been made evenly over 12 months and are representative of a true allocation as Cable operations are not seasonal in nature.
 - Overall cable results are trending favorably relative to the annual budget for FY2019.
 - The positive Cable T&D variance YTD is due to the timing of new hires onboarding in December but budgeted for the entire fiscal year.

- **Capital Project Status:**

- All capital projects are within budget and revenue requirements year to date.

City of Wyandotte - Department of Municipal Services

Fund 591 - Electric Utility Fund

Fiscal YTD as of: March 31, 2019

Revenue:

Net - Dept 000 - Non-Departmental

Expenditures:

Net - Dept 001 - Fuels, Chemicals, and Commodities

Net - Dept 003 - General Department

Net - Dept 004 - Boilers

Net - Dept 008 - Meter Readers

Net - Dept 009 - Store Room

Net - Dept 011 - Transmission & Distribution Gen'l

Net - Dept 015 - Customer Service

Net - Dept 017 - Energy Program Costs

Net - Dept 021 - Commission

Net - Dept 022 - General Manager

Net - Dept 025 - Informational Systems Department

Net - Dept 026 - Customer Assistance Department

Net - Dept 031 - Administration

Net - Dept 033 - Liability Insurance

Net - Dept 034 - Contractual

Net - Dept 035 - Building & Grounds Rep & Maint

Net - Dept 040 - Retirees

Net - Dept 071 - Vehicles

Net - Dept 091 - Depreciation

Total Expenditures

YTD Net Income/(Loss)

GASB 68, OPEB and Depreciation

YTD Net Income/(Loss) - Excluding Depr., GASB 68 & OPEB

			BUDGET	
ACTUAL			ALLOCATED	
YTD BALANCE 03/31/2018	YTD BALANCE 03/31/2019	Variance Pos(Neg)	BUDGET - YTD 2018-19	Variance Pos(Neg)
\$ 17,969,521	\$ 18,534,550	\$ 565,029	\$ 18,274,304	\$ 260,246
837,643	1,030,830	(193,187)	701,540	(329,290)
11,356,787	11,452,214	(95,427)	12,081,644	629,430
69,288	13,293	55,995	110,500	97,207
27,591	30,028	(2,437)	30,679	651
33,048	30,389	2,659	40,582	10,193
930,264	948,742	(18,477)	1,269,588	320,846
124,309	141,418	(17,109)	152,108	10,690
247,954	(88,982)	336,936	216,101	305,083
98	0	98	500	500
111,628	45,230	66,399	46,327	1,097
90,223	75,650	14,572	70,661	(4,990)
76,107	68,357	7,750	78,427	10,070
1,112,932	1,099,276	13,656	1,105,371	6,095
224,837	226,135	(1,298)	225,635	(500)
31,796	31,995	(199)	31,043	(952)
889	963	(74)	890	(73)
876,712	1,126,798	(250,086)	1,146,000	19,202
36,901	33,596	3,305	38,200	4,604
1,852,950	1,363,845	489,105	1,363,845	0
18,041,958	17,629,777	412,180	18,709,639	1,079,861
(72,437)	904,773	\$ 977,209	(435,335)	1,340,107
2,422,950	2,188,845		2,188,845	-
\$ 2,350,513	\$ 3,093,618		\$ 1,753,511	\$ 1,340,107

City of Wyandotte - Department of Municipal Services

Fund 592 - Water Utility Fund

Fiscal YTD as of: March 31, 2019

Revenue:

Net - Dept 000 - Non-Departmental

Expenditures:

Net - Dept 001 - Fuels, Chemicals, and Commodities

Net - Dept 002 - Filter Plant

Net - Dept 003 - General Department

Net - Dept 005 - Water Department Maintenance

Net - Dept 008 - Meter Readers

Net - Dept 011 - Transmission & Distribution Gen'l

Net - Dept 015 - Customer Service

Net - Dept 021 - Commission

Net - Dept 022 - General Manager

Net - Dept 023 - Superintendent's Office

Net - Dept 025 - Informational Systems Department

Net - Dept 026 - Customer Assistance Department

Net - Dept 031 - Administration

Net - Dept 033 - Liability Insurance

Net - Dept 034 - Contractual

Net - Dept 035 - Building & Grounds Rep & Maint

Net - Dept 040 - Retirees

Net - Dept 071 - Vehicles

Net - Dept 091 - Depreciation

Total Expenditures

YTD Net Income/(Loss)

GASB 68, OPEB and Depreciation

YTD Net Income(Loss) - Excluding Depr., GASB 68 & OPEB

ACTUAL			BUDGET	
YTD BALANCE 03/31/2018	YTD BALANCE 03/31/2019	Variance Pos(Negative)	ALLOCATED YTD Budget 2018-19	Variance Pos(Negative)
\$ 1,902,416	\$ 2,048,443	\$ 146,027	\$2,175,798	\$ (127,355)
71,971	63,888	8,083	97,000	33,112
320,679	332,189	(11,510)	341,552	9,363
157,636	145,263	12,373	167,804	22,541
9,864	10,053	(188)	9,500	553
27,589	30,026	(2,437)	30,481	455
280,327	361,954	(81,627)	373,345	11,391
120,302	131,795	(11,494)	120,730	11,066
16	0	16	13	13
19,743	8,702	11,042	8,643	59
141,905	150,038	(8,133)	152,698	2,660
24,223	20,380	3,843	19,307	1,074
24,911	22,333	2,578	23,678	1,345
162,479	161,623	855	159,529	2,094
27,300	28,001	(700)	27,871	130
4,900	5,215	(315)	7,675	2,460
148	74	74	200	126
224,260	216,609	7,651	227,250	10,641
13,464	17,535	(4,070)	14,500	3,035
389,163	326,003	63,160	326,003	0
(2,020,880)	(2,031,677)	(10,797)	2,107,775	76,097
(118,464)	16,766	\$ 135,230	68,023	(51,257)
544,913	481,753		481,753	0
\$ 426,449	\$ 498,519		\$ 549,776	\$ (51,257)

City of Wyandotte - Department of Municipal Services

Fund 594 - Cable Utility Fund

Fiscal YTD as of: March 31, 2019

Revenue:

Net - Dept 000 - Non-Departmental

Expenditures:

Net - Dept 006 - Cable TV Headend

Net - Dept 007 - Cable TV Studio

Net - Dept 009 - Store Room

Net - Dept 011 - Transmission & Distribution Gen'l

Net - Dept 015 - Customer Service

Net - Dept 016 - Cable TV Royalties

Net - Dept 018 - Pass-thru Fees

Net - Dept 021 - Commission

Net - Dept 022 - General Manager

Net - Dept 023 - Superintendent's Office

Net - Dept 025 - Informational Systems Department

Net - Dept 026 - Customer Assistance Department

Net - Dept 027 - Customer Retention & Acquisition

Net - Dept 031 - Administration

Net - Dept 033 - Liability Insurance

Net - Dept 034 - Contractual

Net - Dept 035 - Building & Grounds Rep & Maint

Net - Dept 040 - Retirees

Net - Dept 071 - Vehicles

Net - Dept 091 - Depreciation

Total Expenditures

YTD Net Income(Loss)

GASB 68, OPEB and Depreciation

YTD Net Income(Loss) - Excluding Depr., GASB 68 & OPEB

ACTUAL			BUDGET	
YTD BALANCE 03/31/2018	YTD BALANCE 03/31/2019	Variance Pos(Neg)	ALLOCATED BUDGET - YTD 2018-2019	Variance Pos(Neg)
\$ 5,177,623	\$ 5,563,182	\$ 385,559	\$ 5,612,024	\$ (48,842)
116,463	193,333	(76,870)	195,851	2,518
89,469	93,078	(3,610)	102,715	9,637
35,247	37,392	(2,144)	42,391	4,999
336,651	311,747	24,904	397,964	86,217
0	5,737	(5,737)	2,500	3,237
2,358,786	2,362,329	(3,543)	2,389,073	26,743
529,504	608,183	(78,679)	623,057	14,873
49	0	49	13	13
67,787	34,612	33,175	34,014	598
88,047	99,393	(11,346)	103,387	3,994
58,071	56,766	1,305	54,235	2,531
172,110	132,701	39,409	138,840	6,139
0	0	0	31,458	31,458
515,466	464,862	50,604	486,273	21,411
80,505	82,607	(2,103)	82,107	500
17,520	24,505	(6,985)	22,421	2,084
2,550	445	2,106	1,950	1,505
194,976	187,843	7,133	213,500	25,657
14,955	11,324	3,631	17,500	6,176
589,845	625,632	(35,788)	625,633	0
5,268,002	5,332,490	(64,488)	5,564,878	232,389
(90,379)	230,692	\$ 321,071	47,146	183,546
729,845	765,632		765,632	-
\$ 639,466	\$ 996,324		\$ 812,778	\$ 183,546

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council shall receive and place on file the six-month financial results for the Department of Municipal Services for the period ending March 31, 2019.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

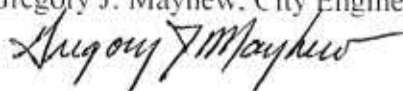
CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: May 20, 2019

AGENDA ITEM # 3

ITEM: License Agreement with Blue Water Explorations, Ltd., DBA Diamond Jack's River Tours

PRESENTER: Gregory J. Mayhew, City Engineer and Justin Lanagan, Superintendent Recreation Department



INDIVIDUALS IN ATTENDANCE: Gregory J. Mayhew and Justin Lanagan

BACKGROUND: Since 2000, the City has entered into a one (1) year License Agreements with Blue Water Explorations Ltd., DBA Diamond Jack's River Tours to utilize Bishop Park for docking. The License Fee for 2019 is again \$4,000 for the year and \$250 per all non-scheduled trips including private charters.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in committed to revitalize the downtown by adding attractions to entice people to come to Wyandotte and to make our downtown a destination spot.

ACTION REQUESTED: Authorize the Mayor and City Clerk to execute the License Agreement with Blue Water Explorations Ltd., DBA Diamond Jack's River Tours.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Additional miscellaneous income to account 101-000-655-040 estimated to be \$7,500.

IMPLEMENTATION PLAN: Execute License Agreement and collect fees.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

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

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: License Agreement

RESOLUTION

Wyandotte, Michigan

Date: May 20, 2019

RESOLUTION by Councilperson _____

RESOLVED BY THE MAYOR AND CITY COUNCIL that the Council concurs with the recommendation of the City Engineer and Superintendent of Recreation, Leisure & Culture regarding the License Agreement with Blue Water Explorations, Ltd., D.B.A. Diamond Jack's River Tours: AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the License Agreement for the period of June 1, 2019 through September 1, 2019.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

LICENSE AGREEMENT

THIS LICENSE AGREEMENT dated this _____ day of _____, 20____ by and between THE CITY OF WYANDOTTE, a Michigan municipal corporation ("Licensor") and Blue Water Explorations, Ltd., D.B.A. Diamond Jack's River Tours, a Michigan Corporation ("Licensee").

WITNESSETH:

WHEREAS, The City of Wyandotte is the owner of the land located in the City of Wyandotte, Michigan, commonly known as Bishop Park and more particularly described on Exhibit "A" attached hereto and incorporated herein ("Property"); and

WHEREAS, the parties hereto desire to enter into a license agreement for a certain portion of the property, upon the terms and conditions hereinafter set forth.

NOW, THEREFOR, in consideration of the license fee to be paid, and the terms and conditions as hereinafter set forth, the parties hereto do hereby agree as follows:

1. Licensed premises. In consideration of the license fee and the covenants hereinafter set forth, City does hereby license to Licensee a portion of the existing dock located at Bishop Park and depicted on the site plan attached hereto as Exhibit "B" (the "Licensed Premises"). Overnight dockage is not provided by the city. The Licensed Premises contain approximately 100 feet of frontage along the Detroit River, at the established United States Haborline.

2. Term of License. The term of this License shall begin on the date of execution hereof ("Commencement Date") and shall end one year after the Commencement Date. Renewal of this License subsequent to the initial term will based upon negotiation between the parties and shall be evidenced by a written document signed by both parties if a renewal is agreed to. The initial year of this License Agreement plus the periods covered by any renewals will be considered the "Term" of this License. Both parties agree that time will be of the essence relative to any subsequent renewals and they will endeavor to finalize negotiations for any upcoming summer season by the end of January in the applicable calendar year. Notwithstanding any other provision hereof, Licensor shall have the right to terminate this License at any time during the Term hereof upon Licensor providing thirty (30) days written notice to Licensee of termination in accordance with Paragraph 16..

3. Fees. Licensee covenants and agrees to pay the Licensor, an annual license fee of \$4,000 for scheduled tours Thursday thru Sunday, twice per day ("Operating Season"). The annual license for payments shall be made by Licensee to Licensor in four (4) equal installments of \$1,000 due on June 1, 2019, July 1, 2019, August 1, 2019 and September 1, 2019. In addition to each installment there will be a fee of \$250 per all non-scheduled trips, including private charters which shall be paid by November 15. This fee will exclude school groups and senior citizens trips. All payments of license fee and other sums to be paid to Licensor shall be made as specified herein and delivered to:

City of Wyandotte
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192
Attention: Engineering Department

4. Use of Licensed Premises. It is understood and agreed between the parties that the use and occupancy of the Licensed Premises shall be limited to the following:

Licensee shall be entitled to dock one boat as described in Exhibit C on the Detroit River at the U.S. Harborline, within the Licensed Premises, from June 1 thru September 1, 2019 ("Operating Season") during the Term of the License. It is Licensee's intention to use the boat for river tours or special function events with not more than 250 passengers on the boat. Licensee covenants and agrees to provide off-site winter storage of the boat for the period of September 1, 2019 through May 31, 2019 ("Off Season") during the Term of the License. Boat repairs shall not be made at the Licensed Premises. Boat may not be docked except to pick up and return passengers.

The use and occupancy hereof by Licensee shall be for the purpose as herein above set forth and for no other purpose without the prior written consent of Licensor.

Licensee agrees that the boat will not be at the Licensed Premises during city sponsored fireworks displays, however Licensee will be allowed to board passengers to view such displays from the river in accordance with Coast Guard requirements and at the time as directed by the Licensor.

The Licensee shall notify the city in writing seeking approval one (1) week prior to scheduling any non-scheduled trips, including private charters. Notification shall be given to:

Justin Lanagan, Superintendent of Recreation:	jinlanagan@wyandottemi.gov
Gregory Mayhew, City Engineer:	gmayhew@wyandottemi.gov
Kelly Roberts, Development Coordinator:	kroberts@wyandottemi.gov

The Superintendent of Recreation or the City Engineer may approve or deny non-scheduled trips, including private charters if there is a conflict with City events. In the event the non-scheduled trip is denied, Licensor will notify Licensee within 24 hours of receipt of request.

Licensee agrees and understands that during special City sponsored events such as those listed in Exhibit "D", parking will not be available in the lot adjacent to the Licensed Premises and dock space will be limited. There is no bus parking on City property East of Biddle. Busses are to be loaded and unloaded only at the Licensed Premises.

Licensee has attached the U.S. Coast Guard inspection certificate for the boat to be used at the Licensed Premises as Exhibit "C". If an alternative boat is needed then a replacement boat may be utilized, provided the capacity is limited to 250 passengers and the certificate for the boat is provided to the Licensor prior to use. Licensee agrees not to operate any boat from the Licensed Premises without proper certificates.

5. Obligations and Responsibilities of Licensee. During the Term of the License, Licensee shall, at its sole cost and expense:

A. Maintain the Licensed Premises in a safe, clean and sanitary condition, and leave the licensed premises in good condition and repair (exclusive of Licensor's obligation to maintain the existing lighting);

B. Licensee will allow the distribution of brochures and coupons for Wyandotte businesses which are coordinated and approved by the Downtown Development Authority (DDA) onboard the boat. This would include space for a brochure rack and adjacent display for such businesses to be supplied by the DDA, the construction of which is subject to Coast Guard approval.

C. Keep the Licensed Premises, portions of Bishop Park and parking areas utilized by Licensee's customers, free of debris, garbage, litter and other unsightly materials.

D. Except as otherwise provided herein, pay all personal property taxes, occupancy and license taxes, if any, excises, levies, license, tap and use permit fees, and all similar fees and charges of any kind and

nature whatsoever, relating to the Licensed Premises. By November 15, 2019, the Licensee shall report to the Licensors the number of passengers and tours carried originating from the Licensed Premises.

E. Licensee shall maintain the gate on the Licensed Premises at their own cost. Licensee shall be responsible to keep the gate locked except when boarding passengers.

F. Comply with all U.S. Department of Homeland Security and United States Coast Guard requirements. Comply with any maritime security (MARSEC) measures described in the Area Maritime Security Plan. Report any suspicious activities to the National Response Center at 1-800-424-8802.

6. **Damage.** It is understood and agreed that if the Licensed Premises are damaged or destroyed in whole or in part during the Term hereof, Licensee shall be responsible for repair or restoration of same unless such damage or destruction occurs solely as the result of affirmative acts or gross negligence of Licensors (in which event, the repair or restoration shall be the obligation of Licensors). If, as a result of such damage or destruction, the Property or any part thereof shall be rendered unlicenseable (premises in unfit condition for the licensed use), the license fee shall abate entirely in case the entire Licensed Premises are unlicenseable, and prorated for the portion rendered unlicenseable, in case only a part is unlicenseable, until the same shall be restored to a licensable condition provided licensee did not cause the damage or destruction to the licensed premises. Licensors shall have the right to not restore the Licensed Premises. Licensee's only compensation is license fee abatement.

7. **Assignment/Encumbrance.** Licensee covenants and agrees that neither this License Agreement nor the terms and estate hereby granted, nor any interest herein or therein will be assigned, mortgaged, pledged, encumbered, or otherwise transferred, and that neither the Licensed Premises, nor any part thereof, will be encumbered in any manner by reason of any act or omission on the part of Licensee without the prior written consent of Licensors.

8. **Insurance and Indemnification SEE EXHIBIT E.**

A. **Public Liability Insurance.** During the Term of this License, Licensee shall, at its sole cost and expense, procure and maintain general liability insurance, including coverage for personal injury and property damage, from a good and solvent insurance company licensed to do business in the State of Michigan, selected by Licensee, and reasonably satisfactory to Licensors, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate. Such policy or policies shall include Licensors as an additional named insured. Licensee agrees to deliver certified copies of such insurance policies to Licensors thirty (30) days prior to the beginning of the Term of this License and thereafter not less than thirty (30) days prior to the expiration of the first of such policies. Such insurance shall be non-cancelable without sixty (60) days advanced written notice to Licensors.

B. **Indemnification.** Licensee shall indemnify, defend and hold harmless Licensors, its officers, directors, trustees, designees, and agents from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, reasonable fees and expenses of attorney's, expert witnesses and other consultants) arising from or relating to injuries to persons, or damage to property upon or about the Licensed Premises, whether arising from the negligence of Licensee, its employees, agents, sub-tenants, contractors, passengers, customers, licensees, guests or invitees, from the failure of Licensee to carry out the performance obligations hereunder, or otherwise, excluding, however, those injuries arising solely from gross negligence or willful misconduct of Licensors, its agents or employees.

9. Licensee Covenants. Licensee covenants and agrees with Licensors as follows:

A. During the Term of this License, no alcoholic beverage shall be sold, dispensed, consumed, stored, or opened on the Licensed Premises. It is understood and agreed by Licensee that alcoholic beverages may only be dispensed on the boats being utilized by Licensee. Licensee agrees to abide by all Liquor Control Commission regulations pertaining to approved liquor license.

B. During the Term of this License no hazardous or toxic substance shall be released into or deposited upon or below the surface of the Licensed Premises, or into any water systems on or below the surface of the Licensed Premises, or stored or used on or in the Licensed Premises. The term "Hazardous or Toxic Substance," as used in this License, shall mean any substance, the generation, storage, treatment, disposal or transportation of which is prohibited or regulated by any law or governmental regulation having as its object the protection of public health, natural resources or the environment.

Licensee shall defend, indemnify and hold harmless Licensors from and against any and all liability, loss, costs, penalty, damage and expense, including reasonable attorney and consultant fees arising from, or due to, breach of either of the covenants hereinabove set forth.

10. Default Bankruptcy. In case default is made in the payment of any license fee herein agreed to be paid, or in case default is made in the performance of any other covenant or agreement herein contained on the part of Licensee, and any such default shall continue for ten (10) days after notice thereof in writing has been given by Licensors, to Licensee, or should Licensee file any petition or institute any proceedings under the Bankruptcy Act, either as a bankrupt, insolvent, or petitioner wherein Licensee seeks to be adjudicated a bankrupt or to be discharged from any and all of its debts, or to effect a plan or reorganization, or if any receiver all or a substantial part of the business of Licensee be appointed by any court and such petition shall not be set aside or dismissed within thirty (30) days of the filing of such petition, then, in any of such events, Licensors, at its option, may cancel and terminate this License upon the giving Licensee of notice thereof in writing, or re-enter and take possession of the property pursuant to legal proceedings or pursuant to any notice provided by law. No such re-entry or taking possession of said Licensed Premises by Licensors shall be construed as an election on its part to terminate this License unless a written notice of such intention be given by Licensors, or unless the termination be by decree of a court of competent jurisdiction. Licensors shall be entitled to all other remedies available at law or in equity. Licensee agrees to pay all costs, attorney fees and expenses incurred by Licensors in enforcing any other terms, provisions, covenants and agreement herein contained.

11. Remedies Cumulative. It is agreed that each and every of the rights, remedies and benefits provided by the License shall be cumulative, and shall be in addition to every other right, remedy and benefit given hereunder, now or hereafter existing at law or in equity or by statute.

12. Prohibition Against Improvements. Notwithstanding anything to the contrary herein contained, Licensee shall have no right to install or maintain any buildings or improvements upon the Licensed Premises, except as otherwise hereinabove set forth, without the prior written consent of Licensors, it being understood and agreed that Licensors may withhold such consent for any reason or for no reason.

13. Easement in Gross. Licensor hereby grants to Licensee, its employees, guests, passengers, customers, licensees and invitees a non-perpetual, non-exclusive easement in gross for pedestrian and vehicular ingress, egress and passage over, across and through that portion of the Property not herein demised, which is necessary for Licensee's business provided it does not interfere with any of the general use of the Park. This is not considered to be an appurtenant easement, and will not run with the Land, and upon expiration or other termination of the License, the easement herein granted shall in all respects be forever terminated. The easement herein granted is a private easement and not a public easement, and is not intended to confer any rights of benefits upon the general public, or upon any person or entity other than those herein expressly set forth.

14. Quiet Enjoyment. Licensor covenants that Licensee, provided it pays all the aforesaid installments of license fee when due and performing all of the aforesaid covenants, shall and may peacefully and quietly have, hold and enjoy the Licensed Premises for the Term hereof, but it is not the Licensor's intent of this license to limit the public's access to Bishop Park.

15. Renewal Discussion. Licensor and Licensee hereby agree to enter into good faith discussions for the extension or renewal of the License Agreement. Agreement by the parties hereunder to enter into discussion shall not create any requirement or obligation of either party to extend or renew the License or to commit to any specific terms and conditions of any such renewal or extension, unless and until the parties shall enter into a written License extension or renewal.

16. Notices. Any notice provided for herein shall be sent by certified mail-return receipt requested, by depositing such notice in a United State Post Office receptacle, postage prepaid, and shall be deemed given upon such depositing. Notice shall be addressed as follows:

If to Licensor:	City of Wyandotte 3200 Biddle Avenue, Suite 200 Wyandotte, Michigan 48192 Attention City Clerk With a copy to the City Engineer
If to Licensee:	Blue Water Explorations Ltd. DBA Detroit Jack's River Tours 13000 Denmark Street Detroit, Michigan Attention: Ms. Patricia Hoey-Carrothers, President

The person to whom the place to which notices are to be mailed may be changed from time to time by any part hereto by delivering written notice thereof to all of the other parties hereto.

17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

18. Severability. If any term or provision, or any portion hereof, of this License, or the application thereof to any person or circumstances shall be invalid or unenforceable, such invalid or unenforceable term or provision shall be deleted here from and the remainder of this License Agreement shall remain in full force and effect.

19. Miscellaneous.

A. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing, signed by the party against whom enforcement of such change, waiver, discharge or termination is sought.

B. This agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and cancels any prior understanding and agreements between the parties with respect to the subject matter hereof.

C. This agreement shall be binding upon and shall inure to the benefit of successors and assigns of the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

LICENSOR:

City of Wyandotte ____ day of _____, 20____

BY: _____
Joseph R. Peterson

BY: _____
Lawrence S. Stec

ITS: Mayor

ITS: City Clerk

LICENSEE:

Blue Water Explorations Ltd. 16 day of May, 2019

BY: Patricia Hoey-Carothers
Patricia Hoey-Carothers,

ITS: President

EXHIBIT "A"

Bishop Park Legal

Part of Fractional Section 28 T3S R11E described as bounded by south line vacated Vinewood Avenue eighty (80) feet wide and by the westerly edge of Detroit River and by the south line vacated Chestnut Street eighty (80) feet wide and by east line Van Alstyne Boulevard eighty (80) feet wide except the north one hundred fifty (150) feet thereof, City of Wyandotte, Wayne County, Michigan.

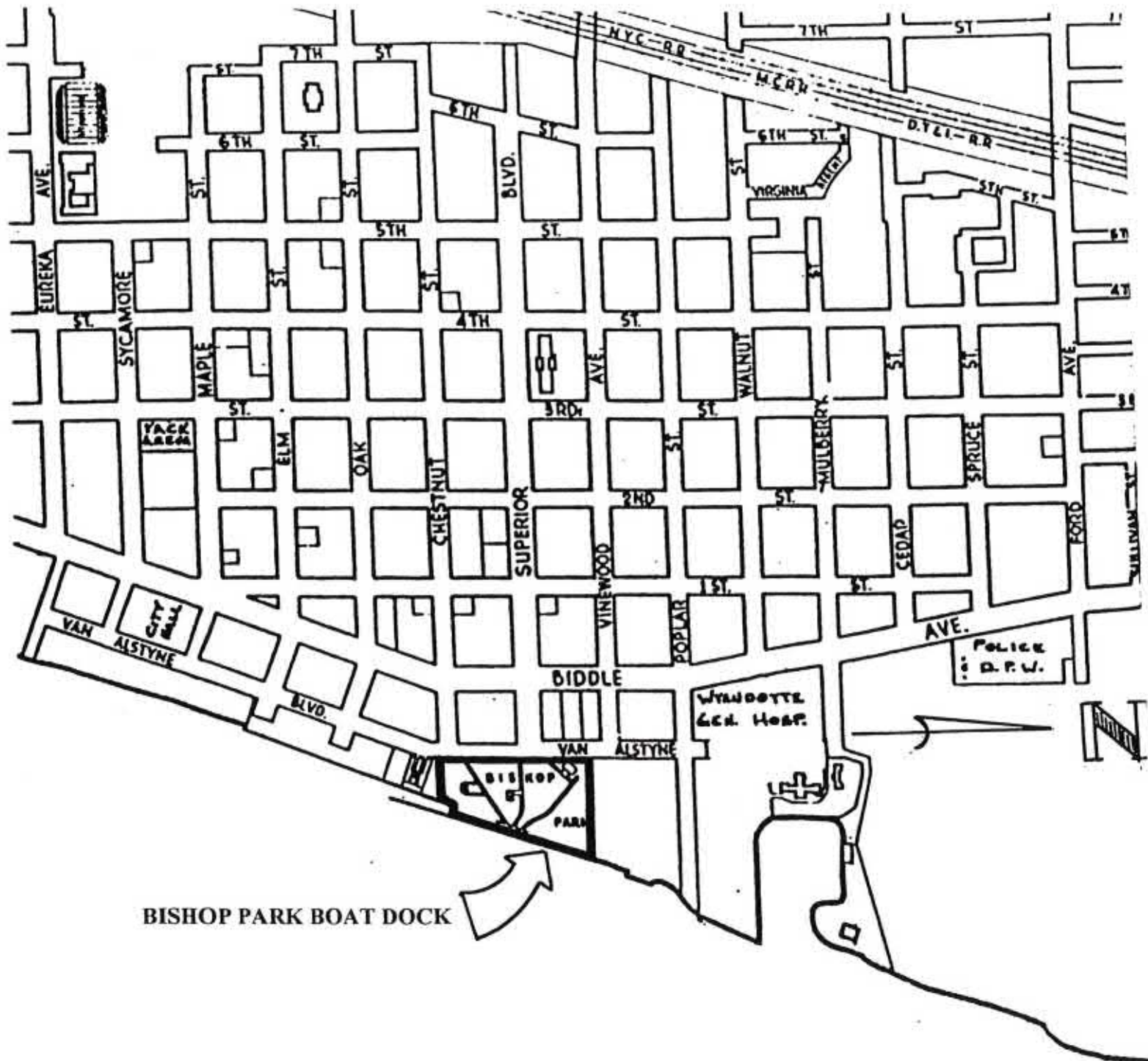
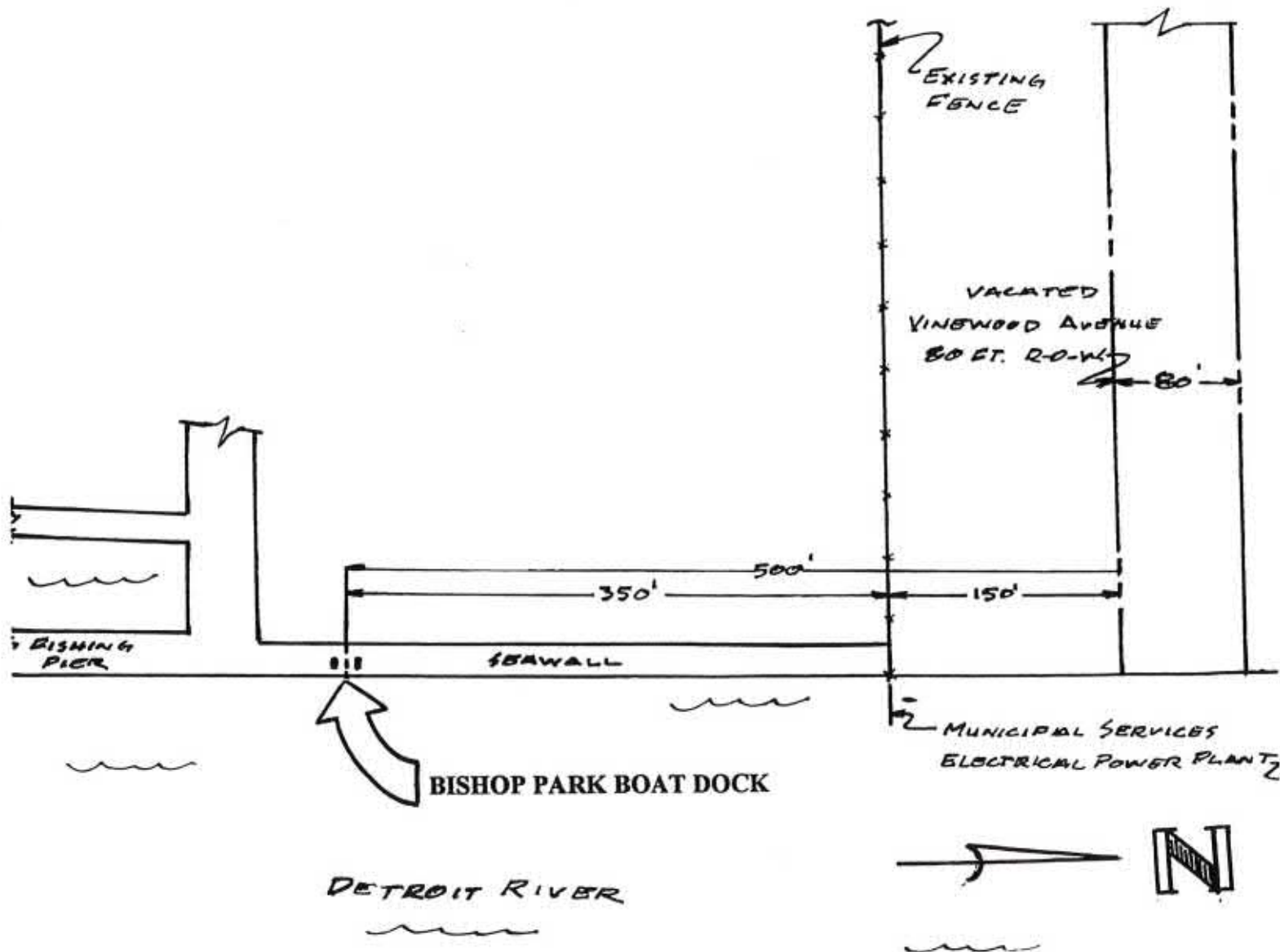


EXHIBIT "B"**BISHOP PARK BOAT DOCK LEGAL**

The Bishop Park Boat Dock Gate twelve (12) feet wide on the Bishop Park seawall between Municipal Services Electrical Power Plant and the Bishop Park fishing pier; more particularly described as the twelve (12) foot wide Boat Dock Gate located five hundred (500) feet south of the south line of the vacated Vinewood Avenue right-of-way eighty (80) feet wide and the westerly edge of the Detroit River where it abuts the Bishop Park seawall, being part of Fractional Section 28 T3S R11E, in the City of Wyandotte, Wayne County, Michigan.





United States of America
Department of Homeland Security
United States Coast Guard

Certification Date: 25 May 2018
Expiration Date: 25 May 2023

Certificate of Inspection

For ships on international voyages this certificate fulfills the requirements of SOLAS 74 as amended, regulation V/14, for a SAFE MANNING DOCUMENT.

Vessel Name	Official Number	IMO Number	Call Sign	Service		
DIAMOND JACK	269388		WAV3049	Passenger (Inspected)		
Hailing Port	Hull Material	Horsepower	Propulsion			
GROSSE ILE, MI	Steel	360	Diesel Reduction			
UNITED STATES						
Place Built	Delivery Date	Keel Laid Date	Gross Tons	Net Tons	DWT	Length
STURGEON BAY, WI	01Jan1955		R-82	R-56		R-65.0
UNITED STATES			-	-		-0
Owner	Operator					
BLUE WATER EXPLORATIONS LTD 13000 DENMARK ST (DETROIT)PO BOX 707 LINCOLN PARK, MI 48146 UNITED STATES	DIAMOND JACK'S RIVER TOURS 13000 DENMARK DETROIT, MI 48127 UNITED STATES					
This vessel must be manned with the following licensed and unlicensed Personnel. Included in which there must be 0 Certified Lifeboatmen, 0 Certified Tankermen, 0 HSC Type Rating, and 0 GMDSS Operators.						
1 Masters	0 Licensed Mates	0 Chief Engineers	0 Oilers			
0 Chief Mates	0 First Class Pilots	0 First Assistant Engineers				
0 Second Mates	0 Radio Officers	0 Second Assistant Engineers				
0 Third Mates	0 Able Seamen	0 Third Assistant Engineers				
0 Master First Class Pilot	0 Ordinary Seamen	0 Licensed Engineers				
0 Mate First Class Pilots	2 Deckhands	0 Qualified Member Engineer				
In addition, this vessel may carry 218 Passengers, 0 Other Persons in crew, 0 Persons in addition to crew, and no Others. Total Persons allowed: 222						
Route Permitted And Conditions Of Operation: ---Lakes, Bays, and Sounds--- DETROIT RIVER, LAKE ST. CLAIR AND ST. CLAIR RIVER, MICHIGAN, FROM DETROIT RIVER LIGHT TO FT. GRATIOT LIGHT. ROUTE IS LIMITED DURING COLD WATER TO NOT MORE THAN ONE MILE FROM SHORE ON LAKE ST. CLAIR FROM 01 OCTOBER THRU 01 MAY. WHEN CARRYING 150 PASSENGERS OR MORE, ONE ADDITIONAL DECKHAND IS REQUIRED. WHEN CARRYING 150 PASSENGERS OR MORE, THERE SHALL BE A SENIOR DECKHAND ON BOARD THE VESSEL. THE SENIOR DECKHAND SHALL BE DESIGNATED IN WRITING BY THE MASTER WITH A COPY RETAINED ON BOARD. ***SEE NEXT PAGE FOR ADDITIONAL CERTIFICATE INFORMATION***						
With this Inspection for Certification having been completed at Detroit, MI, UNITED STATES, the Officer in Charge, Marine Inspection, SECTOR DETROIT certified the vessel, in all respects, is in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder.						
Annual/Periodic/Re-Inspection				This certificate issued by:		
Date	Zone	A/P/R	Signature	M. Dooris, CDR, USCG, By Direction		
				Officer in Charge, Marine Inspection		
				SECTOR DETROIT		
				Inspection Zone		

EXHIBIT "D"

CITY OF WYANDOTTE SPECIAL EVENTS THAT WILL UTILIZE BISHOP PARK PARKING LOT

JUNE 1	FISHING DERBY
JUNE 15	DEMOCRATIC CLUB PICNIC
JUNE 22	BARK ON BIDDLE
JULY 4	PARADE
JULY 10-13	STREET FAIR
JULY 28	WYANDOTTE FAMILY CHURCH PICNIC

AUXILIARY DOCK IN-USE DAYS

<u>DATE</u>	<u>EVENT</u>	<u>LENGTH OF BOAT</u>
JUNE 21	GRANDE CARIBE	184'
JULY 3	GRANDE CARIBE	184'
AUG 7	GRANDE MARINER	184'
AUG 20	GRANDE CARIBE	184'
SEP 1	GRANDE CARIBE	184'
SEP 7	GRANDE MARINER	184'

EXHIBIT E



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)

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

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

PRODUCER	CONTACT NAME
AGENCY NAME HERE	PHONE
	FAX
	EMAIL
	PRODUCER
	CUSTOMER R.N.
INSURED	INSURANCE ENDORSEMENT
CONTRACTOR'S NAME HERE	INSURANCE COMPANY NAME HERE
	INSURANCE A
	INSURANCE B
	INSURANCE C
	INSURANCE D
	INSURANCE E
	INSURANCE F

COVERAGES CERTIFICATE NUMBER: CL1111200170 REVISION NUMBER:

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

TYPE OF INSURANCE	ADD. CODE	POLICY NUMBER	START DATE (mm/dd/yyyy)	END DATE (mm/dd/yyyy)	LIMITS
GENERAL LIABILITY					
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					Each Occurrence (Maximum to Insured)
<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					50,000
					Med. Exp. (Any one person)
					5,000
					PERSONAL & ADV. INJURY
					1,000,000
					GENERAL AGGREGATE
					2,000,000
					PRODUCTS - COMMOD. AGG.
					2,000,000
					EMPLOYEE BENEFIT LIAB.
					1
AUTOMOBILE LIABILITY					
<input checked="" type="checkbox"/> NON-AUTO					COMBINED SINGLE LIMIT (Per accident)
<input checked="" type="checkbox"/> ALL OWNED AUTOS					1,000,000
<input checked="" type="checkbox"/> SCHEDULED AUTOS					SOBLY INJURY (Per person)
<input checked="" type="checkbox"/> HIRED AUTOS					1
<input checked="" type="checkbox"/> NON-OWNED AUTOS					SOBLY INJURY (Per accident)
					1
					PROPERTY DAMAGE (Per accident)
					1
					Property Protection Cov.
					1
					Personal Injury Protection
					1
<input checked="" type="checkbox"/> UMBRELLA LIAB.					SACKS OCCURRENCE
<input checked="" type="checkbox"/> EXCESS LIAB.					5,000,000
<input checked="" type="checkbox"/> DEDUCTIBLE					NONAGGREGATE
<input checked="" type="checkbox"/> RETENTION					5,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY					
ANY EMPLOYER/PAID/UNPAID/EXCHG/WH/ OFFICER/DIRECTOR/EMERGENCY (Mandatory in MI)					1
1 year duration unless otherwise stated					1
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (When ACORD 101, Additional Remarks Schedule, if more space is required)					

The City of Wyandotte.

Included as additional insured. Policies are endorsed to provide 10 days prior written notice of cancellation or reduction of coverage to the City of Wyandotte. Waiver of subrogation for personal injury or property damage applies in favor of the City of Wyandotte, its employees and agents, arising from this contract.

CERTIFICATE HOLDER	CANCELLATION
City of Wyandotte 3200 Biddle Wyandotte, MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 26 (2009/09)
INS025 (2009/09)

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RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Council concurs with the recommendation of the City Engineer and Superintendent of Recreation, Leisure & Culture regarding the License Agreement with Blue Water Explorations, Ltd., D.B.A. Diamond Jack's River Tours; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the License Agreement for the period of June 1, 2019 through September 1, 2019.

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: May 20, 2019

AGENDA ITEM # 4

ITEM: Annual Permits for Maintenance, Pavement Restoration and Special Events performed in the Wayne County Right of Way

PRESENTER: Gregory J. Mayhew, City Engineer



INDIVIDUALS IN ATTENDANCE: Gregory J. Mayhew, City Engineer

BACKGROUND: The City is required to apply annually for permits from Wayne County for the following activities in the County Right-of-Way:

1. Sanitary sewer inspection, repair, and routine maintenance.
2. Water main inspection, repair, routine maintenance and installation of residential and commercial water service connections.
3. Application of dust palliatives.
4. Repair and replacement of existing sidewalks.
5. Perform street sweeping operations during daylight hours only.
6. Replace and repair pavement cuts due to utility repairs.
7. Temporarily close a county road for a reasonable length of time for a parade, marathon, festival or similar activity
8. Use a county road as a detour of traffic around such activity taking place on a non-county road
9. Place a temporary banner with in the county right-of-way

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan.

ACTION REQUESTED: Approve submission of annual permit and authorize the City Engineer as the position authorized to apply.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Forward adopted Resolution to Wayne County

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Approved form W. Look

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Resolutions and Applications

Dated: _____

CITY OF WYANDOTTE RESOLUTION
AUTHORIZING EXECUTION OF
WAYNE COUNTY PERMITS

Resolution No. _____

At a Regular Meeting of the Wyandotte City Council on May 20, 2019, the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the "Community") periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the "County") for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the "Permit"), the Community agrees and resolves that;

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor's behalf, it shall also require that such

policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individuals are authorized in their official capacity as the Community's authorized representatives to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

NAME	TITLE
Brian Zalewski	Police Chief
Greg Mayhew	City Engineer
Paul LaManes	Municipal Services General Manager

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution adopted by the City Council of the City of Wyandotte, County of Wayne, Michigan on May 20, 2019.

Lawrence S. Stec
City Clerk

At a regular meeting of the Wyandotte City Council held on May 20, 2019, the following Resolution was adopted:

Motion by _____, Supported by _____

Resolved: To approve the Resolution Authorizing Execution of Wayne County 2019 Annual Permits which states that the City of Wyandotte agrees to fulfill all permit obligations, hold harmless and defend Wayne County, and authorizes Brian Zalewski, Police Chief, Greg Mayhew, City Engineer, and Paul LaManes, Municipal Services General Manager to sign the Annual Maintenance Permit A-19075, Annual Pavement Restoration Permit A-19130, and Annual Permit for Special Events A-19160.

Unanimously carried.

Resolution No. _____

I, Lawrence S. Stec, City Clerk of the City of Wyandotte, hereby certify that the foregoing is a true and complete copy of a Resolution as adopted by the City Council of the City of Wyandotte, County of Wayne, Michigan, at a regular meeting held on May 20, 2019, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the Minutes of said meeting were kept and will be or have been made available as required by said Act.

Lawrence S. Stec, City Clerk

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-19130

ISSUE DATE

1/1/2019

EXPIRES

12/31/2019

REVIEW No.

WORK ORDER

79370

PROJECT NAME
WYANDOTTE - PAVEMENT RESTORATION

LOCATION
VARIOUS

CITY/TWP
WYANDOTTE

PERMIT HOLDER
CITY OF WYANDOTTE
3200 BIDDLE AVENUE
WYANDOTTE, MI 48192-5915

CONTRACTOR

CONTACT
MARK KOWALEWSKI (734) 324-4551

CONTACT
<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO REPLACE AND REPAIR PAVEMENT CUTS DUE TO UTILITY REPAIRS WITHIN THE RIGHT-OF-WAY OF VARIOUS ROADS IN WAYNE COUNTY IN ACCORDANCE WITH THE WAYNE COUNTY RULES, SPECIFICATIONS AND PROCEDURES MANUAL & WAYNE COUNTY STANDARD PLANS FOR PERMIT CONSTRUCTION.

AT LEAST 72 HOURS PRIOR TO CONSTRUCTION, THE PERMIT HOLDER SHALL SUBMIT WRITTEN NOTICE OF CONSTRUCTION, INCLUDING THE LOCATION AND DATE OF THE WORK ALONG WITH CONSTRUCTION PLANS TO THE PERMIT OFFICE FOR APPROVAL.

THE FINAL AREA OF ANY PAVEMENT TO BE REPLACED AND/OR OVERLAID SHALL BE DETERMINED AND MARKED OUT BY THE COUNTY.

FOR EACH PROJECT, ALL ACTUAL PLAN REVIEW AND INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIALS AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED TO THE PERMIT HOLDER ON A MONTHLY BASIS.

ANY ROAD CLOSURE SHALL BE IN COMPLIANCE WITH THE MICHIGAN MANUAL OF TRAFFIC CONTROL DEVICES.
[HTTP://MUTCD.FHWA.DOT.GOV](http://mutcd.fhwa.dot.gov)

THE ATTACHMENTS LISTED BELOW ARE INCORPORATED BY REFERENCE AS PART OF THE CONDITIONS OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE	\$0.00		
PLAN REVIEW FEE	\$0.00		
PARK FEE	\$0.00		PLANS APPROVED BY
OTHER FEE	\$0.00		DATE PLANS APPROVED
BOND	\$0.00		1/1/2019
INSPECTION DEPOSIT	\$0.00		REQUIRED ATTACHMENTS
OTHER BOND	\$0.00	LETTER OF CREDIT DEPOSITOR	GENERAL CONDITIONS
TOTAL COSTS	\$0.00		INDEMNITY AND INSURANCE ATTACHMENT RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
TOTAL CHECK AMOUNT			www.waynecounty.com/dps_engineering_cpoffice.htm
CASHIER	DATE		(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)
	1/1/2019		

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

MARK KOWALEWSKI GREGORY J. MAYHEW
PERMIT HOLDER / AUTHORIZED AGENT

DATE

PREPARED BY

<BLANK>
CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOT Standard Specifications For Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.
2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.
2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.
3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOT Standard Specifications For Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184 PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION, CALL Various Staff (734) 595-6504, Ext: 2009 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.	
A-19160	
ISSUE DATE	EXPIRES
1/1/2019	12/31/2019
REVIEW No.	WORK ORDER

PROJECT NAME
WYANDOTTE - SPECIAL EVENTS

LOCATION VARIOUS	CITY/TWP WYANDOTTE
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PERMIT HOLDER CITY OF WYANDOTTE 3200 BIDDLE AVENUE WYANDOTTE, MI 48192-5915	CONTRACTOR
---	--

CONTACT MARK KOWALEWSKI	CONTACT <BLANK>
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DESCRIPTION OF PERMITTED ACTIVITY (72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO ALLOW TEMPORARY CLOSURE OF CERTAIN LOCAL AND COUNTY ROADS FOR A SPECIFIED PERIOD OF TIME IN ACCORDANCE WITH ALL GENERAL AND SPECIAL CONDITIONS OF THIS PERMIT.

REFER TO ATTACHEMENT: ANNUAL SPECIAL EVENTS PERMIT FOR MUNICIPALITIES TO CONDUCT PARADES, BLOCK PARTIES, MARATHONS, CELEBRATIONS AND FESTIVALS.

PERMIT TO INSTALL BANNERS WITHIN THE COUNTY ROAD RIGHT-OF-WAY. EACH REQUEST FOR A BANNER SHOULD BE SUBMITTED ONE MONTH PRIOR TO INSTALLMENT FOR APPROVAL.
 PLEASE REFER TO ATTACHMENT: ANNUAL PERMIT FOR MUNICIPAL BANNERS

PERMIT HOLDER SHOULD CONTACT/INFORM THE LOCAL POLICE, HOSPITAL, FIRE MARSHAL, SCHOOL AND ANY OTHER LOCAL AGENCIES ARE/MAY BE AFFECTED BY THIS ROAD CLOSURE THREE (3) BUSINESS DAYS PRIOR TO SCHEDULED CLOSURE.

THE PERMIT HOLDER SHOULD CONTACT THE WAYNE COUNTY TRAFFIC OFFICE AT (734) 955-2154 THREE (3) WORKING DAYS PRIOR TO ANY CLOSURE.

THE CONTRACTOR/PERMIT HOLDER WILL SET UP AND MAINTAIN ALL BARRICADING AND SIGNS IN ACCORDANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ([HTTP://MUTCD.FHWA.DOT.GOV](http://MUTCD.FHWA.DOT.GOV)) AND WILL BE THE RESPONSIBILITY OF THE PERMIT HOLDER.

ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

FINANCIAL SUMMARY		DEPOSITOR	APPROVED PLANS PREPARED BY
PERMIT FEE.....	\$0.00	LETTER OF CREDIT DEPOSITOR	PLANS APPROVED BY
PLAN REVIEW FEE.....	\$0.00		DATE PLANS APPROVED
PARK FEE.....	\$0.00		1/1/2019
OTHER FEE.....	\$0.00		REQUIRED ATTACHMENTS
BOND.....	\$0.00		GENERAL CONDITIONS
INSPECTION DEPOSIT.....	\$0.00		ANNUAL ROAD SPECIAL EVENTS FOR MUNICIPALITIES
OTHER BOND.....	\$0.00		ANNUAL BANNER PERMIT ATTACHMENT FOR MUNICIPALITIES
TOTAL COSTS.....	\$0.00		SAMPLE COMMUNITY RESOLUTION
TOTAL CHECK AMOUNT			RULES, SPECIFICATIONS AND PROCEDURES FOR PERMIT CONSTRUCTION - AVAILABLE ONLINE AT
CASHIER	\$0.00		www.waynecounty.com/dps_engineering_cpoffice.htm
DATE	1/1/2019		(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

MARK KOWALEWSKI PERMIT HOLDER / AUTHORIZED AGENT	DATE	WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES	PREPARED BY
GREGORY J. MAYHEW CONTRACTOR / AUTHORIZED AGENT	DATE	VALIDATED BY	DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office**

**Annual Special Events for Municipalities
Road Closure/Detour Guidelines**

An Annual Permit granting permission to temporarily close a County road for a reasonable length of time for a parade, marathon, celebration, festival or similar activity, or to use a County road as a detour for traffic around such activity taking place on a non-County road may be issued by the Permit Office to a governing body of a city, incorporated village or township.

A permit, granting authorization to close County roads and to set detours over County roads may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the commencement of a road closure. Each request shall be submitted on municipal letterhead and include the following information:

- a) The nature of the activity for which the permit is requested;
- b) The dates and times it is proposed to close and reopen the County road to traffic;
- c) The roads and/or portions of roads to be closed;
- d) The proposed detour route or routes, including a map if necessary to clearly describe the proposed detour.

The written request shall be sent to the following offices:

Wayne County Permit Office
33809 Michigan Ave
Wayne MI 48184

Wayne County Division of Roads
Traffic Operations Office
29900 Goddard Road
Romulus MI 48242

Upon approval of the request, a permit will be issued authorizing the special event activities.

Permit Conditions:

1. All roads temporarily closed under the permit shall be County local roads, as certified under Act 51, P.A. 1951, with residential frontage exclusive of section line (mile roads), quarter section line (collector roads) and border line roads.
2. Road closures authorized under the permit shall not be for the purpose of allowing private commercial activities such as advertising or the sale of goods, wares or produce.
3. The Permit Holder, at no expense to the County, shall provide any necessary police supervision.
4. Road closures authorized under the permit shall not have the effect of depriving property which is not adjacent to the section of road being closed from continuous uninterrupted access to the main public road system.
5. The closure or partial closure of the road and any detour route selected shall allow alternative routes for the reasonably safe and convenient movement of traffic.
6. Road closures authorized by the permit shall not exceed the approved duration, generally between 24 and 72 hours.
7. The Permit Holder shall, at no expense to the County, install, maintain and remove all traffic control devices required for the temporary road closure and detour routes.
8. All traffic control devices installed in conjunction with the road closure or partial closure and any detour route shall conform to the provisions of the current MMUTCD.
9. The Permit Holder shall, at its sole expense, immediately following conclusion of the permitted activity clean up and remove any litter, debris, refuse, etc., placed or left in the right-of-way as a result of the permitted activity. In the event that the Permit Holder fails to clean up as required, causing Wayne County to do the cleanup work, the Permit Holder shall reimburse Wayne County any costs incurred to restore the right-of-way.
10. The Permit Holder acknowledges that the County may, at its sole discretion, deny any road closure proposed under the permit.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Banner Attachment for Municipalities
Guidelines**

Pursuant to MCL §247.323, a permit for installation of any banner to be placed within or over County road right-of-way may be issued to a governing body of a city, incorporated village or township. Commercial signs shall not be permitted within the right-of-way of any road under the jurisdiction of the Wayne County.

A permit, authorizing the placement of banners within the County right-of-way may be issued if an annual Special Events Permit was previously executed with an associated blanket resolution. For each event, the Permit Holder shall submit a written request at least ten (10) business days prior to the placement of banner(s). Each request shall be submitted on municipal letterhead and include the following information:

- a) The activity in connection with which the banner is to be placed;
- b) The location of the proposed installation, including distance to overhead traffic control devices;
- c) A description of the banner, including any legend or symbol thereon;
- d) The height of any overhead banner from the road surface to its lowest point;
- e) The dates the banner will be erected and removed. This period shall not exceed a time specified by the Permit Office. An acceptable period of time for banners to be in place is a total of three (3) weeks, except for Holiday decorations which may be in place for eight (8) weeks;
- f) Such other information as the Permit Office may deem necessary.

Upon approval of the request, a permit will be issue authorizing the special event activities.

Design & Placement Requirements

- a) Any banner shall be designed, installed and located so as to avoid danger to those using the road or undue interference with the free movement of traffic or maintenance operations.
- b) Any banner shall be securely fastened so as to have a minimum bottom height of 18 feet above the surface of the traveled way, shall be placed no closer than 100 feet in advance of flashing beacons or traffic control signals and shall be placed so as to not obstruct a clear view of traffic lights, signals or other traffic control devices.
- c) Banners shall not be attached to trees.
- d) No banner shall have displayed thereon any legend or symbol which may in any way be construed to advertise or otherwise promote the sale of or publicize any merchandise or commodity, or which may be construed to be political in nature.
- e) No banner shall have displayed thereon any device that is or purports to be an imitation of, resembles or may be mistaken for a traffic control device or which attempts to direct the movement of traffic.
- f) No banner shall be above ground figures, signs or other structures, objects or devices whether lit or unlit.
- g) Decorations shall not include flashing lights, reflective materials or other devices that may distract motorists.

Permit Conditions

- a) Any authorization may be revoked by the Permit Office if the banner placement becomes dangerous to those using the road or unduly interferes with the free movement of traffic or maintenance operations.
- b) The city, village or township making application shall faithfully fulfill all permit requirements.

An addendum authorization may be revoked by the Permit Office upon failure to comply with any permit conditions.



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDOE Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDOE Standard Specifications for Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

PERMIT OFFICE
33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356

72 HOURS BEFORE ANY
CONSTRUCTION. CALL
Various Staff
(734) 595-6504, Ext: 2009
FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.

A-19075

ISSUE DATE

1/1/2019

EXPIRES

12/31/2019

REVIEW No.

WORK ORDER

79657

PROJECT NAME

WYANDOTTE - MAINTENANCE

LOCATION

VARIOUS ROADS ()

CITY/TWP

WYANDOTTE

PERMIT HOLDER

CITY OF WYANDOTTE
3200 BIDDLE AVENUE
WYANDOTTE, MI 48192-5915

CONTRACTOR

CONTACT

MARK KOWALEWSKI

(734) 324-4551

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVITY

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

TO OCCUPY THE RIGHT-OF-WAY OF COUNTY ROADS FOR THE BELOW ACTIVITIES:

1. SANITARY SEWER INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
2. WATERMAIN INSPECTION, REPAIR AND ROUTINE MAINTENANCE.
3. DUST PALLATIVE, CALCIUM & SALT APPLICATIONS.
4. SIDEWALK REPAIR AND REPLACEMENT.
5. TO PERFORM STREET SWEEPING OPERATIONS DURING DAYLIGHT HOURS ONLY.

REFER TO ATTACHMENTS REFERENCED BELOW FOR ANNUAL PERMIT REQUIREMENTS AND CONDITIONS.
ALL ATTACHMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PERMIT.

PAVEMENT REPAIRS REQUIRE A SEPARATE PERMIT AND ARE NOT TO BE COMPLETED UNDER THE TERMS OF THIS ANNUAL PERMIT.

ALL ACTUAL INSPECTION COSTS, INCLUDING OVERTIME, SUPERVISION, TESTING OF MATERIAL AND EMERGENCY WORK, IF REQUIRED, SHALL BE BILLED.

PERMIT HOLDER AGREES TO SUBMIT MONTHLY REPORTS OF WORK PERFORMED UNDER THIS PERMIT.

FINANCIAL SUMMARY

PERMIT FEE	\$0.00
PLAN REVIEW FEE	\$0.00
PARK FEE	\$0.00
OTHER FEE	\$0.00
BOND	\$0.00
INSPECTION DEPOSIT	\$0.00
OTHER BOND	\$0.00
TOTAL COSTS	\$0.00

TOTAL CHECK AMOUNT

\$0.00

CASHIER

DATE

1/1/2019

DEPOSITOR

LETTER OF CREDIT DEPOSITOR

APPROVED PLANS PREPARED BY

PLANS APPROVED BY

DATE PLANS APPROVED

1/1/2019

REQUIRED ATTACHMENTS

GENERAL CONDITIONS
SCOPE OF WORK AND CONDITIONS FOR
MUNICIPAL MAINTENANCE PERMITS
INDEMNITY AND INSURANCE ATTACHMENT
SAMPLE COMMUNITY RESOLUTION
RULES, SPECIFICATIONS AND PROCEDURES
FOR PERMIT CONSTRUCTION - AVAILABLE
ONLINE AT

www.waynecounty.com/dps_engineering_cpoffice.htm

(PERMIT VALID ONLY IF ACCOMPANIED
BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

MARK KOWALEWSKI GREGORY J. MAYHEW
PERMIT HOLDER / AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PREPARED BY

<BLANK>

CONTRACTOR / AUTHORIZED AGENT

DATE

VALIDATED BY

DATE



**Wayne County Department of Public Services
Engineering Division – Permit Office
Scope of Work and Conditions Attachment
For Annual Municipal Maintenance Permits**

The Annual Permit authorizes the municipality to occupy Wayne County road rights-of-way for the purpose of inspection, repair and routine maintenance of the facilities listed below that are under its jurisdiction.

Scope of Work - The following work is authorized under the Annual Maintenance Permit:

Sanitary Sewers

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction

Water Main and installation of 2" pipe

1. Inspection, repair and routine maintenance of the facilities under its jurisdiction
2. Water service connection with 2" diameter pipe or less, serving single customer

A separate permit will be required for any operations performed under the following conditions for Water and/or Sanitary related work:

- a. For all water service connections larger than a two inch (2") diameter.
- b. For any water service connection that serves more than one customer.
- c. Whenever work is to be performed in a new subdivision.
- d. For any sanitary sewer service connection.

Dust Palliative Applications

1. Dust palliative treatment shall be with calcium magnesium chloride in accordance with Wayne County specifications.
2. The municipality shall designate each road to be treated with dust palliative and pay the Contractor for all materials and service.
3. Prior to the application of Dust Palliative Materials, the Permit Holder shall provide at least seven (7) days notice to the Wayne County Roads Division (313-955-9920) to allow for preparation and inspection of the roads to be treated.

Sidewalk

1. Existing sidewalks may be repaired or replaced at existing alignment on existing grade.

A separate permit will be required for the construction of a new sidewalk, for the replacement of an existing sidewalk on a new alignment or grade or for the construction of new sidewalk ramps to the County road.

Street Sweeping

1. Street sweeping shall be performed during daylight hours only.
2. All traffic control devices shall conform to the provisions of the current MMUTCD.

Permit Conditions

1. **A separate permit will be required for final pavement repairs when pavement is broken while making either emergency or non-emergency repairs.**
2. Reports indicating all work performed or that no work was performed under the permit shall be provided to the Permit Office at the end of each month.
3. Any work not covered under the annual scope of work and conditions above shall require a separate permit. Refer to the *Wayne County Rules, Specifications and Procedures Construction Permits*.
4. All inspection costs, including overtime, supervision, testing of materials and emergency work, if required, shall be billed to the Permit Holder.



**Wayne County Department of Public Services
Engineering Division – Permit Office
Indemnity and Insurance Attachment**

To the extent allowed by law, the Permit Holder shall defend and hold harmless Wayne County, the Department of Public Services, its officials and employees against any and all claims, suits and judgments to which Wayne County, the Departments, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including County property. The Permit Holder shall provide this indemnity for any incident arising out of any and all activities performed under the permit or in connection with work not authorized by the permit, or resulting from the failure to comply with the terms of the permit, or arising out of the continued existence of the work product that is subject to the permit.

*authorized by the City which is
ATM 5/15/09*

Certificates of insurance shall be required for all construction permits, excluding residential driveway permits. Each certificate of insurance and any associated correspondence shall reference the plan review number of the project. General liability and automotive liability insurance coverage shall be in amounts detailed below:

The general liability insurance coverage shall be in amounts not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Proof of automobile liability shall be in amounts not less than \$1,000,000 combined single limit for each accident, bodily injury per accident, and property damage per accident, and in an amount not less than \$1,000,000 for bodily injury each person, each occurrence and property damage liability \$1,000,000 each occurrence.

The certificate of insurance must be provided by a person, the corporation, or by authorized representatives who signed personally either the application or permit. Insurance shall remain in force until the permit is released by Wayne County.

The Wayne County Department of Public Services shall be a Certificate Holder on the policy of insurance. Wayne County, drainage district, and its officers, agents and employees shall be named as additional insured parties. It is also required that the annual permit numbers are included on each certificate of insurance.

The insurance shall cover a period not less than the term of the permit and shall provide that it cannot be cancelled or reduced without thirty (30) days advance written notice to Wayne County, by certified mail, first-class, return receipt requested. The thirty (30) days shall begin on the date when the County received the notice, as evidenced by the return receipt.

Such insurance shall provide by endorsement therein for the thirty (30) day notice by the insurer to the Permit Office prior to termination, cancellation or material alteration of the policy.

Licensee agrees to make application for renewal thereof at least sixty (60) days before the expiration date of the policy then in force and to file a certified copy of such renewed policy with the Permit Office.

The policy shall also provide by endorsement for the removal of the contractual exclusion.

Should insurance coverage be cancelled or reduced below acceptable limits, or allowed to expire, the authorization to continue work under the permit shall be suspended or revoked and shall not resume until new insurance is in force and accepted by Wayne County. Wayne County may, in such cases, take appropriate action to restore or protect the road and appurtenances. All costs incurred by this action shall be deducted from any remaining inspection deposit, bond and/or Letter of Credit and, if necessary, the Permit Holder may be billed to defray actual expenses.



Wayne County Department of Public Services Engineering Division – Permit Office

Conditions & Limitations of Permits

Plan Approval and Specifications: All work performed under the permit shall be done in accordance with the approved plans, specifications, maps, statements and special conditions filed with the County and shall comply with Wayne County Specifications, as defined in the current *Wayne County Rules, Specifications and Procedures for Permit Construction*, included as an attachment to this permit, the *Wayne County Standard Plans for Permit Construction*, and the *MDDT Standard Specifications for Construction*, as modified by WCDPS Special Provisions, and other WCDPS specifications. Any situation or problem which occurs as a result of the construction, operation, use and/or maintenance of the facility in the right-of-way and is not covered by the approved plans nor by the County's current Standards and Specifications shall be resolved by the Permit Holder as directed and approved by the Permit Office. Any significant change to the plans must be approved by the Permit Office and is authorized only when an approved addendum is obtained from the Permit Office.

Fees: The Permit Holder shall be responsible for all fees and costs incurred by the County in connection with the permit and shall deposit payment for fees and costs as determined by the County at the time the permit is issued.

Bond: The Permit Holder shall furnish a bond in cash or Certified check in an amount acceptable to the County to guarantee performance under the conditions of the permit. The County may use all or any portion of the bond which shall be necessary to cover any expense, including inspection costs or damage incurred by the County through the granting of the permit. Should the bond be insufficient to cover the expenses and damages incurred by the County, the Permit Holder shall pay such deficiency upon billing by the County. If the bond amount exceeds the expenses and damages incurred by the County, the excess portion will be returned to the Depositor. The excess performance bond provided for herein, when it cannot be returned, shall be deposited into the County Road Fund and become a part thereof, unless claimed by the Depositor within one year of the date of satisfactory completion of the construction authorized by the permit.

Insurance: The Permit Holder shall furnish proof of liability and property damage insurance in the form and amounts acceptable to the County with Wayne County named as an insured party. The Permit Holder shall maintain this insurance until the permit is released, revoked or cancelled by the County.

Indemnification / Hold Harmless: Sub-Section 1 herein applies to all Permit Holders except Municipalities. Sub-Section 2 herein applies to Municipalities only.

1. To the extent allowed by law, the Permit Holder shall indemnify, hold harmless and defend Wayne County, its Department of Public Services, its officials and employees against any and all claims, suits and judgments to which the County, the Department, its officials and employees may be subject and for all costs and actual attorney fees which may be incurred on account of injury to persons or damage to property, including property of the County, whether due to negligence of the Permit Holder or to the joint negligence of the Permit Holder and the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of the work product that is the subject of the permit. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County.

2. To the extent allowed by law, the Municipality as Permit Holder shall hold harmless and defend Wayne County, its Department of Public Services, its officials and employees, for the Municipality's own negligence, tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, on account of injury to persons or damage to property, including property of the County, arising out of any and all work performed under the permit, or in connection with work not authorized by the permit, or resulting from failure to comply with the terms of the permit or arising out of the continued existence of work product that is the subject of the permit. Sub-section 1 above applies to contractors, subcontractors, consultants, or agents of the Municipality. This hold harmless provision must not be construed as a waiver of any governmental immunity by the County or the Municipality's, as provided by statute or modified by court decisions.

Permit on Site: The Permit Holder shall keep available a copy of the permit and any associated approved plans on site during permitted activities.

Notification for Start and Completion of Work: The permit shall not become operative until it has been fully executed by the County. The Permit Holder shall notify the County before starting construction and shall notify the County when work is completed. The Permit Holder or their representative shall have copies of the executed permit and approved plans in their possession on the job site at all times.

1. The Permit Holder shall provide at least three (3) days advanced notice, excluding Saturdays, Sundays and holidays, to the Permit Office prior to the commencement of any permitted activities by submitting a START OF WORK NOTIFICATION form by mail, fax or e-mail. In certain instances, additional notice may be required by the Permit Office. In the event that construction work ceases for a period of time, then the Permit Holder shall notify the Wayne County Inspector at least 24 hours prior to resuming work.

2. The Permit Holder shall comply with all requirements of the Miss Dig Statute, MCL §460.701 et seq., as amended. The Permit Holder shall call "MISS DIG", at (800) 482-7161, at least 72 hours, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work. The Permit Holder assumes all responsibility for damage to or interruption of underground utilities.

3. The Permit Holder shall call Wayne County Department of Public Services' Traffic Operations Office at (734) 955-2154, at least 72 hours prior, excluding Saturdays, Sundays and holidays, but not more than twenty-one (21) calendar days, before starting any underground work in the vicinity of any traffic signal equipment owned, operated or maintained by Wayne County.

Safety: The Permit Holder agrees that all work under the permit shall be performed in a safe manner and to keep the area affected by the permit in a safe condition until the work is completed and accepted by the County. The Permit Holder shall furnish, install and maintain all necessary traffic controls and protection which are in accordance with the current *Manual on Uniform Traffic Control Devices (MUTCD)*. The Permit Holder shall conduct all activities and maintain all facilities as set forth in the permit in a manner so as not to damage, impair, interfere with, or obstruct a public road or create a foreseeable risk of harm to the traveling public. The Permit Holder shall comply with all applicable OSHA and MIOSHA requirements.

Underground Utilities: The Permit Holder shall contact all utility owners regarding their facilities prior to starting work and shall comply with all applicable provisions of Act 53, Public Acts of 1974, as amended. Wayne County makes no warranty either expressed or implied as to the condition or suitability of subsurface conditions or any existing facility which may be encountered during an excavation. The presence or absence of utilities is based on the best information available and the County is not responsible for the accuracy of this information. The Permit Holder assumes all responsibility for the interruption and damage to underground utilities. The Permit Holder is responsible for proper disposal, in accordance with current regulations, of any material excavated from within the right-of-way. Such materials include, without limitation, soils or groundwater contaminated by petroleum products or other pollutants associated with sites identified by the MDEQ or reported on appropriate release forms for underground storage tanks.

Assignability: The permit is neither transferable nor assignable without the written consent of the County.

Limitation of Permit: The Applicant and the Permit Holder shall be responsible for obtaining and shall secure any permits or permission necessary or required by law from State, federal or other local governmental agencies and jurisdictions, corporations or individuals. These include, without limitation, those pertaining to drains, inland lakes and streams, wetlands, woodlands, flood plains, filling, noise regulation and hours of operation. Issuance of a Wayne County permit does not authorize activities otherwise regulated by State, federal or local agencies.

Access of Other Vehicles: The Permit Holder shall, at all times possible, maintain a minimum of one acceptable access to all abutting occupied properties, driveways and side streets unless otherwise specified on the approved plans. The Permit Holder shall notify all owners or occupants of properties whose access may be temporarily disrupted during the permitted work. The local police, fire or emergency service agencies shall define acceptable access. The Permit Holder shall provide signing and other improvements necessary to ensure adequate access until the roadway, driveway or side street is restored. The Permit Holder shall conduct all operations so as to minimize inconvenience to abutting property owners. Wayne County reserves the right to reasonably restrict the progress of work by the Permit Holder based on the rate of roadway and right-of-way restoration, including permanent or temporary pavement. Wayne County may require that work be suspended until satisfactory backfilling of open trenches or excavations has been completed and driveways, side streets and drainage restored.

Restoration: The Permit Holder agrees to restore the County road and road right-of-way, County drain easement or County park property to a condition equal to or better than its condition before work under the permit began. If the Permit Holder fails to satisfactorily restore the permitted work area, Wayne County may take all practical actions necessary to provide reasonably safe and convenient public travel, preservation of the roadway and drainage, prevention of soil erosion and sedimentation, and elimination of nuisance to abutting property owners caused by the permitted activity. Security in the form of cash, a certified check or surety bond shall be required to secure the cost of restoring the disturbed portion of the right-of-way to an acceptable safe condition. The amount of the security shall be determined by the Permit Office. In the event that a suspension of work will be protracted or that the work will not be completed by the Permit Holder, the Permit Holder shall restore the right-of-way to a condition similar to the condition that existed prior to issuance of the permit.

Acceptance: Acceptance by the County of work performed does not relieve the Permit Holder of full responsibility for work performed or the presence of the permitted facility. The Permit Holder acknowledges that the County has no liability for the presence of the Permit Holder's facility located within the County road right-of-way, County drain easement or County park property.

Permit Expiration and Extension of Time: All work authorized by the permit shall be completed to the satisfaction of the Permit Office on or before the expiration date specified in the permit. Any request for an extension of time for completion shall be on a completed County form and shall demonstrate good cause for granting the request. Additional requirements may be imposed as a condition of an extension of time due to seasonal limitations or other considerations. These additional requirements may include, without limitation, changes to materials or construction methods, reestablishment of fees, bonds, deposits and insurance requirements.

Responsibility: The design, construction, operation and maintenance of all work covered by the permit shall be at the Permit Holder's expense with the exception that the Permit Holder will not be responsible for maintaining road widenings or similar facilities which become part of the County roadway.

Revocation: The permit may be suspended or revoked at the will of the County. Upon order of the County, the Permit Holder shall surrender the permit, cease operations and remove, alter or relocate, at their expense, the facilities for which the permit was granted. The Permit Holder expressly waives any right to claim damages for compensation resulting from the revocation of the permit.

Violation: The County may declare the permit null and void if the Permit Holder violates the terms of the permit. The County may require immediate removal of the Permit Holder's facilities and restoration of the County property, or the County may remove the facilities and restore the County property at the Permit Holder's expense. The Permit Holder agrees that in the event of a violation of the terms of the permit or in the event the work authorized by the permit is not satisfactorily completed by the permit expiration date, the County may use all or any portion of the performance bond to restore the County road right-of-way, drain easement, wastewater facility or park property as necessary for reasonably safe and efficient operations and maintenance, or to establish extraordinary maintenance procedures as required to assure reasonably safe and efficient operation of the County facility.

Inspection and Testing of Materials: Wayne County reserves the right of inspection and the testing of materials by its authorized representatives of all permitted activities and/or activities within the road right-of-way, County owned property or within a County drain easement. All items identified by the final inspection shall be resolved prior to release of the permit. All materials and methods utilized during the course of the authorized permit work shall meet the requirements of the current *MDDT Standard Specifications for Construction* as modified by Wayne County Special Provisions, Standard Plans for Permit Construction and this manual. The Permit Holder shall reimburse Wayne County for all required inspections and testing of materials.

Design: The Permit Holder is fully responsible for the design of the permitted facility, such that the design shall be consistent with all applicable County standards, specifications, guidelines, requirements and with good engineering practice. Any errors in the plans that become evident after the issuance of a permit, and which change the scope of permitted work, are subject to review and may be grounds for revocation of the permit. The Permit Office will not relieve the Permit Holder of the responsibility of correcting errors, deficiencies, or omissions due to oversight or unforeseen contingencies such as faulty drainage, poor subsoil conditions or the failure of the Permit Holder's engineer to show all the related or pertinent conditions inside or outside the plan area.

Drainage: Drainage shall not be altered to flow into the road right-of-way or road drainage system unless approved by Wayne County.

Permit Holder Compliance: The Permit Holder shall abide by the conditions and limitations contained on the permit and all other conditions listed within the WCDPS Rules, Specifications and Procedures for Construction Permits. The application of any work undertaken under the permit shall constitute the Permit Holder's agreement to the Provision.

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

CITY OF WYANDOTTE RESOLUTION AUTHORIZING EXECUTION OF WAYNE COUNTY PERMITS

At a Regular Meeting of the Wyandotte City Council on May 20, 2019, the following resolution was offered:

WHEREAS, the City of Wyandotte (hereinafter the “Community”) periodically applies to the County of Wayne Department of Public Services, Engineering Division Permit Office (hereinafter the “County”) for permits to conduct emergency repairs, annual maintenance work, and for other purposes on local and County roads located entirely within the boundaries of the Community, as needed from time to time to maintain the roads in a condition reasonably safe and convenient for public travel;

WHEREAS, pursuant to Act 51 of 1951, being MCL 247.651 *et seq.*, the County permits and regulates such activities noted above and related temporary road closures;

NOW THEREFORE, BE IT RESOLVED, in consideration of the County granting such permit (hereinafter the “Permit”), the Community agrees and resolves that;

Any work performed for the Community by a contractor or subcontractor will be solely as a contractor for the Community and not as a contractor or agent of the County. Any claims by any contractor or subcontractor will be the sole responsibility of the Community. The County shall not be subject to any obligations or liabilities by vendors and contractors of the Community, or their subcontractors.

The Community shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the Permit which results in claims being asserted against or judgment being imposed against the County, and all officers, agents and employees thereof pursuant to a maintenance contract. In the event that same occurs, for the purposes of the Permit, it will be considered a breach of the Permit thereby giving the County a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

With respect to any activities authorized by Permit, when the Community requires insurance on its own or its contractor’s behalf, it shall also require that such policy include as named insured the County of Wayne and all officers, agents and employees thereof.

The incorporation by the County of this Resolution as part of a permit does not prevent the County from requiring additional performance security or insurance before issuance of a Permit.

This Resolution stipulates that the requesting Community shall, at no expense to Wayne County, provide necessary police supervision, establish detours and post all necessary signs and other traffic control devices in accordance with the Michigan Manual of Uniform Traffic Control Devices.

This Resolution stipulates that the requesting Community shall assume full responsibility for the cost of repairing damage done to the County road during the period of road closure or partial closure.

This Resolution shall continue in force from the date of execution until cancelled by the Community or the County with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the Community with regard to any Permit which has already been issued or activity which has already been undertaken.

The Community stipulates that it agrees to the terms of the County of Wayne permit at the time a permit is signed by the Community's authorized representative.

BE IT FURTHER RESOLVED, that the following individuals are authorized in their official capacity as the Community's authorized representatives to sign and so bind the Community to the provisions of any and all permits applied for to the County of Wayne, Department of Public Services Engineering Division Permit Office for necessary permits from time to time to work within County road right-of-way or local roads on behalf of the Community.

NAME	TITLE
Brian Zalewski	Police Chief
Greg Mayhew	City Engineer
Paul LaManes	Municipal Services General Manager

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	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: May 20th 2019

AGENDA ITEM # **5a**

ITEM: Special Event Application - WSAF Entertainment Contracts

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the entertainment contract assembled and recommended by my office for the 2019 Wyandotte Street Art Fair. This agreement states that full payment will be required even if the band does not perform due to bad weather. This is typical for entertainers and I fully recommend this agreement for this year's fair.

Gary Niemenski - \$200
Wisteria - \$500
Ryan Brower - \$150 per hour
SQ3 - \$275

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson and Lawrence Stec, City Clerk to sign the attached contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.860 - \$1,125

IMPLEMENTATION PLAN: Contract to be signed by Mayor Joseph R. Peterson and Lawrence Stec, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

SDysdale

LEGAL COUNSEL'S RECOMMENDATION:

Approval

MAYOR'S RECOMMENDATION:

JRP

LIST OF ATTACHMENTS

Contracts

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: May 20th 2019

RESOLUTION by Councilman _____

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

A resolution to APPROVE the entertainment contracts for the below bands for the 2019 Wyandotte Street Art Fair as outlined in the provided communication dated May 20th 2019, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

Gary Niemenski - \$200

Wisteria - \$500

Ryan Brower - \$150 per hour

SQ3 - \$275

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 6 day of MAY, 2019 between the City of

Wyandotte and _____

Name of Musical Group: GARY NIEMENSKI

Name of Contact Person: GARY NIEMENSKI

Contact Address: _____

FARMINGTON MI 48336

Phone Number: _____

Business ID Number: _____

List type of entity (LLC, Corporation, DBA, Partnership, etc.) and provide documentation creating entity: _____

Music Style: Classic Pop Rock

Number of Entertainers: 1 possible 2

It is mutually agreed between the parties that RAYMOND GARY NIEMENSKI (name of contact on the W-9 receiving the check) will furnish 1.5 hour of entertainment 200.00 for the Wyandotte Street Art Fair on: July 10th from 2 to 3:30 pm

MUSIC JULY 10, 2019

The price for this engagement is \$ 200.00

2-3³⁰ PM

Deposit: City agrees to reserve date with a SIGNED CONTRACT

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for _____ and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

[Signature]

Signature of Entertainment Representative

Date _____

Signature of City Representative

Signature of City Representative

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 6th day of MAY, 2019 between the City of

Wyandotte and CHRIS WALLACE

Name of Musical Group: WISTERIA

Name of Contact Person: CHRIS WALLACE

Contact Address: WESTLAND, MI, 48185

Phone Number: _____

Business ID Number: _____

List type of entity (LLC, Corporation, DBA, Partnership, etc.) and provide documentation creating entity: INDIVIDUAL

Music Style: ROCK/CONTEMPORARY

Number of Entertainers: SIX

It is mutually agreed between the parties that CHRIS WALLACE (name of contact on the w-9 receiving the check) will furnish 2 hours of entertainment for the Wyandotte Street Art Fair on: July 11th from 3:30 to 5:30 pm.

The price for this engagement is \$500.00

Deposit: City agrees to reserve date with a NO DEPOSIT REQUIRED

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for _____ and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Chris Wallace
Signature of Entertainment Representative
Date MAY 6, 2019

Signature of City Representative

Signature of City Representative

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 13th day of May, 2019 between the City of

Wyandotte and Ryan Brower

Name of Musical Group: Fake News

Name of Contact Person: Ryan Brower

Contact Address: Wyandotte, MI 48192

Phone Number: _____

Business ID Number: _____

List type of entity (LLC, Corporation, DBA, Partnership, etc.) and provide documentation creating entity

Music Style: Classic and Alternative Rock

Number of Entertainers: Four

It is mutually agreed between the parties that _____ Ryan Brower (name of contact on the warrant receiving the check) will furnish 1.5 hour of entertainment for the Wyandotte Street Art Fair on: July 12th from 3-4:30 pm

The price for this engagement is \$150 per hour

Deposit: City agrees to reserve date with a _____

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for Fake News and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Ryan Brower
Signature of Entertainment Representative

Signature of City Representative

Date 5/13/2019

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 13th day of May, 2019 between the City of

Wyandotte and Therese M. Smith

Name of Musical Group: SQ3 - Acoustic

Name of Contact Person: Therese M. Smith

Contact Address: W. Bloomfield, 48325

Phone Number: _____

Business ID Number: _____

List type of entity (LLC, Corporation, DBA, Partnership, etc.) and provide documentation creating entity: W-9 / Individual

Music Style: Acoustic Covers

Number of Entertainers: 3

It is mutually agreed between the parties that Therese M. Smith (SQ3) (name of contact on the W-9 receiving the check) will furnish 1.5 hour of entertainment for the Wyandotte Street Art Fair on: July 13th from 2:30 4 pm

The price for this engagement is \$ 275.00

Deposit: City agrees to reserve date with a _____

I agree to abide by each of the regulations on this application, the Laws of the State of Michigan and the laws and ordinances of the City of Wyandotte and will be responsible for our organizations/business/individual compliance. If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees. This engagement will be held outside. The undersigned agrees to abide by the City of Wyandotte Ordinances and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for _____ and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.

Signature of Entertainment Representative

Date 5-13-19

Signature of City Representative

Signature of City Representative

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the Special Event Coordinator to approve the entertainment agreements for various artists listed below to provide musical entertainment during the 2019 Wyandotte Street Art Fair, with funds to be paid from account #285-225-925-730-860, for the following dates, times, and costs:

Performer	Date	Time	Cost
Gary Niemenski	Wednesday, July 10, 2019	2:00 – 3:30PM	\$200
Wisteria	Thursday, July 11, 2019	3:30 – 5:30PM	\$500
Ryan Brower	Friday, July 12, 2019	3:00 – 4:30PM	\$150/hr
SQ3	Saturday, July 13, 2019	2:30 – 4:00PM	\$275

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute the Entertainment Agreements 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: May 20th 2019

AGENDA ITEM # 5b

ITEM: Special Event Application - RHS Bass Fishing Team

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find information from the RHS Bass Fishing Team for an event to be held May 28th 2019. The bass fishing team is teaming up with the special education department for a fishing trip at Bishop Park sometime in May. We are hoping to fish off the pier around noon. They are asking permission for the following items:

- a. Permission to utilize the Bishop Park Fishing Pier for May 28th 2019 starting at 12 pm until 2:30 pm.
- b. To ask the Wyandotte Police Department and DPS to assist in the clearing of the pier for that date(s) and times.

This event has been reviewed and approved by the Superintendent of Recreation, Superintendent of Public Service, Police Chief and Fire Chief. It is recommended that there is a hold harmless agreement signed and that the group follow all City of Wyandotte ordinances.

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held May 28th 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDupdale*

LEGAL COUNSEL'S RECOMMENDATION: *Approved*

MAYOR'S RECOMMENDATION: *ASR.*

LIST OF ATTACHMENTS

Letter

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 20th 2019

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city property for the event held May 28th 2019.

- c. Permission to utilize the Bishop Park Fishing Pier for May 28th 2019 starting at 12 pm until 2:30 pm.
- d. To ask the Wyandotte Police Department and DPS to assist in the clearing of the pier for that date(s) and times.

This event has been reviewed and approved by the Superintendent of Recreation, Superintendent of Public Service, Police Chief and Fire Chief. It is recommended that there is a hold harmless agreement signed and that the group follow all City of Wyandotte ordinances.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Dear Heather Thiede,

The Wyandotte Roosevelt High School Bass Fishing Team is writing this letter to request the use of the Bishop Park fishing pier on May 28, 2019. Over the past couple years, the RHS Bass Team and Carlson Bass Team has teamed up with classes from the Jo Brighton, Madison, and Lincoln centers for a day of fishing off the pier.

A student from the bass fishing team match up with a student from one of the center programs and teaches them how to cast, reel, and land fish from the pier. Last year we had roughly 40 people from WPS fishing off the pier.

In order to ensure a space large enough to accommodate our students, we are asking the city for a pass to use the pier. We have not had a problem in the past finding enough room and the other fishermen usually help our event run successfully! However, we are looking for assurance that we will have enough room on the pier in case it is packed. Our event will begin around noon at the Bishop Park Fishing Pier in Wyandotte and end around 2:30. We appreciate your continued support of the event and would love to see you at the event if you would like to come!

Sincerely,

Eric Polenz
Roosevelt High School
Math Teacher
Bass Fishing Coach

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator to approve the use of city property for the event held May 28th 2019.

- a. Permission to utilize the Bishop Park Fishing Pier for May 28th 2019 starting at 12 pm until 2:30 pm.
- b. To ask the Wyandotte Police Department and DPS to assist in the clearing of the pier for that date(s) and times.

This event has been reviewed and approved by the Superintendent of Recreation, Superintendent of Public Service, Police Chief and Fire Chief. It is recommended that there is a hold harmless agreement signed and that the group follow all City of Wyandotte ordinances.

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: May 20th 2019

AGENDA ITEM # **5c**

ITEM: Special Event Application - Wyandotte Boat Club - Blitzen the Dotte

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the Special Event Application from the Wyandotte Boat Club to hold the Blitzen the Dotte race November 16th prior to the opening of the Wyandotte Christmas Parade. This event has been reviewed and approved by the Police and Fire Chief, Recreation Superintendent, and Department of Public Service provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement to be drafted up by the Department of Legal Affairs. (Please see the attached application and information sheets).

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of city sidewalks and property for their event held November 16th 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDrusdale*

LEGAL COUNSEL'S RECOMMENDATION: *April*

MAYOR'S RECOMMENDATION: *ATP*

LIST OF ATTACHMENTS

Special Event Application

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: May 20th 2019

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city sidewalks and property (see attached maps for areas of use) for the event held November 16th 2019 provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement to be drafted up by the Department of Legal Affairs.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

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

Application for Special Event

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

16th.
Date of proposed event: November 16, 2019 Times: 8:00 AM - 10:00 AM

Name of Applicant: Mac Takubaiishi

Name of Business or Organization: Wyandotte Boat Club

Type of legal entity of your business/organization: Wyandotte Boat Club

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

Address: Frank Meriden Jr. ONE PINE STREET, Wyandotte

Email: _____ Cell Phone: _____

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

Site of proposed event: Downtown Wyandotte - Wyandotte Shore Golf Club

Estimated maximum number of persons expected at the event for each day: 500

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

Do you need water hook up for this event? NO

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

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

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

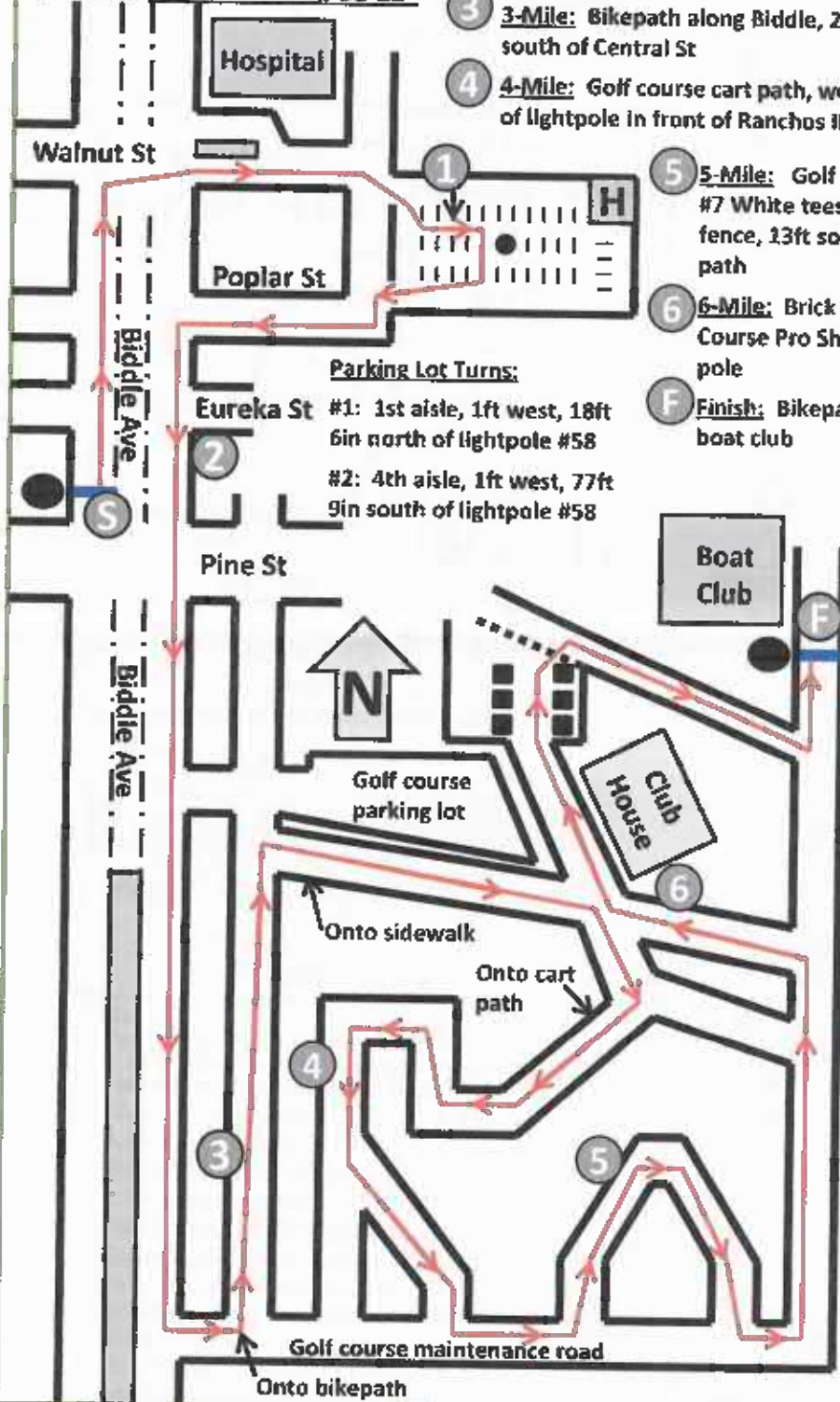
If you have any questions regarding this application and its details feel free to contact the Special Event Office at hthiede@wyan.org or 734.324.4502.

PL 50 A 5035

Blitzen The Dotte 10K Wyandotte, Michigan

USATF Certification MI120645H

Effective 11-14-12 to 12-31-22



- S Start:** Biddle Ave, west side, at first lightpole north of Pine St
- 1 1-Mile:** East hospital parking lot, 2nd (w-e) aisle, 12 spots from west end (98ft west of lightpole #58)
- 2 2-Mile:** Biddle Ave, 51ft 4in south of light pole at southeast corner of Eureka
- 3 3-Mile:** Bikepath along Biddle, 20ft north of 2nd lightpole south of Central St
- 4 4-Mile:** Golf course cart path, west side of Hole #3, 54ft north of lightpole in front of Ranchos II restaurant
- 5 5-Mile:** Golf course cart path, west of Hole #7 White tees, just north of boundary fence, 13ft south of sprinkler head along path
- 6 6-Mile:** Brick path, south side of Golf Course Pro Shop entrance, 14ft east of light pole
- F Finish:** Bikepath, at flagpole, in front of boat club

Parking Lot Turns:

- #1:** 1st aisle, 1ft west, 18ft 6in north of lightpole #58
- #2:** 4th aisle, 1ft west, 77ft 9in south of lightpole #58

START LINE:



LANE

RESTRICTIONS:

- Northbound Biddle: Keep left of center turn lane.
- Southbound Biddle: Far left lane only



**MAP NOT
TO SCALE**

Course Measurement
completed by: Joe Baldwin



WYABO-1

UP ID: AH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2019

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

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

PRODUCER The Dearborn Agency, Inc. 22691 Michigan Avenue Dearborn, MI 48124 The Dearborn Agency, Inc.	313-562-8373	CONTACT NAME: The Dearborn Agency, Inc. PHONE (A/C, No., Ext.): 313-562-8373 FAX (A/C, No.): 313-562-5371 E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: Wells Fargo Special Risks, Inc. NAIC # INSURER B: Accident Fund of Michigan 10166 INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Wyandotte Boat Club 1 Pine Street Wyandotte, MI 48192			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ACORD SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
TR		(A/C) (W/D)		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR	X	IHZ9083987-04	03/29/2019	03/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIM T APPLIES PER POLICY PRO-ECT X LOC OTHER					
A	AUTOMOBILE LIABILITY					
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON OWNED AUTOS ONLY		IHZ9083987-04	03/29/2019	03/29/2020	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS MADE		IHZ9083988	03/29/2019	03/29/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
	DED X RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCV6162436	03/29/2019	03/29/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

The City of Wyandotte is added as additional insured for the Blitzen in the Dotto Run

CERTIFICATE HOLDER

CANCELLATION

CITYW-1 City of Wyandotte 3200 Biddle Ave Wyandotte, MI 48192	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Wendy R. Bauer
--	---

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of city sidewalks and property, as requested by the Wyandotte Boat Club, for the Blitzen the Dotte 10K event to be held on November 16, 2019, provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement to be prepared by the Department of Legal Affairs.

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: May 20th 2019

AGENDA ITEM # 5d

ITEM: Special Event Application - Wy. Democratic Club

PRESENTER: Heather A. Thiede, Special Events Coordinator



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

BACKGROUND: Attached please find the Special Event Applications from Wyandotte Democratic Club requesting to hold a picnic on June 15th 2019 from 10-6 pm in Bishop Park. This event has been reviewed and approved by Police Chief, Fire Chief, Recreation Superintendent, and Department of Public Service provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement. They are asking permission for the following: (Please see the attached application).

Wyandotte Democratic Club: June 15th 2019 10 am - 6 pm

- Request the use of the cement area to the left of the Log Cabin
- Request the use of tables and chairs

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Chief of Police, Fire Chief, and Recreation Superintendent and support the use of the City Park and property for their event held June 15th 2019.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *D. Rysdahl*

LEGAL COUNSEL'S RECOMMENDATION: *Approved*

MAYOR'S RECOMMENDATION: *J. R.*

LIST OF ATTACHMENTS

Special Event Application

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 20th 2019

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief and Recreation Superintendent to approve the use of City Parks and property including;

Wyandotte Democratic Club: June 15th 2019 10 am – 6 pm

- Request the use of the cement area to the left of the Log Cabin
- Request the use of tables and chairs

for the event held on June 15th 2019 provided the group add the City of Wyandotte as additional insured to their insurance policy and sign a hold harmless agreement.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
-------------	----------------	-------------

_____	Alderman	_____
_____	Calvin	_____
_____	DeSana	_____
_____	Maiani	_____
_____	Sabuda	_____
_____	Schultz	_____

Application for Special Event

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

Saturday, June 15, 2019 Times: 10am - 6pm
Date of proposed event:
Name of Applicant: Rachel Hess
Name of Business or Organization: Wyandotte Democratic Club
Type of legal entity of your business/organization: Wyandotte Democratic Club
Name of individual authorized to sign documents on behalf of your business/organization: Rachel Hess
Address: 201 Elm, Ste A, Wyandotte, MI 48192
Email: hess-printing@sbcglobal.net Cell Phone: _____

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

Site of proposed event: Left of Log Cabin - Bishop Park - on Path

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

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

Do you need water hook up for this event? No

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

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

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

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

Need 25 tables & 100 Chairs (Please)

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Special Event Coordinator, Fire Chief, Police Chief, and Recreation Superintendent to approve the use of City Parks and property, including the use of the cement area to the left of the Log Cabin and tables and chairs for the event, for the Wyandotte Democratic Club Picnic to be held on June 15, 2019, from 10AM-6PM.

BE IT FURTHER RESOLVED that the Wyandotte Democratic Club 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.

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: May 20, 2019

AGENDA ITEM # 6

ITEM: Dedication of Electrics Operations Building – 3605 11th St.

PRESENTER: Mayor Joseph R. Peterson



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Rod Lesko served the City of Wyandotte and Wyandotte Municipal Services for over 30 years. He held numerous positions prior to serving as the General Manager of Wyandotte Municipal Services. He had extensive operations knowledge of all departments but the electrical operations were always near and dear to Rod. His managerial style allowed him to garner the respect of all management and employees of WMS and the City. He was an excellent communicator, deal maker and manager. Rod had a tremendous rapport with employees and promoted an open-door policy.

On August 3, 2018, Rod passed away after battling ALS.

Based on his countless contributions and dedicated public service, it is the recommendation of Mayor Peterson, with the support of the Wyandotte Municipal Services Commission, to rename the Electric Operations Building at 3605 11th St. the “Roderick J. Lesko - Electric Operations Building” in honor of Rod Lesko.

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 Mayor Peterson to rename the Electric Operations Building the “**Roderick J. Lesko - Electric Operations Building**”

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: The Mayor’s Office and General Manager Paul LaManes will coordinate a naming ceremony and work with the sign vendor to install signage.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR’S RECOMMENDATION: n/a

LEGAL COUNSEL’S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS: Recommendation letter from Wyandotte Municipal Services

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 20, 2019

RESOLUTION by Councilperson_____

RESOLVED by the City Council that based on Rod Lesko's many years of dedicated public service to the City of Wyandotte and Wyandotte Municipal Services, Council hereby concurs with the recommendation of Mayor Peterson to name the Electric Operations Building at 3605 11th St. as the Roderick J. Lesko Electric Operations Building in his honor.

AND BE IT FURTHER RESOLVED that the Mayor's Office and Paul LaManes will coordinate sign installation and a date and time for the naming ceremony.

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	_____

Municipal Service Commission
Leslie Lupo
Carolyn Harris
Robert J. Thiede
Paul Gouth
Bryan J. Hughes



Paul LaManes
General Manager and Secretary
3200 Biddle Avenue, Suite 200
Wyandotte, MI, 48192-0658
Telephone: (734) 324-7100

Roderick J. Lesko- Electric Operations Building 3605 11th Street

May 8, 2019

Dear Mayor and Council,

On behalf of the Wyandotte Municipal Services Commission we are honored to share in preserving the memory of Roderick J. Lesko through the dedicational renaming of the Electric Operations Building located at 3605 11th street.

This dedication will showcase the hard work, devotion and true compassion Roderick had for not only the Wyandotte Electric Operations, but for the Wyandotte Community as a whole.

Sincerely,

Leslie Lupo
Commission President
Wyandotte Municipal Services

Paul LaManes
General Manager
Wyandotte Municipal Services

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that based on Rod Lesko's many years of dedicated public service to the City of Wyandotte and Wyandotte Municipal Services, Council hereby concurs with the recommendation of Mayor Peterson to name the Electric Operations Building at 3605 11th St. as the Roderick J. Lesko Electric Operations Building in his honor.

AND BE IT FURTHER RESOLVED that the Mayor's Office and Paul LaManes will coordinate sign installation and a date and time for the naming ceremony.

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: May 20, 2019

AGENDA ITEM # 7

ITEM: Reappointments to Cultural & Historical Commission

PRESENTER: Mayor Joseph R. Peterson



INDIVIDUALS IN ATTENDANCE: n/a

BACKGROUND: The following commissioners have completed their terms and are being recommended for reappointment:

Nancy Bozzo
Eula Grooms
Kenneth Navarre

STRATEGIC PLAN/GOALS: To encourage and respect citizen participation and provide transparency in all city matters and to comply with and enforce all the requirements of our laws and regulations.

ACTION REQUESTED: Adopt a resolution to concur with the Mayor's request to reappoint Nancy Bozzo, Eula Grooms, and Kenneth Navarre to the Cultural & Historical Commission

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: May 20, 2019

RESOLUTION by Councilperson _____

RESOLVED the City Council that Council hereby CONCURS with the recommendation of Mayor Peterson to reappoint the following residents to the Cultural & Historical Commission:

Nancy Bozzo – Term to Expire December 2022

Eula Grooms – Term to Expire December 2021

Kenneth Navarre – Term to Expire December 2021

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: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby CONCURS with the recommendation of Mayor Peterson to reappoint the following residents to the Cultural & Historical Commission:

Nancy Bozzo – Term to Expire December 2022

Eula Grooms – Term to Expire December 2021

Kenneth Navarre – Term to Expire December 2021

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: May 20, 2019

AGENDA ITEM # 8

ITEM: Appointment to the Retirement Commission

PRESENTER: Mayor Joseph R. Peterson



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Per the Wyandotte Code of Ordinances, Sec. 2-254, the Retirement Commission shall consist of seven (7) commissioners, including a member appointed by City Council.

Robert Szczechowski's has completed his term and is being recommended for reappointment.

STRATEGIC PLAN/GOALS: n/a

ACTION REQUESTED: Adopt a resolution supporting the reappointment of Robert Szczechowski, 1292 Poplar, Wyandotte MI 48192, to the Retirement Commission.

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:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation to reappoint Robert Szczechowski of 1292 Poplar, Wyandotte, MI to the Retirement Commission. Term to expire May 2021.

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: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the City Council hereby CONCURS in Mayor Joseph Peterson's recommendation to reappoint Robert Szczechowski of 1292 Poplar, Wyandotte, MI to the Retirement Commission. Term to expire May 2021.

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: May 20, 2019

AGENDA ITEM # 9

ITEM: Hiring – Full Time Administrative Assistant (27th District Court)

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: A vacancy in the full-time staffing at the 27th District Court has arisen due to the retirement of a Clerk. The Judge of the 27th District Court has identified the creation of a full-time Judicial Administrative Assistant as a greater priority than the replacement of the Clerk position. As such, the 27th District Court Judge, recommends the hiring of Angela Boggs for this position.

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

ACTION REQUESTED: The 27th District Court Judge recommends approval of the hiring.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: There will not be any budget implications due to the recent retirement of a Clerk within the department.

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: *ADP*

LIST OF ATTACHMENTS:

1. Resume – Angela Boggs
2. Application for Employment

MODEL RESOLUTION:

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the Full Time Administrative Assistant position at the 27th District Court and

CONCURS with the recommendation of the 27th 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 Angela Boggs at Class Code 25E.

Angela Boggs

Wyandotte, MI 48192

EXPERIENCE SUMMARY

An experienced business employee interested in advancing my career. In the past I have worked in numerous business related situations that have prepared me in customer service as well as computer applications.

WORK EXPERIENCE

27th District Court Administrative Assistant January 2019 – Present

- Schedule/coordinate meetings for the Judge.
- Schedule court to schools program for the schools in Riverview and Wyandotte.
- Maintain the Judge's calendar.
- Schedule and coordinate weddings.
- Send out jury summons notices for criminal/civil trials and set up jury room for such trial.
- Answer phone calls/emails that are sent to the Judge.
- Communicate with various community organizations.
- Research information regarding a grant to establish a regional mental health court.

DiSanto Law Offices Legal Assistant July 2017 – December 2018

- Communicate daily with court officials, clients and opposing counsel to manage casework.
- Provide extensive secretarial and paralegal support; conducted legal research.
- Manage client invoices and payments.
- Draft and proofread client complaints, motions (responses) and mediation summaries.
- Organize discovery materials and attorneys' files.
- Schedule attorneys' calendar with respect to court dates, client appointments and depositions.
- Calculate and prepare child support/spousal support statements.

Wyandotte City Department Recreation Clerk December 2014 – September 2017

- Maintain recreational operation reports using Microsoft Excel.
- Greet and service customer walk-ups and phone calls.
- Manage daily billing invoices from numerous recreational activities.
- Handle cash deposits daily at end of shift.
- Create brochures and flyers using Microsoft Word.
- Provide friendly drop off service to elderly citizens.

Wyandotte Municipal Services
Dispatcher/Clerk
November 2006 – March 2014

- Provided efficient and effective assistance to service technicians.
- Dispatched all work orders to service technicians.
- Prepared cable, internet and phone work orders with the correct equipment.
- Completed inventory using Microsoft Excel bi-annually.
- Supported customer issues with necessary maintenance over the phone.
- Completed system usage upgrades with convertors and equipment.

Subway, Wyandotte, MI
Sandwich Artist/Closing Supervisor
September 2005 – September 2006

- Fostered friendly and quick service.
- Highly effective in meeting daily sales goals.
- Handled numerous monetary payments and end of shift closing responsibilities.
- Created friendly relationships with customers.

EDUCATION

Theodore Roosevelt High School
540 Eureka Road, Wyandotte
4 year Diploma

QUALIFICATIONS

- Notary Public, Michigan, January, 2018 – January 31, 2025
- Microsoft Office Suite
 - Proficient in Word, Excel and Outlook
- Productive team member
- Trained in customer service skills



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 Administrative Assistant

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

Other position you would consider _____

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

Date you can start May 15, 2019 Wage expected \$ 15.00

PERSONAL INFORMATION

Name Boggs Angela Marie
Last First Middle

Address _____
Street City State Zip
Wyandotte MI 48192

Phone Number _____ Email _____

Other last names used while working, if any Kurdzal

Are you a U.S. Citizen? ☒ Yes ☐ No

If no, specify type of entry document and work authorization n/A

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

If yes, please give specifics n/A

Are there any felony charges pending against you? NO

If yes, please give specifics n/A

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? n/a

Have you ever been employed by the City of Wyandotte? ☒ Yes ☐ No If yes, when? 2006-2014, 2014-2017

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: Bernadette Gosselin

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

n/a

Have you ever been bonded on a job? ☒ Yes ☐ No If yes, when? 2019

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Shirley Kurdzal Phone Number 734

Address _____
Street City State Zip
Wyandotte MI 48192

PERSONAL REFERENCES

(Not former employers or relatives)

Name and Occupation	Address	Phone Number
Michelle Mourguet		
Deborah McSweeney		
Paulette Byrd		

EDUCATION

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

	Name of School	City/State	Degree	Major
High School	Roosevelt High School	Wy, MI	Diploma	
College				
Other				

EMPLOYMENT HISTORY

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

Company Name 27th District Court Employed from 2019 to current
 Address 2015 Biddle Wyandotte MI 48192
 Street City State Zip
 Type of Business Court Name of Supervisor Judge Elizabeth DiSanto
 Phone Number 734-324-4475 Starting Salary 15.00 Final Salary 15.00
 Position Administrative Assistant Reason for leaving n/A
 Duties Performed manage Judge's calendar, scheduling of Courts to schools, communicate w various organizations and Judges for Judge, etc.
 If presently employed, may we contact your supervisor? ☒ Yes ☐ No

Company Name DiSanto Law Offices Employed from 2017 to 2018
 Address 2218 Biddle Ave. Wyandotte MI 48192
 Street City State Zip
 Type of Business Legal Name of Supervisor Elizabeth DiSanto
 Phone Number 734-720-9555 Starting Salary 10.00 Final Salary 13.00
 Position Secretary Reason for leaving Practice closed
 Duties Performed manage calendar, answer ph. calls/emails, invoicing, etc.
 Have you ever been suspended or discharged from employment? ☐ Yes ☒ No
 If yes, please explain n/A

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: 5/8/19 Signature: Angela Boag

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council acknowledges receipt of the communication from the City Administrator regarding the Full Time Administrative Assistant position at the 27th District Court and concurs with the recommendation of the 27th District Court Judge and hereby declares authorizes the filling of such vacancy; AND

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that the Council approves the hiring of Angela Boggs at Class Code 25E.

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: May 20, 2019

AGENDA ITEM # 10

ITEM: Viaduct Landscaping Contract 2019

PRESENTER: Joe Gruber, DDA Director

INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

Following a thorough public bidding process of the Eureka Road Viaduct Landscaping Project, the City did not receive any bids. The Downtown Development Authority and City Council together negotiated a contract with P&P Landscaping after no other companies submitted a bid or proposal.

Due to budget constraints, the project was broken out into two phases which would entail landscaping and planting of four out of the eight planter beds along the Viaduct. Following the DDA meeting on Tuesday, May 14, the DDA Board of Directors passed a resolution to reclassify funding that allows for the entire original proposal to be completed this summer and fall of FY 2018-2019, which will entail landscaping and planting of all eight planter beds along the Viaduct.

STRATEGIC PLAN/GOALS:

As stated in the DDA's Mission Statement, *"The Wyandotte Downtown Development Authority shall initiate and coordinate downtown development through design, business recruitment, promotion and the effective use of private and public space for an attractive, festive downtown atmosphere."*

ACTION REQUESTED:

The DDA is requesting the Mayor and City Council to approve the DDA-approved budget amendments, to nullify and void the existing phased contract proposal with P&P Landscaping, and to approve and sign the original full contract proposal with P&P Landscaping in order to deliver the entire project this summer.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Reclassify \$30,000.00 from the DDA Business Assistance Program Expense Account #499-200-925-801 into the DDA Viaduct Expense Account #499-200-850-520.

Nullify Current Signed Viaduct Landscaping Contract in the amount of \$109,509.08 and sign Original Recommended Viaduct Landscaping Contract in the amount of \$149,205.10.

IMPLEMENTATION PLAN:

DDA Director, Special Projects Coordinator and Assistant Superintendent of DPS will work closely with P&P Landscaping to manage and monitor the contract and to ensure the effective and efficient delivery of the project.

COMMISSION RECOMMENDATION: See DDA Board Resolution from 5/14/19 DDA Board Meeting

CITY ADMINISTRATOR'S RECOMMENDATION: *Shrysdal*

LEGAL COUNSEL'S RECOMMENDATION: NA

MAYOR'S RECOMMENDATION: *ACP*

LIST OF ATTACHMENTS:

- A) **MEMO:** DDA Viaduct Budget Amendment
- B) Current Signed Viaduct Landscaping Contract
- C) Original Recommended Viaduct Landscaping Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: May 20, 2019

RESOLUTION by Councilman_____

Resolved by City Council to approve the request of the DDA Director. AND BE IT FURTHER RESOLVED that Mayor and Council hereby APPROVE the Viaduct Budget Amendments and APPROVE the original contract proposal from P&P Landscaping.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
TREASURER



MAYOR
Joseph R. Peterson

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

JOSEPH KELLER GRUBER, MCD
DOWNTOWN DEVELOPMENT AUTHORITY DIRECTOR

May 15, 2019

MEMO: DDA Viaduct Budget Amendment

TO: Bob Szczechowski

Please reclassify \$30,000.00 from the DDA Business Assistance Program Expense Account #499-200-925-801 to the DDA Viaduct Expense Account #499-200-850-520. This reclassification corresponds with an official resolution from the DDA Meeting on May 14th, 2019 which states,

“Motion by A. Majlinger, supported by J. Jarjosa, to move \$30,000 from the DDA Business Assistance Program Expense Account #499-200-925-801 to the DDA Viaduct Expense Account #499-200-850-520 to execute the original proposal from P&P Landscaping for the entire Viaduct Reconstruction Project Contract. Roll Call, all in favor. Motion carried.”

Sincerely,

Joe Gruber, MCD
DDA Director

cc: Todd Drysdale





eureka via duct

CITY OF WYANDOTTE
3200 BIDDLE AVENUE
WYANDOTTE, MICHIGAN 48192

Sales: Phillip Petriw
3200 Biddle Avenue-Enhancement
 3200 Biddle Avenue Wyandotte, Michigan 48192

Est ID: EST1222231
Date: Mar-15-2019

The use of city hall parking lot for delivery and staging /storage of equipment and materials through the various stages of this project .

boulder /stone installation **\$59,243.41**

installation of approx 18boulder /limestone slabs 16-18 in thick approx1 ton each
 installation of approx 23 boulder /limestone slabs 21-23in thick approx 1-3 ton each
 installation of approx 39 boulder /limestone slabs 26-28 in thick approx 3-5 ton each
 beds 1-5-4-8

soil building **\$6,906.75**

installation of approx 90 cubic yards of garden bed soil installed in concrete planter beds

intial cleanup/weeding **\$21,073.80**

general cleanup of all planting beds and hill sides of in reference to plan ,removal of trash ,leaves,weeds and scrub tree and misc vines .An application of commercial grade pre emergent

planting and watering schedule **\$19,105.82**

general planting of plants as described in plan ,beds 1-5-3-7 ,watering schedule cost may be reduce if planting is completed

in late summer early fall to avoid summer heat stress.

mulch

\$3,179.30

installation of 3 inches of hardwood mulch in concrete planting beds after planting of plants.

Subtotal	\$109,509.08
Taxes	\$0.00
Estimate Total	\$109,509.08

Payment Terms and Conditions

Upon the acceptance of the work, 1/3 down per work area that is scheduled for work and progression payment of 1/3 mid way, then final balance due upon completion of each work area completed. Each line item is considered a work area.

- Client has a thirty (30) day review period upon receipt of an invoice to review and pay any invoice. In the event Client has an objection to any portion of an invoice within the thirty (30) day review period, Client shall notify Contractor Inc. in writing and the parties agree to meet to discuss and attempt to resolve the dispute. During said period, there will be no interest accruing or any lien on any property. If the parties cannot resolve the dispute within sixty (60) days of Client's receipt of the invoice, Client shall place the disputed amount in escrow and the parties agree to have mediation on the disputed amount. Any invoice not disputed shall be paid within thirty (30) days of receipt by Client.
- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges, including weak concrete&asphalt walks ,curbs and parking lots .

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. Provided contractor submitted the proposed changes prior to making any changes to the client & provided client approved the same in writing. All changes to Work or pricing or the

terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice. *Change Notice:* Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval. For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Damage to neighbors buried utilities,** on the Client's property, are the responsibility of the Client.
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- **Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- **Warranty Time Period:** the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the survival. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- **Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the

Contractor – prior to purchasing and/or installing such materials.

- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Contractor:



Phillip Petriw

Client:

Signature Date:

04/25/2019

Signature Date:

P&P landscape (Via -duct Proposal)

CITY OF WYANDOTTE
3200 BIDDLE AVENUE
WYANDOTTE, MICHIGAN 48192

Sales: Phillip Petriw
wyandotte Via-Duct project
3200 Biddle Avenue Wyandotte, Michigan 48192

Est ID: EST1222231
Date: Mar-15-2019

Email:
Phone:

The use of city hall parking lot for delivery and staging /storage of equipment and materials through the various stages of this project .

boulder /stone installation **\$89,471.94**

installation of approx 36 boulder /limestone slabs 16-18 in thick approx 1 ton each
installation of approx 42 boulder /limestone slabs 21-23in thick approx 1-3 ton each
installation of approx 60 boulder /limestone slabs 26-28 in thick approx 3-5 ton each

soil building **\$6,843.15**

installation of approx 90 cubic yards of garden bed soil installed in concrete planter beds

intial cleanup/weeding **\$21,073.80**

general cleanup of all planting beds and hill sides of in reference to plan ,removal of trash ,leaves,weeds and scrub tree and misc vines .An application of commercial grade pre emergent

planting and watering schedule **\$28,496.91**

general planting of plants as described in plan ,watering schedule cost may be reduce if planting is completed in late summer early fall to avoid summer heat stress.

installation of 3 inches of hardwood mulch in concrete planting beds after planting of plants.

Subtotal	\$149,205.10
Taxes	\$0.00
Estimate Total	\$149,205.10

Payment Terms and Conditions

Upon the acceptance of the work, 1/3 down per work area that is scheduled for work and progression payment of 1/3 mid way, then final balance due upon completion of each work area completed. Each line item is considered a work area.

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- The act of non-payment creates a lien in favor of the Contractor Inc. in any and all equipment and property of the Client in the possession of the Contractor Inc. as well as in the Work in progress as at the date of termination. the Contractor Inc. shall be at liberty to retain possession of the same pending payment in full.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a detailed Topographical survey completed, the above clause may come into effect.
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges, including weak concrete/asphalt walks, curbs and parking lots.

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice. **Change Notice:** Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval. For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.**
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- **Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- **Warranty Time Period:** the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the survival. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- **Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or

after material is purchased or constructed.

Contractor:



Phillip Petriw

Client:

Signature Date:

03/25/2019

Signature Date:

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves the request of the DDA Director; AND

BE IT FURTHER RESOLVED that Mayor and Council hereby approve the Viaduct Budget Amendments and approve the original contract proposal from P&P Landscaping.

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: May 20, 2019

AGENDA ITEM # 11

ITEM: Designation of Street Administrator

PRESENTER: Gregory J. Mayhew, City Engineer



INDIVIDUALS IN ATTENDANCE: Gregory J. Mayhew, City Engineer

BACKGROUND: The Michigan Department of Transportation, requires the designation of a Street Administrator to act on behalf of the municipality in transactions with the State in accordance with Section 13(9) of Act 51, Public Acts of 1951. The attached Resolution of Designation of Street Administrator designating Greg Mayhew will satisfy this requirement.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Designate Greg Mayhew as the Street Administrator by completing and adopting MDOT Form 2012 Resolution for Designation of Street Administrator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN: Signing by the City Clerk and Greg Mayhew and forwarding resolution to MDOT.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: MDOT Form 2012 Resolution for Designation of Street Administrator.

PROPOSED RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Mayor and City Council that Gregory J. Mayhew be designated as Street Administrator and that MDOT Form 2012 Resolution for Designation of Street Administrator be completed and submitted to the Michigan Department of Transportation, Financial Operations department.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman

Calvin

DeSana

Maiani

Sabuda

Schultz

RESOLUTION FOR DESIGNATION OF STREET ADMINISTRATOR

*This information is required by Act 51, P.A. 1951 as amended. Failure
to supply this information will result in funds being withheld.*

MAIL TO: Michigan Department of Transportation, Financial Operations
Division, P.O. Box 30050, Lansing, MI 48909.
or Fax to: 517-373-6266

NOTE: Indicate, if possible, where Street Administrator can usually be reached during normal
working hours, if different than City or Village Office. List any other office held by the Administrator.

Councilperson or Commissioner _____
offered the following resolution and moved its adoption:

Whereas, Section 13(9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which
funds are returned under the provisions of this section, that, "the responsibility for street improvements,
maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities
and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the
governing body who shall be responsible for and shall represent the municipality in transactions with the State
Transportation Department pursuant to this act."

Therefore, be it resolved, that this Honorable Body designate _____ Gregory J. Mayhew _____

_____ as the single Street Administrator for the City or Village of
_____ Wyandotte _____ in all transactions with the State Transportation Department
as provided in Section 13 of the Act.

Supported by the Councilperson or Commissioner _____

Yeas _____

Nays _____

I hereby certify that the foregoing is a true and correct copy of a resolution made and adopted at a regular meeting
of the governing body of this municipality on the _____ day of _____

CITY OR VILLAGE CLERK (SIGNATURE)	EMAIL ADDRESS lstec@wyandottemi.gov	DATE
STREET ADMINISTRATOR (SIGNATURE)	EMAIL ADDRESS gmayhew@wyandottemi.gov	DATE
ADDRESS OF CITY OR VILLAGE OFFICE 3200 Biddle Avenue		P.O.BOX
CITY OR VILLAGE Wyandotte	ZIP CODE 48192	PHONE NUMBER (734) 324-4554

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Mayor and City Council that Gregory J. Mayhew be designated as Street Administrator and that MDOT Form 2012 Resolution for Designation of Street Administrator be completed and submitted to the Michigan Department of Transportation, Financial Operations department.

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: May 20, 2019

AGENDA ITEM # 12

ITEM: Fort Street and Eureka Road Sign Landscaping Maintenance

PRESENTER: Gregory J. Mayhew, City Engineer



INDIVIDUALS IN ATTENDANCE: Greg Mayhew, City Engineer

BACKGROUND: The landscaping at the Wyandotte sign at Fort Street and Eureka Road is falling into a state of poor growth and maintenance. The Downtown Development Authority (DDA) has determined a need for maintenance of the planting beds at this location.

A quote was received from P & P Landscaping to perform the maintenance work for an amount of \$4,742.09. P & P Landscaping has been approved to perform landscaping work at the Eureka Viaducts and will be able to perform this work concurrently. This work is proposed to be funded from the Fort St. Sign/Fountain/Purple Heart account in the DDA Fund Budget. The account balance is \$6,666.38.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to creating visually attractive gateways into the Downtown and the City on major roads and avenues.

ACTION REQUESTED: Approve the proposal from P & P Landscaping to perform landscaping maintenance at the Fort Street and Eureka Road Sign in the amount of \$4,742.09.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: This work is to be funded thru Account # 499-200-850-542 Fort St. Sign/Fountain/Purple Heart Fund.

IMPLEMENTATION PLAN: If approved by City Council, authorize the signing of the P & P Landscaping proposal and issue a Notice to Proceed.

COMMISSION RECOMMENDATION: Approved by the DDA.

CITY ADMINISTRATOR'S RECOMMENDATION: 

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

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: P & P Landscaping Proposal.

PROPOSED RESOLUTION:

Wyandotte, Michigan

Date: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves the proposals from P & P Landscaping to perform landscaping maintenance activities at the Fort Street and Eureka Road Sign in the amount of \$4,742.09, and further, the work shall be funded from Account # 499-200-850-542 Fort St. Sign/Fountain/Purple Heart Fund.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz



Fort And Eureka Sign Maintenance

CITY OF WYANDOTTE
32000 BIDDLE AVENUE
WYANDOTTE, MICHIGAN 48192

Sales: Phillip Petriw
fort and eureka sign maintenance
Biddle Avenue Wyandotte, Michigan 48192

Est ID: EST1295291

Date: Apr-23-2019

landscape bed maintenance early spring

\$1,789.62

general cleanup/weeding

installation of approx 20 yards brown dyed mulch (supplied by DPW)

edging of beds and removal of excess soil

trimming of shrub and cutting back of plants

application of pre emergent weed control

late spring early summer maintenance

\$756.05

general cleanup /weeding

shrub trimming

apllication of pre emergent

mid summer maintenance

\$1,229.16

general cleanup /weeding

edging of beds

P&P landscaping
po box 536
wyandotte

P.313-443-7067
F.734-258-8385

PandPlawns.com
info@PandPlawns.com
page 1 of 4

top coating of brown dyed mulch approx 12-16 yards

application of pre emergent

fall cleanup

\$967.26

general cleanup/weeding

final shrub trimming

cutting back of plants

Subtotal	\$4,742.09
Taxes	\$0.00
Estimate Total	\$4,742.09

Payment Terms and Condition

invoice will be submitted after work is complete

- Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.
- Client has a thirty (30) day review period upon receipt of an invoice to review and pay any invoice. In the event Client has an objection to any portion of an invoice within the thirty (30) day review period, Client shall notify Contractor Inc. in writing and the parties agree to meet to discuss and attempt to resolve the dispute. During said period, there will be no interest accruing or any lien on any property. If the parties cannot resolve the dispute within sixty (60) days of Client's receipt of the invoice, Client shall place the disputed amount in escrow and the parties agree to have mediation on the disputed amount. Any invoice not disputed shall be paid within thirty (30) days of receipt by Client.
- Upon the acceptance of the work, 1/3 down per work area that is scheduled for work and progression payment of 1/3 mid way, then final balance due upon completion of each work area completed. Each line item is considered a work area.
- Notwithstanding anything contained herein to the contrary, the completion date of the Work shall be deemed to be extended by that number of days equal to any delay in payment to the Contractor Inc.

Exclusions

The Following matters are excluded from the Work, unless specified in writing to the contrary:

- Electrical Work is to be done by a certified electrician only and is always additional to the Contract.
- Iron railings removed during construction are always re-attached at an additional cost.
- Damage to existing irrigation lines during construction is considered to be an additional cost.
- Drainage: Should the Client's property be the lowest elevation in relation to surrounding property or buildings, the Contractor, Inc. reserves the right to retain a Soil Engineer to evaluate and propose drainage solutions. All costs for engineering services, as well as the actual drainage work will be at the Client's expense. Unless the Client has a

P&P landscaping
po box 536
wyandotte

P.313-443-7067
F.734-258-8385

PandPlawns.com
info@PandPlawns.com

page 2 of 4

- detailed Topographical survey completed, the above clause may come into effect.
- Painting and Staining
- Conduit and connections for electrical, gas, and all other utilities and services
- Site Unknowns: Including, but not limited to, sub-surface conditions/obstacles that create unforeseen labor, equipment, material or disposal charges

Procedure for Extra Work and Changes

If it shall become necessary for the Contractor to make changes in any designs, drawings, plans, software, reports or specifications for any part of the project or reasons over which we have no control, or we are put to any extra work, cost or expense by reason of any act or matter over which it has no control, the Customer will pay to the Contractor a fee for such changed or extra Work calculated on a time and materials basis. Provided contractor submitted the proposed changes prior to making any changes to the client & provided client approved the same in writing. All changes to Work or pricing or the terms of this Agreement will be read and understood within the context and meanings of this Agreement unless stated explicitly to the contrary. Extras to the Contract are payable by the Owner forthwith upon receipt of the Company's invoice.

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), the Contractor will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Warranty and Tolerances

- **Payments Received:** The Warranty for the contract is only valid if payment is received in full on acceptance of the work.
- **Diligence:** the Contractor agrees to carry out its Work diligently and to provide sufficient supervision and inspection of its staff and subcontractors and that its work will be of proper and professional quality, and in full conformity with the requirements of the contract.
- **Competence:** the Contractor warrants that it is competent to perform the Work and that it has the necessary qualifications including knowledge and skill with the ability to use them effectively.
- **Site Unknowns:** It is the responsibility of the Client or the Client's Representative to fully inform the Contractor of all the information regarding site unknowns that may include difficult buried materials, cables, and pipes, tree stumps, drainage or water table issues, rock and shale sub-surfaces and/or other impediments, issues or factors that could otherwise impact the quality, cost and timeliness of project completion. Failure to notify the Contractor may lead to additional costs to the Client (at the Contractor's discretion) and schedule time not included in the Quotation in Schedule 1, and may require changes in design and construction to overcome such problems – all for which the Client will be responsible. Client can avoid such risks by permitting the Contractor to do appropriate soil and ground tests, review the site, and to secure additional required site information from appropriate government and other authorities. The cost(s) of such additional work is not included in the Quotation in Schedule 1 attachment.
- **Damaged Utilities:** Should damage occur to utilities during construction, the Contractor is only liable for the cost of the repair. the Contractor is not liable in any way for inconvenience to the Client caused by damage to the utilities.
- **Damage to neighbors buried utilities, on the Client's property, are the responsibility of the Client.**
- **Building/Window/Vehicle Washing:** Buildings, windows, or vehicles of the Client, including neighbors, are not intended to be kept clean due to dust during Construction or Work performed by the Contractor. Any necessary cleaning due to Construction or Work by the Contractor will be the responsibility of the Client.

Material Tolerances

- **Wood:** Pressure treated wood cannot be guaranteed against warp age, checking, or cupping. Cedar is expected to

crack especially 6X6 up to 3/8 inch gaps and the entire length of the wood. Ipe is expected to crack especially 4X4 up to 3/8 inch gaps and the entire length of the wood.

- **Stone:** Natural stone has color variations that vary from stone to stone. In addition, mineral deposits such as lime, iron, etc. can change the stone and even bleed. This is the nature of the product and the Client accepts this as a natural and acceptable quality of the stone.
- **Metal:** Metal, which is not galvanized, is not guaranteed from rusting commencing immediately after installation.
- **Concrete:** Spider cracks (hairline stress-fractures) are considered a normal characteristic of all types of concrete. Concrete may crack substantially over time due to proximity of tree roots. Colored concrete consistencies vary from truck to truck; therefore it is not possible to produce an exact match with pours over nine meters. The Client absolves the Contractor of liability if "smooth" concrete is the desired finish (due to slippage).
- **Warranty Time Period:** the Contractor warrants all construction and installation for a period of one (1) year, providing that they have been maintained properly. All construction materials are subject to manufacturer's specific warranties/guarantees. Planting is warranted for one (1) year if there is an approved irrigation system.
- **Client Responsibilities:** The Client recognizes and agrees that they have a responsibility to maintain constructions, plants, bushes, trees, and other installations in keeping with standard quality maintenance requirements in order for the Warranty to remain in affect. Failure to properly maintain materials or horticulture installations will void the warranty. Client further recognizes and agrees that damage to construction, materials, horticulture elements and other warrantable items of the project will not be warranted if the damage or loss is due to elements beyond the control of the Contractor. For example, flooding eaves troughs that damage plants, fallen branches, animal caused damage, frozen/ burst irrigation or drainage pipes that were not seasonally drained at the proper time, use of improper chemicals, improper maintenance, extreme or unusual weather conditions, and similar and/or related situations – void all warranties provided by the Contractor.
- **Use of Client Selected and Approved Substandard Materials:** Client recognized and agrees that if the Client has chosen and approved the use of substandard materials for any application that the one year warranty will be void or otherwise limited in writing on those items so impacted, but will remain in affect for all other elements of the project not impacted directly or indirectly by use of substandard materials. the Contractor will notify in writing to the Client any material that the Client has selected that would negatively impact the one year warranty of the Contractor – prior to purchasing and/or installing such materials.
- **Material Grades:** The Client recognizes that all materials come in a range of grades of quality and finishes, and that natural materials are not perfect. Natural wood have knots, and other natural materials have variability in color due to a wide range of factors, and that sample while useful in material selection decision-making, cannot be expected to accurately represent the total completed surface of a given construction or installation. the Contractor shall endeavor to enable the Client to see or understand the representative range of color, surface texture, and related of all materials begin seriously considered for installation on a project, however, it will be responsibility of the Client for the final selection of those materials. Once the selection has been approved by the Client, the Client will be responsible for all costs associated with changing any given material should the Client change their mind during or after material is purchased or constructed.

Contractor:


Phillip Petriw

Client:

Signature Date:

05/08/2019

Signature Date:

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council approves the proposals from P & P Landscaping to perform landscaping maintenance activities at the Fort Street and Eureka Road Sign in the amount of \$4,742.09, and further, the work shall be funded from Account # 499-200-850-542 Fort St. Sign/Fountain/Purple Heart Fund.

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: May 20, 2019

AGENDA ITEM # **13**

ITEM: Central Business District (CBD) Snow Removal Assessment

PRESENTER: Gregory J. Mayhew, City Engineer



INDIVIDUALS IN ATTENDANCE: Gregory J. Mayhew, City Engineer

BACKGROUND: The Department of Public Service performs snow removal for the Central Business District in accordance with Section 32-53 through Section 32-55 of the City Charter. Attached please find the Snow Removal Roll for the 2018-2019 winter season.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: The City Assessor to spread said charges on the 2019 Tax Roll against said properties.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Snow Roll 2018 - 2019

MODEL RESOLUTION:

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Council concurs in the recommendation of the City Engineer in his communication regarding the Snow Removal for the Central Business District, performed by the Department of Public Service; AND

BE IT FURTHER RESOLVED that Council directs the City Assessor to spread said charges on the 2019 Summer Tax Roll against said properties.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

WORK ORDER #68212
PARKS DEPT. SNOW ROLL CBD
2018 – 2019

Material	2,709.88
Equipment	7,711.46
Labor	5,444.85
Fringe (.5796)	3,155.83
TOTAL	19,022.02

City of Wyandotte			
Allocation of Snow Removal - Central Business District			
2018 - 2019			
		Total Cost	\$19,022.02
sidwell #	I.f.	%	Amount to Be Billed
010-12-0005-000	459.68	1.82%	\$346.45
010-18-0001-000	280.00	1.11%	\$211.03
010-18-0006-301	50.00	0.20%	\$37.68
010-18-0007-000*	560.00	2.22%	\$422.06
010-20-0005-000	460.00	1.82%	\$346.70
011-03-0001-001	150.00	0.59%	\$113.05
011-03-0001-002	38.48	0.15%	\$29.00
011-03-0002-000	50.00	0.20%	\$37.68
011-03-0003-001	100.00	0.40%	\$75.37
011-03-0005-001	19.00	0.08%	\$14.32
011-03-0005-002	57.00	0.23%	\$42.96
011-03-0006-002	144.00	0.57%	\$108.53
011-03-0007-000*	558.48	2.21%	\$420.92
010-21-0005-000*	230.00	0.91%	\$173.35
010-21-0008-001*	43.00	0.17%	\$32.41
011-05-0004-000	294.72	1.17%	\$222.13
011-05-0005-002	29.00	0.11%	\$21.86
011-05-0006-002	21.00	0.08%	\$15.83
011-05-0006-003	25.00	0.10%	\$18.84
011-05-0007-001	25.00	0.10%	\$18.84
011-05-0007-002	25.00	0.10%	\$18.84
011-05-0008-000	415.93	1.65%	\$313.48
011-08-0001-001	160.00	0.63%	\$120.59
011-08-0001-002	42.00	0.17%	\$31.65
011-08-0002-002	44.48	0.18%	\$33.52
011-08-0003-001	33.70	0.13%	\$25.40
011-08-0003-003	51.54	0.20%	\$38.84
011-08-0004-001	51.54	0.20%	\$38.84
011-08-0004-002	51.54	0.20%	\$38.84
011-08-0005-001	44.32	0.18%	\$33.40
011-08-0005-002	58.76	0.23%	\$44.29
011-08-0006-306	51.57	0.20%	\$38.87
011-08-0006-002*	88.12	0.35%	\$66.41
011-08-0006-003*	70.36	0.28%	\$53.03
011-08-0006-005*	28.95	0.11%	\$21.82
011-99-0001-001	212.04	0.84%	\$159.81
011-99-0002-000	58.54	0.23%	\$44.12
011-99-0003-000	70.86	0.28%	\$53.41
011-99-0004-000	105.54	0.42%	\$79.54
011-99-0005-000	41.06	0.16%	\$30.95
011-06-0008-300	200.00	0.79%	\$150.74
011-06-0009-000	50.00	0.20%	\$37.68
011-06-0010-000	50.00	0.20%	\$37.68
011-06-0011-000	350.00	1.39%	\$263.79
011-07-0001-000	50.00	0.20%	\$37.68
011-07-0002-000*	50.00	0.20%	\$37.68
011-07-0003-000*	50.00	0.20%	\$37.68
011-07-0004-000*	150.00	0.59%	\$113.05
011-07-0007-000*	190.00	0.75%	\$143.20
011-07-0008-000*	315.00	1.25%	\$237.41
011-07-0011-002	75.00	0.30%	\$56.53
011-07-0013-000	240.00	0.95%	\$180.88
011-09-0001-000	260.00	1.03%	\$195.96
011-09-0003-002	80.00	0.32%	\$60.29
011-09-0005-000	180.00	0.71%	\$135.66

011-09-0006-001	25.00	0.10%	\$18.84
011-09-0006-002	25.00	0.10%	\$18.84
011-09-0007-000*	100.00	0.40%	\$75.37
011-09-0009-000	50.00	0.20%	\$37.68
011-09-0010-001	22.00	0.09%	\$16.58
011-09-0010-002	158.00	0.63%	\$119.08
011-09-0011-000	50.00	0.20%	\$37.68
011-09-0012-000	50.00	0.20%	\$37.68
011-09-0013-000	50.00	0.20%	\$37.68
011-09-0014-001	70.00	0.28%	\$52.76
011-09-0014-002	120.00	0.48%	\$90.44
011-10-0001-001	230.00	0.91%	\$173.35
011-10-0003-001	50.00	0.20%	\$37.68
011-10-0004-302	315.62	1.25%	\$237.88
011-10-0007-300	50.00	0.20%	\$37.68
011-10-0008-001	25.00	0.10%	\$18.84
011-10-0008-002*	25.00	0.10%	\$18.84
011-10-0009-001	25.00	0.10%	\$18.84
011-10-0009-002	25.00	0.10%	\$18.84
011-10-0010-000	184.48	0.73%	\$139.04
011-10-0011-002	170.00	0.67%	\$128.13
011-12-0001-300	311.00	1.23%	\$234.40
011-12-0004-311	134.68	0.53%	\$101.51
011-18-0001-000	26.33	0.10%	\$19.85
011-18-0002-000	26.33	0.10%	\$19.85
011-18-0003-000	26.33	0.10%	\$19.85
011-18-0004-000	26.33	0.10%	\$19.85
011-18-0005-000	26.33	0.10%	\$19.85
011-18-0006-000	26.33	0.10%	\$19.85
011-18-0007-000	26.33	0.10%	\$19.85
011-12-0008-000	215.00	0.85%	\$162.04
011-12-0009-002	65.00	0.26%	\$48.99
011-12-0010-002	60.00	0.24%	\$45.22
011-12-0012-000	50.00	0.20%	\$37.68
011-12-0013-000	50.00	0.20%	\$37.68
011-12-0014-000	190.00	0.75%	\$143.20
011-13-0001-000	190.00	0.75%	\$143.20
011-13-0002-000	50.00	0.20%	\$37.68
011-13-0003-000	50.00	0.20%	\$37.68
011-13-0004-000	50.00	0.20%	\$37.68
011-13-0005-000	50.00	0.20%	\$37.68
011-13-0006-000	50.00	0.20%	\$37.68
011-13-0007-000	190.00	0.75%	\$143.20
011-13-0008-300*	275.00	1.09%	\$207.26
011-13-0010-310	80.00	0.32%	\$60.29
011-13-0012-002*	275.00	1.09%	\$207.26
011-14-0001-000*	1,000.00	3.96%	\$753.69
011-15-0001-000	201.50	0.80%	\$151.87
011-15-0004-002	25.00	0.10%	\$18.84
011-15-0005-002	46.60	0.18%	\$35.12
011-15-0007-002	21.90	0.09%	\$16.51
011-15-0008-001	20.00	0.08%	\$15.07
011-15-0008-002	20.00	0.08%	\$15.07
011-15-0009-002	255.00	1.01%	\$192.19
011-15-0015-000	145.00	0.57%	\$109.28
011-15-0016-000	50.00	0.20%	\$37.68
011-15-0018-000*	102.00	0.40%	\$76.88
011-15-0022-002*	73.00	0.29%	\$55.02
011-15-0025-000*	75.00	0.30%	\$56.53
011-15-0028-000	25.00	0.10%	\$18.84
011-15-0029-001	85.00	0.34%	\$64.06
011-15-0029-002	60.00	0.24%	\$45.22
011-15-0030-000	157.50	0.62%	\$118.71
011-15-0031-002	25.00	0.10%	\$18.84
011-15-0032-002	25.00	0.10%	\$18.84

011-15-0033-002	30.00	0.12%	\$22.61
011-15-0034-002	27.50	0.11%	\$20.73
011-15-0035-002	30.00	0.12%	\$22.61
011-15-0037-000	50.00	0.20%	\$37.68
011-15-0039-301	197.00	0.78%	\$148.48
011-15-0044-000*	100.00	0.40%	\$75.37
011-15-0056-000*	195.00	0.77%	\$146.97
011-15-0069-002*	153.00	0.61%	\$115.31
011-15-0075-301*	322.00	1.28%	\$242.69
020-01-0001-001	674.22	2.67%	\$508.15
020-01-0001-002*	1,160.00	4.60%	\$874.28
020-01-0002-000*	327.88	1.30%	\$247.12
020-01-0008-002*	11.40	0.05%	\$8.59
020-01-0008-003	288.63	1.14%	\$217.54
020-01-0008-004	76.12	0.30%	\$57.37
020-01-0009-301	376.15	1.49%	\$283.50
020-01-0003-004	244.21	0.97%	\$184.06
020-01-0004-304	159.27	0.63%	\$120.04
020-01-0004-002	159.27	0.63%	\$120.04
020-38-0003-303	50.00	0.20%	\$37.68
E Biddle-Pine to Wye*	3,614.18	14.32%	\$2,723.96
Viaducts	2,650.00	10.50%	\$1,997.27
*indicates city property			
Total I.f.	25,238.65	100.00%	19,022.02
	should = total I.f.	should = 100%	should = \$total

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the Council concurs in the recommendation of the City Engineer in his communication regarding the Snow Removal for the Central Business District, performed by the Department of Public Service; AND

BE IT FURTHER RESOLVED that Council directs the City Assessor to spread said charges on the 2019 Summer Tax Roll against said properties.

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: May 20, 2019

AGENDA ITEM # **14**

ITEM: Zoning Ordinance Amendments to RM-2 (Townhouses Residential District), CBD (Central Business District), B-2 (General Business District) and IRO (Industrial Research Office Districts)

PRESENTER: Gregory J. Mayhew, City Engineer



INDIVIDUALS IN ATTENDANCE: Gregory J. Mayhew, City Engineer

BACKGROUND: The following attached Zoning Changes should be adopted to comply with the Land Use and Institutionalized Person Act of 2000 by adding churches, mosques and synagogues to Zoning Districts RM-2 (Townhouses Residential District), CBD (Central Business District), B-2 (General Business District) and IRO (Industrial Research Office Districts). Please refer this proposed Ordinance change to the Planning Commission for the required public hearing.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objective of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents.

ACTION REQUESTED: Refer the proposed changes to the Zoning Ordinance to the Planning Commission for the required public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Hold public hearing and if approved hold 1st and 2nd reading of the Ordinance.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

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

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Proposed Ordinance changes

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from the City Engineer regarding the changes to the RM-2 (Townhouses Residential District), CBD (Central Business District), B-2 (General Business District) and IRO (Industrial Research Office Districts). Zoning Districts regarding complying with the Land Use and Institutionalized Person Act of 2000 is hereby received and placed on file; AND

BE IT FURTHER RESOVLED that said proposed Zoning Ordinance changes as recommended by the City Engineer are referred to the Planning Commission for the required public hearing.

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 THE CITY OF WYANDOTTE
ZONING ORDINANCE TO AMEND
CERTAIN PORTIONS OF ARTICLE VII. RM-1 DISTRICT, ARTICLE XIII. CBD CENTRAL BUSINESS
DISTRICT, ARTICLE IXV, B-2 DISTRICT AND ARTICLE XVLLL. IRO DISTRICT

CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN ORDAINS:

Section 1. Purpose and Intent

It is determined necessary for the health, safety and welfare of the City to adopt this article regulating the definitions to comply with the Land Use and Institutionalized Person Act of 2000.

Section 2. Add to Article VII. RM-2 Townhouse Residential District, Section 801 Special Uses by adding Subsection B:

B. Churches, Mosques and Synagogues

Section 3. Add to Article XIII, CBD Central Business District, Section 1300, Principal Uses Permitted by adding Subsection Q:

Q. Churches, Mosques and Synagogues

Section 4. Amendment to Article XIV. B-2 General Business Districts, Section 1401, Special Uses, Subsection I as follows:

I. Private clubs and lodges.

NOTE: Section 1400- Principal Uses Permitted in B-2 Section A will permit churches as a principal use so needs to be deleted as a Special Use.

Section 5. Add to Article XVIII. IRO Industrial Research Office District, Section 1800, Principal Uses Permitted by adding Subsection I:

I. Churches, Mosques and Synagogues

Section 6. Reservation of Rights.

Nothing in this Ordinance or in the Code hereby adopted 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 7. 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 8 . Conflicting Ordinances.

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 9 . Effective

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

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

YEAS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

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 _____, 200__.

Lawrence S. Stec, City Clerk

Joseph R. Peterson, Mayor

NOTICE OF ADOPTION

The City of Wyandotte Zoning Ordinance has been amended as follows:

The effective date of this Ordinance is _____. A copy of this Ordinance may be purchased or inspected at the City of Wyandotte Clerk's Office, 3200 Biddle Avenue, Wyandotte, Michigan, between the hours of 8:00 a.m. and 5:00 p.m., Monday

through Friday.

RESOLUTION

DATE: May 20, 2019

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from the City Engineer regarding the changes to the RM-2 (Townhouses Residential District), CBD (Central Business District), B-2 (General Business District) and IRO (Industrial Research Office Districts). Zoning Districts regarding Land Use and Institutionalized Person Act of 2000 is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that said proposed Zoning Ordinance changes as recommended by the City Engineer are referred to the Planning Commission for the required public hearing.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

NAYS

RESOLUTION

DATE: May 20, 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 & MINUTES

CITY OF WYANDOTTE BEAUTIFICATION COMMISSION MEETING MINUTES, APPROVED APRIL 10, 2019

Members Present: John Darin, Chairman, Kelly Dodson, Barbara Freese, Noel Galeski, Wendy Leach, Stephanie Pizzo, Alice Ugljesa

Members Excused: Michael Bak, Andrea Fuller, Patricia Iacopelli

Guest(s): None

1. Call to Order: The meeting was called to order by John at 6:04 pm.
2. Approval of Agenda: Motion was made by Alice, seconded by Wendy, to approve this meeting's agenda as presented. The motion was approved.
3. Reading and Approval of Previous Minutes:
 - a. March 13, 2019 Regular Meeting: After review of the minutes, Noel made a motion, seconded by Alice, to approve the draft minutes of the March 13, 2019 regular meeting of the Beautification Commission, without change. The motion was approved.
4. Chairperson's Report:
 - a. Documents: An updated Attendance Log was distributed.
5. Treasurer's Report:
 - a. FY 2018-2019 Expense Report: There were accrued expenses for Spring Dig-In in the amount of \$3,265.23 posted to the TIF Primary account, leaving a current balance of \$4,233.24. There were no expenses posted to the GFM Reserve account, leaving a current balance of \$276.24. A header will be added on page 2 of the report to clarify the fact that the Commission has acted in the capacity of an agent to purchase plant material for the Purple Heart Memorial Garden and the Vietnam Veteran's Memorial from separate segregated accounts.
6. Public & Media Relations and Event Marketing Report:
 - a. Event Marketing: Andrea has been promoting the Spring Clean-Up and Dig-In.
 - b. Perennial Exchange: Andrea forwarded an email from John Samyn regarding an upcoming plant exchange on Saturday, May 11th at the Wyandotte Library.
7. "Adopt-A-Spot in Wyandotte" Program Update:
 - a. New Applicants: John reviewed new applications from Ms. Tracey DeHart to adopt the WWI Memorial, and Ms. Jennifer White Drumm (who will be working with Wendy Leach) to adopt the BASF Park Gazebo, Settler's Statue, and Wyandot Indians Statue. Both applications were reviewed. John made a motion, seconded by Noel, to approve the DeHart application. Motion was approved. John made a motion, seconded by Kelly, to approve the Drumm application. Motion was approved. John will contact both applicants and inform them of the approval. There was discussion regarding plantings at the Bishop Park Log Cabin. It was noted that there is interest among commissioners to plant the flower boxes and cabin perimeter.
 - b. Communications to AAS Volunteers: John reported that he has emailed all Adopt-A-Spot volunteers to confirm their participation in 2019. The Volunteer for the Welcome Sign at Biddle and North Drive has been the only person to respond to date. He requested topsoil and mulch, which Brian Martin of DPS indicated that they will provide at no charge.
 - c. Milkweed Planted at BASF Park Shoreline Sidewalk: Wendy reported that various varieties of milkweed were sown and planted along the Detroit River shoreline. There were a number of metal informational signs specific to the milkweed variety that were designed, produced, and installed by DPS along the shoreline. Many thanks to our DPS friends for this pollinator effort!

8. Community Garden Relocation Update: As a follow-up to a discussion at the Commission's March meeting, John reported that Brian Martin has decided on using Ohio #8 Stone for the open surfaces around the community garden beds, because of its stability under weight loads when walked on, as opposed to pea gravel, which can shift under weight, and poses a potential slip and fall hazard. John brought in samples of the #8 stone and pea gravel for comparison. Community garden applications are being received. A final call will be made to 2018 community gardeners for application renewals. Bed availability will be posted on the Commission's Facebook page if there are open beds remaining by the end of April. It is hoped that the community garden will be ready for planting by Mother's Day.
9. Spring Hanging Baskets: Alice reported that the hanging baskets have been ordered, and are scheduled for delivery and installation on F, May 17th.
10. Spring Clean-Up Planning: Noel reviewed the Spring Clean-Up Plan, and confirmed arrangements and commissioner responsibilities. Andrea and Kelly are anticipating 50+ volunteers for this event. John reported that he purchased 10 additional shrub rakes and a 2 hedge trimmers for the clean-up, as requested, through the Commission's Lowe's LAR account. In addition, John received a voucher for 10 cases of bottled water, courtesy of Keep American Beautiful, which has been picked-up from Lowe's. Also, a Great American Clean-Up banner has been received from KAB at no charge to the Commission; KAB arranged for the Beautification Commission logo to be printed on the banner. It is currently mounted on the west viaduct bridge fencing on the way in to downtown. Additional free bags may not be available this year.
11. Spring Dig-In Planning: Alice distributed the 2019 Planting Plans. John will scan and email copies to all commissioners. Alice reviewed the Four Star orders for the DDA, Purple Heart Memorial Garden, and Vietnam Veteran's Memorial plantings, which will be paid upon delivery. It was reported that mulch will be delivered to BASF Park in preparation for the Dig-In. Mulch will be delivered to DDA district after all sites have been planted.
12. Old Business: There was no Old Business.
13. New Business: There was no New Business.
14. Round-Table Reports and Announcements: There were no Round-Table Reports or Announcements.
15. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, May 80, 2019 at 6:00 pm at City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
16. Adjournment: The meeting was adjourned at 8:00 pm.



John M. Darin
Chairman, Wyandotte Beautification Commission

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT
MAY 8, 2019

Members Present: John Darin, Chairman, Kelly Dodson, Barbara Freese, Noel Galeski, Wendy Leach, Stephanie Pizzo, Alice Ugljesa

Members Excused: Michael Bak, Andrea Fuller, Patricia Iacopelli

Guest(s): None

1. Call to Order: The meeting was called to order by John at 6:05 pm.
2. Approval of Agenda: Motion was made by Noel, seconded by Alice, to approve this meeting's agenda as presented. The motion was approved.
3. Reading and Approval of Previous Minutes:
 - a. April 10, 2019 Regular Meeting: After review of the minutes, Noel made a motion, seconded by Kelly, to approve the draft minutes of the April 10, 2019 regular meeting of the Beautification Commission, without change. The motion was approved.
4. Chairperson's Report:
 - a. Documents: Updated Attendance Log; Equipment, Tools, and Supplies Inventory; and Commissioner Contact List were distributed.
 - b. Commissioners Bak, Iacopelli, Leach, and Ugljesa Re-Appointed: John reported that commissioners Michael Bak, Patricia Iacopelli, Wendy Leach, and Alice Ugljesa were each re-appointed to 3-year terms, with terms to expire April 30, 2022. They were all congratulated!
 - c. Secretary's Day, April 24, 2019: The Commission was very pleased to present Ms. Julie Sadlowski with gifts of a flower arrangement created by commissioner Michael Bak, and various other gifts purchased by commissioner Wendy Leach. Julie was reportedly thrilled with her gifts. It was very well-deserved; she is awesome to work with! Michael and Wendy were advised to submit their receipts next meeting for reimbursement.
5. Treasurer's Report:
 - a. FY 2018-2019 Expense Report: There were accrued expenses for Spring Hanging Baskets and expenses for Spring Clean-Up totaling \$906.27 posted to the TIF Primary account, leaving a current balance of \$3,311.97. There were no expenses posted to the GFM Reserve account, leaving a current balance of \$276.24.
6. Public & Media Relations and Event Marketing Report: Andrea has been promoting the Spring Dig-In. Promotions for the Spring Clean-Up by Andrea and Kelly made quite an impact, with over 70 volunteers registering for the event!
7. "Adopt-A-Spot in Wyandotte" Program Update: There was much discussion regarding the new applicants. Commissioner Wendy Leach desired to adopt the Welcome Sign at Biddle and Pennsylvania. New applicant Jennifer White Drumm has already planted the Welcome Sign at Northline and Fort, so her interest to adopt that site was noted. After discussion the Commission desired to offer new applicant Tracey DeHart the opportunity to adopt the Welcome Sign on Goddard at 12th. John made a motion, seconded by Wendy, to approve these requests. The motion was approved. John will contact each of the applicants and will update the volunteer list.
8. Community Garden Relocation Update: John reported that 21 applications have been received to-date, with a total of 35 beds being built during Phase 1. The Commission will market these vacant community garden beds on our social media to fill them. In addition, the Phase 1 and Phase 2 sites have been graded, 3 water lines have been installed, sidewalks have been poured, and the new garden bed frames have been ordered and received! Unfortunately, the very cold & wet weather we have had for the past few weeks has really slowed down progress. Plans have been adjusted for a Community Garden Opening & Bed Selection Event to happen on or about Saturday, May 25th.

9. Spring Hanging Baskets: Alice reported that the hanging baskets have been ordered, and are on track for delivery and installation on F, May 17th.
10. Spring Clean-Up Review: Noel reviewed the Spring Clean-Up. Volunteer participation exceeded our expectations, with over 70 volunteers registered! Volunteers collected over 90 lawn bags of plant waste, and 30 bags of trash. John will file our Affiliate Clean-Up Report with the Keep America Beautiful Great American Clean-Up office. Noel was advised to submit a receipt for purchase of a new set of pruning shears to replace hers that was lost during the clean-up event. Noel was congratulated on a job very well done!
11. Spring Dig-In Planning: Alice reviewed the 2019 Planting Plans. Mulch will be delivered to DDA district after all sites have been planted. Water sprinklers need to be turned on, including at the Teardrop, after the Spring Dig-In on Monday, May 20th. John will contact Brian Martin regarding the Riverwalk Condo Association to ensure that the water is turned on.
12. Old Business: There was no Old Business.
13. New Business: Noel discussed various specimen planting advantages of tri-color beech trees.
14. Round-Table Reports and Announcements: There were no Round-Table Reports or Announcements.
15. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, June 12, 2019 at 6:00 pm at City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.
16. Adjournment: The meeting was adjourned at 7:41 pm.



John M. Darin
Chairman, Wyandotte Beautification Commission



May 8, 2019

CITY OF WYANDOTTE FIRE FIGHTER'S CIVIL SERVICE COMMISSION MINUTES

A Regular Meeting of the City of Wyandotte Fire Fighter's Civil Service Commission was called to order by President Ptak at 5:00 p.m. on May 8, 2019, in the Second Floor Boardroom of City Hall, 3200 Biddle Avenue, Wyandotte, Michigan.

ROLL CALL

PRESENT: Commissioner Michael J. Ptak, President
Commissioner David Liberacki, Vice President

ABSENT: Commissioner Brian Kuhn, Secretary

ALSO PRESENT: Beth Lekity, Recording Secretary

APPROVAL OF MINUTES

Motion by Ptak, Supported by Liberacki

To approve the minutes of the February 13, 2019 meeting of the Firefighter's Civil Service Commission. MOTION CARRIED.

COMMUNICATIONS

OLD BUSINESS

NEW BUSINESS

1. Assistant Fire Chief Examination
 - a. Proctoring of Exam
 - b. Point Calculations

Discussion regarding the promotion of eligible candidates to the rank of Captain and Lieutenant was discussed. Recording Secretary to update commissioners at June meeting.

DATE OF NEXT COMMISSION MEETING: June 12, 2019

ADJOURNMENT

Motion by Ptak, Supported by Liberacki to adjourn this meeting of the Firefighter's Civil Service Commission at 6:39 p.m. MOTION CARRIED

Beth Lekity, Recording Secretary
Wyandotte Fire Fighter's Civil Service Commission

OFFICIALS

Theodore H. Galeski
CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Joseph R. Peterson

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

CULTURAL & HISTORICAL COMMISSION

Meeting Minutes Thursday, April 11, 2019 6:15pm, Marx Home

Present: Don Gutz, Wallace Hayden, Ken Munson, Ken Navarre, Sue Pilon, Anne Ronco, Eula Grooms, Nancy Bozzo

Excused: Marshall Wymore

Staff: Jesse Rose, Museum Director; Annika Taylor, Museum Assistant

Guest: Kathryn Schroeder

Call to Order: The meeting was called to order at 6:12pm.

MOTION by Anne Ronco, **SUPPORTED** by Sue Pilon, to approve the March 14 minutes without objection.
Motion carried 8-0.

President's Report:

The commission discussed the possibility of accepting the old flagpole from the Bacon Library when they get a new one in the near future.

Guest:

Kathryn Schroeder from the Oakwood Cemetery Association presented about the state of the Oakwood Cemetery and where to get needed funding for cemetery projects.

Ken Munson left at 7:33pm.

Director's Report:

MOTION by Anne Ronco, **SUPPORTED** by Sue Pilon, to approve the finance report as presented. **Motion carried, 7-0.**

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CITY ASSESSOR

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER



MAYOR
Joseph R. Peterson

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

CULTURAL & HISTORICAL COMMISSION

Late Business:

MOTION by Anne Ronco, **SUPPORTED** by Sue Pilon, to allow up to \$800-900 for the Adobe suite to be installed on the museum director computer. **Motion carried 7-0.**

MOTION by Anne Ronco, **SUPPORTED** by Eula Grooms, to adjourn at 8:00pm. **Motion carried, 7-0.**

Respectfully Submitted,

Annika Taylor
Museum Assistant

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CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, April 9, 2019. Commissioner Harris called the meeting to order at 6:05 p.m.

ROLL CALL:

Present:	Commissioner John Harris Commissioner Doug Melzer Chief Daniel Wright
Recording Secretary:	Lynne Matt
Absent:	Commissioner Bobie Heck

READING OF JOURNAL

Motioned by Commissioner Melzer, supported by Commissioner Harris to approve the minutes as recorded for the meeting held on March 26, 2019. Motion carried unanimously.

UNFINISHED BUSINESS

1. Update on building renovations Station 1

Chief Wright stated floor is tentatively to be started on Monday, April 15th, weather permitting. Ceramic was replaced and big door was fixed but back out today working on it again.

Chief Wright reported E71 is at R&R Fire as large bolt underneath pump housing fell off and that parts have been ordered.

COMMUNICATIONS

Letter of Commendation

Chief Wright submitted to commission email he received in regards to great job for service provided. Commissioner Melzer motioned to receive and place on file; supported by Commissioner Harris. Motion carried.

Letters from Chief Daniel Wright & Wyandotte Fire Fighters – Local 356 requesting permission to participate in the National Fire Safety Council's "Fire Pup" program
Commissioner Melzer motioned to move forward with Fire Pup program; supported by Commissioner Harris. Motion carried.

DEPARTMENTAL

1. *Wyandotte Fire Department Monthly Report "March 2019"*
Commissioner Melzer motioned to receive and place on file report; supported by Commissioner Harris. Motion carried.
2. *Department bills submitted April 10, 2019 in the amount of \$9,163.19*
Commissioner Melzer motioned to pay bills and accounts submitted as stated above; supported by Commissioner Harris. Roll call; motion carried.

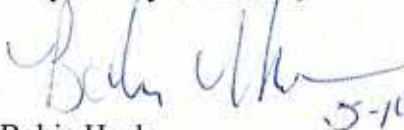
LATE ITEM

Commissioner Harris requested Chief Wright to look into "Stop the Bleed" program and report back.

ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:21 p.m.

Respectfully submitted,



5-14-19

Bobie Heck
Secretary

MI/lm

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
April 23, 2019

ROLL CALL

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

Absent: NONE

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 Harris at 6:00 p.m.

The Minutes from the regular Police Commission meeting on April 9, 2019 were presented.

Melzer moved, Heck seconded,
CARRIED, to approve the regular minutes of April 9, 2019, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. New Police Hires

Chief Zalewski asked for the Commissioners' approval to hire 3 new police officers to fill the vacancies being created by 3 other officers leaving the Department.

The new officers' seniority was dictated by the amount of points earned throughout the hiring process which included a background check, oral interviews and a physical agility test.

Mr. Wilson and Mr. Worley are currently in the police academy while Mr. Powers has over 26 years of law enforcement experience with another local agency.

Melzer moved, Heck seconded
CARRIED, to approve the hire of 3 new officers as outlined in the communication.

2. Bills and Accounts – April 23, 2019, \$15,448.74

Melzer moved, Heck seconded

A Roll Call was held and the Motion

CARRIED, to approve payment of the bills for April 23, 2019, \$15,448.74

NEW BUSINESS.

1. Personnel Discussion

Chief Zalewski informed the Commission of an internal disciplinary matter that involved a civilian employee.

2. Traffic Control Order

After review, Deputy Chief Hamilton recommended the placement of Handicap signs in front of 2063 10th Street on the west side of the street. This person met all of the qualifications necessary to obtain the signs.

Melzer moved, Heck seconded

CARRIED, to approve the placement of Handicap signs in front of 2063 10th Street.

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 6:25 p.m.

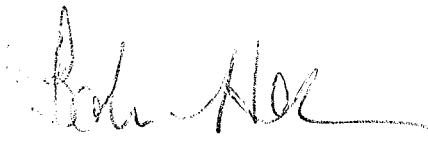
Melzer moved, Heck seconded,

CARRIED, to adjourn meeting at 6:25 p.m.

Laura Allen

Administrative Assistant

Wyandotte Police Department


5-14-19

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 04/01/2019 00:00:00 - 04/30/2019 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	3	3	0%	0:04:33	0:02:50	0:11:43	0:57:19	0:19:06
	911C	0	0	11	11	1%	0:05:14	0:08:11	0:16:02	5:24:13	0:29:28
	ABANDONED AUTO	0	24	10	34	2%	0:03:30	0:06:21	0:19:15	13:16:01	0:23:25
	ACCIDENT/PERSONAL INJURY	0	0	5	5	0%	0:02:29	0:04:29	0:27:23	2:33:00	0:30:36
	ACCIDENT/PROPERTY DAMAGE	0	1	31	32	2%	0:03:01	0:06:25	0:38:53	23:29:24	0:44:03
	ACCIDENTAL DAMAGE	0	1	1	2	0%	0:01:48	0:05:04	0:02:06	0:11:05	0:05:33
	ALARM	0	0	29	29	2%	0:02:59	0:03:42	0:13:57	9:29:35	0:19:38
	ANIMAL BITE	0	0	1	1	0%	0:02:32	0:02:47	0:11:03	0:16:23	0:16:23
	ANIMAL COMPLAINT	0	4	13	17	1%	0:06:12	0:05:25	0:19:35	8:21:45	0:29:31
	ASSAULT & BATTERY	0	1	11	12	1%	0:11:47	0:05:28	0:26:46	8:28:24	0:42:22
	ASSIST OTHER AGENCY	0	3	14	17	1%	0:01:35	0:06:12	0:32:46	10:54:13	0:38:29
	BE ON THE LOOKOUT	0	1	0	1	0%	0:00:01	0:00:00	0:13:57	0:13:58	0:13:58
	BREAKING & ENTERING	0	0	10	10	1%	0:04:09	0:05:19	0:53:09	10:26:11	1:02:37
	BREAKING & ENTERING IN PROGRES	0	0	1	1	0%	0:01:10	0:00:55	0:18:30	0:20:36	0:20:36
	BUSINESS STOP	0	11	0	11	1%	0:00:01	0:00:00	0:10:14	1:52:44	0:10:15
	CHECK WELL BEING	0	5	44	49	3%	0:05:58	0:04:13	0:16:21	20:56:37	0:25:39
	CHILD ABUSE/NEGLECT	0	1	2	3	0%	0:07:53	0:22:53	0:20:53	2:12:06	0:44:02
	CITIZEN ASSIST	0	9	24	33	2%	0:05:34	0:06:35	0:10:03	10:53:54	0:19:49
	CIVIL DISPUTES	0	1	17	18	1%	0:04:56	0:04:26	0:33:36	12:44:04	0:42:27
	CRIMINAL SEXUAL CONDUCT	0	1	0	1	0%	0:00:00	0:00:00	1:13:04	1:13:05	1:13:05
	CURFEW	0	0	1	1	0%	0:01:31	0:00:07	1:13:57	1:15:36	1:15:36
	DEATH INVESTIGATION	0	0	1	1	0%	0:05:56	0:04:03	1:39:50	1:49:49	1:49:49
	DETAIL	0	27	0	27	2%	0:00:01	0:02:21	0:14:43	6:54:55	0:15:22
	DISORDERLY	0	2	35	37	2%	0:02:55	0:04:09	0:32:33	24:17:20	0:39:23

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DOMESTIC	0	0	37	37	2%	0:03:11	0:03:30	0:31:42	22:53:31	0:37:07
	DUMPING	0	0	1	1	0%	0:36:14	0:13:54	0:02:54	0:53:03	0:53:03
	EMBEZZLEMENT	0	0	2	2	0%	0:05:15	0:04:34	0:44:58	1:49:32	0:54:46
	FIGHT	0	0	11	11	1%	0:03:00	0:02:28	0:19:44	4:18:34	0:23:30
	FIRE	0	0	3	3	0%	0:00:28	0:00:51	1:30:38	4:35:56	1:31:59
	FIREWORKS	0	0	2	2	0%	0:02:19	0:06:54	0:02:56	0:24:18	0:12:09
	FOLLOW-UP	0	12	5	17	1%	0:01:10	0:04:42	0:31:06	9:10:45	0:32:24
	FOUND PROPERTY	0	4	5	9	1%	0:07:11	0:08:28	0:11:15	2:46:04	0:18:27
	FRAUD	0	1	13	14	1%	0:10:15	0:09:45	0:13:57	6:39:33	0:28:32
	FUEL	0	4	0	4	0%	0:00:01	0:00:00	0:01:37	0:10:17	0:02:34
	GAS PUMP	0	4	0	4	0%	0:00:01	0:00:00	0:02:26	0:09:46	0:02:27
	HARASSMENT	0	1	6	7	0%	0:05:55	0:02:59	0:20:21	2:29:36	0:21:22
	HIT & RUN ACCIDENT	0	0	10	10	1%	0:12:49	0:09:49	0:14:39	6:12:58	0:37:18
	IDENTITY THEFT	0	1	0	1	0%	0:00:01	0:00:00	0:03:51	0:03:52	0:03:52
	INDECENT EXPOSURE	0	0	1	1	0%	0:02:53	0:04:00	0:31:37	0:38:31	0:38:31
	JUVENILE COMPLAINT	0	1	17	18	1%	0:10:37	0:04:47	0:16:34	9:57:19	0:33:11
	LARCENY	0	2	14	16	1%	1:10:02	0:10:40	0:16:16	22:59:37	1:26:14
	LIQUOR LAW VIOLATION	0	0	1	1	0%	0:14:48	0:05:52	1:18:07	1:38:48	1:38:48
	LOST PROPERTY	0	0	1	1	0%	0:01:19	0:13:00	0:06:41	0:21:00	0:21:00
	MALICIOUS DESTRUCTION	0	1	9	10	1%	0:04:31	0:05:59	0:20:14	4:38:57	0:27:54
	MENTAL	0	0	4	4	0%	0:03:51	0:02:12	0:34:06	2:40:41	0:40:10
	MISCELLANEOUS	0	9	11	20	1%	0:03:20	0:10:05	0:53:46	19:16:41	0:57:50
	MISSING PERSON	0	1	3	4	0%	0:04:26	0:00:54	0:43:38	3:10:38	0:47:40
	NARCOTICS INVESTIGATION	0	0	3	3	0%	0:01:49	0:06:10	0:19:20	1:04:10	0:21:23
	NEIGHBORHOOD DISPUTE	0	0	4	4	0%	0:03:09	0:16:38	0:11:25	2:30:43	0:37:41
	NOISE COMPLAINT	0	1	10	11	1%	0:04:33	0:05:42	0:06:24	2:57:35	0:16:09
	OPERATING UNDER THE INFLUENCE	0	7	2	9	1%	0:01:43	0:02:41	1:43:31	15:45:41	1:45:05

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	ORDINANCE VIOLATION	0	52	4	56	3%	0:40:21	0:08:58	0:10:41	30:49:12	0:33:01
	OVERDOSE	0	0	3	3	0%	0:01:49	0:01:58	0:23:21	1:21:25	0:27:08
	PARKING COMPLAINTS	0	21	13	34	2%	0:03:52	0:13:07	0:08:05	8:58:15	0:15:50
	PATROL CHECK	0	378	0	378	23%	0:00:01	0:03:17	0:13:35	86:08:54	0:13:40
	PRISONER CHECK	0	3	0	3	0%	0:00:01	0:00:00	0:26:29	1:19:31	0:26:30
	PRISONER TRANSPORT	0	1	1	2	0%	0:00:10	0:20:51	1:31:14	3:23:40	1:41:50
	RACIAL INTIMIDATION	0	1	0	1	0%	0:00:04	0:00:00	0:04:42	0:04:47	0:04:47
	RADAR ENFORCEMENT	0	7	0	7	0%	0:00:01	0:00:00	0:15:21	1:47:37	0:15:22
	RECKLESS DRIVING	0	2	14	16	1%	0:05:34	0:04:59	0:12:33	6:02:15	0:22:38
	RECOVERED STOLEN VEH / PROP	0	0	1	1	0%	0:03:04	0:00:03	0:08:21	0:11:29	0:11:29
	RESCUE EMERGENCY	0	0	14	14	1%	0:01:32	0:05:04	0:32:36	8:37:18	0:36:57
	RESIDENTIAL CHECK	0	5	0	5	0%	0:00:01	0:00:00	0:02:40	0:13:25	0:02:41
	RETAIL FRAUD	0	0	3	3	0%	0:03:09	0:02:48	0:21:40	1:22:56	0:27:39
	RUNAWAY JUVENILE	0	0	3	3	0%	0:05:23	0:09:09	0:34:41	2:27:39	0:49:13
	SHOTS FIRED	0	0	1	1	0%	0:17:48	0:02:23	0:08:27	0:28:39	0:28:39
	SICK INMATE	0	0	2	2	0%	0:00:26	0:07:51	3:52:40	8:01:56	4:00:58
	SOLICITOR	0	0	1	1	0%	0:01:42	0:04:51	0:01:52	0:08:25	0:08:25
	STALKING COMPLAINTS	0	0	1	1	0%	0:04:06	0:01:55	0:12:24	0:18:26	0:18:26
	STOLEN VEHICLE	0	1	2	3	0%	0:02:10	0:04:21	0:53:37	1:56:09	0:38:43
	SUICIDE	0	0	1	1	0%	0:01:58	0:07:05	0:22:53	0:31:57	0:31:57
	SURVEILLANCE	0	4	0	4	0%	0:00:01	0:00:00	1:11:32	4:46:13	1:11:33
	SUSPICIOUS INCIDENT	0	8	28	36	2%	0:04:33	0:04:17	0:14:42	12:36:37	0:21:01
	SUSPICIOUS PERSON	0	14	17	31	2%	0:02:56	0:05:20	0:19:08	12:19:40	0:23:52
	SUSPICIOUS VEHICLE	0	4	14	18	1%	0:03:58	0:05:09	0:15:35	6:52:16	0:22:54
	THREATS	0	2	6	8	0%	0:06:33	0:05:55	0:17:22	3:25:28	0:25:41
	TRAFFIC HAZARD	0	3	9	12	1%	0:02:56	0:08:26	0:21:15	6:15:34	0:31:18
	TRAFFIC STOP	0	385	0	385	23%	0:00:01	0:00:00	0:06:49	43:53:49	0:06:50

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	TRESPASSING	0	1	0	1	0%	0:00:01	0:00:00	0:02:14	0:02:15	0:02:15
	VIOLATION OF PUBLIC HEALTH COE	0	1	1	2	0%	0:01:00	0:00:40	1:05:55	2:13:33	1:06:47
	VIOLATION ROAD LAWS	0	32	1	33	2%	0:00:31	0:07:24	0:42:52	23:53:58	0:43:27
	WARRANT	1	4	2	7	0%	0:31:10	0:20:07	0:42:45	8:41:15	1:26:53
	WEAPONS	0	0	2	2	0%	0:01:52	0:03:09	2:15:55	4:41:54	2:20:57
Subtotals for No Summary Code		1	1070	583	1654	100%	0:05:29	0:06:07	0:30:20	622:46:50	0:38:34
Subtotals for WYPD		1	1070	583	1654	100%	0:05:29	0:06:07	0:30:20	622:46:50	0:38:34

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2019 00:00:00 - 04/30/2019 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	7	7	0%	0:05:07	0:02:15	0:08:20	1:49:59	0:15:43
	911C	0	0	24	24	0%	0:04:12	0:06:07	0:10:15	8:13:50	0:20:35
	ABANDONED AUTO	0	93	35	128	2%	0:27:52	0:13:59	0:16:27	87:24:30	0:40:58
	ACCIDENT/NON TRAFFIC AREA	0	0	4	4	0%	0:03:10	0:05:24	0:17:41	1:45:07	0:26:17
	ACCIDENT/PERSONAL INJURY	0	0	18	18	0%	0:03:39	0:09:44	0:35:10	14:02:26	0:46:48
	ACCIDENT/PROPERTY DAMAGE	0	6	107	113	2%	0:03:32	0:05:46	0:32:06	73:50:44	0:39:13
	ACCIDENTAL DAMAGE	0	3	6	9	0%	0:08:24	0:03:49	0:19:18	4:15:26	0:28:23
	ALARM	0	0	130	130	2%	0:03:41	0:03:56	0:09:22	36:06:18	0:16:40
	ANIMAL BITE	0	0	2	2	0%	0:03:32	0:03:08	0:10:01	0:33:22	0:16:41
	ANIMAL COMPLAINT	0	7	28	35	1%	0:10:21	0:05:43	0:15:37	18:03:20	0:30:57
	ASSAULT & BATTERY	0	4	35	39	1%	0:09:58	0:04:20	0:32:56	27:56:24	0:42:59
	ASSIST OTHER AGENCY	0	11	44	55	1%	0:01:59	0:06:34	0:34:20	35:38:39	0:38:53
	BE ON THE LOOKOUT	0	1	0	1	0%	0:00:01	0:00:00	0:13:57	0:13:58	0:13:58
	BREAKING & ENTERING	0	0	25	25	0%	0:04:55	0:05:46	1:00:08	29:30:56	1:10:50
	BREAKING & ENTERING IN PROGRES	0	0	8	8	0%	0:03:53	0:04:57	0:21:42	4:04:21	0:30:33
	BUILDING CHECK	0	2	3	5	0%	0:06:46	0:03:08	0:08:58	1:21:23	0:16:17
	BUSINESS STOP	0	40	0	40	1%	0:00:01	0:00:00	0:10:10	6:47:29	0:10:11
	CHECK WELL BEING	0	6	190	196	3%	0:05:54	0:05:11	0:17:17	89:32:39	0:27:25
	CHILD ABUSE/NEGLECT	0	2	7	9	0%	0:03:58	0:09:51	0:14:58	4:20:27	0:28:56
	CITIZEN ASSIST	0	30	93	123	2%	0:04:28	0:07:57	0:11:38	44:23:36	0:21:39
	CIVIL DISPUTES	0	2	51	53	1%	0:07:14	0:05:13	0:28:54	35:52:58	0:40:37
	CRIMINAL SEXUAL CONDUCT	0	3	1	4	0%	0:00:19	0:00:00	1:15:49	3:48:11	0:57:03
	CURFEW	0	0	1	1	0%	0:01:31	0:00:07	1:13:57	1:15:36	1:15:36
	DAILY TRANSPORT LOG	0	5	0	5	0%	0:00:01	0:00:00	0:00:31	0:02:41	0:00:32

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DEATH INVESTIGATION	0	0	19	19	0%	0:02:51	0:03:59	2:17:18	38:38:14	2:02:01
	DETAIL	0	69	0	69	1%	0:00:02	0:03:53	0:27:30	32:27:25	0:28:13
	DISORDERLY	0	6	138	144	2%	0:03:22	0:03:43	0:26:07	79:00:12	0:32:55
	DOMESTIC	0	0	136	136	2%	0:03:29	0:04:15	0:36:39	99:39:59	0:43:58
	DRUG VIOLATIONS	0	0	1	1	0%	0:04:29	0:01:08	0:05:38	0:11:15	0:11:15
	DUMPING	0	1	1	2	0%	0:36:14	0:13:54	0:04:17	0:58:44	0:29:22
	EMBEZZLEMENT	0	0	4	4	0%	0:04:00	0:03:21	0:39:50	3:08:41	0:47:10
	FELONIOUS ASSAULT	0	0	4	4	0%	0:03:39	0:04:37	0:27:34	2:23:18	0:35:50
	FIGHT	0	1	31	32	0%	0:03:53	0:02:15	0:34:20	19:58:53	0:37:28
	FIRE	0	0	15	15	0%	0:00:21	0:01:47	0:52:36	13:41:09	0:54:45
	FIRE ALARM	0	0	1	1	0%	0:00:10	0:01:15	0:22:20	0:23:45	0:23:45
	FIREWORKS	0	0	2	2	0%	0:02:19	0:06:54	0:02:56	0:24:18	0:12:09
	FLEEING & ELUDING	0	1	2	3	0%	0:01:44	0:06:11	0:38:45	3:05:15	1:01:45
	FOLLOW-UP	0	59	13	72	1%	0:03:32	0:04:37	0:22:45	31:09:24	0:25:58
	FOUND PROPERTY	0	7	14	21	0%	0:06:49	0:08:21	0:21:22	11:09:23	0:31:53
	FRAUD	0	7	38	45	1%	0:08:26	0:09:08	0:21:39	25:26:44	0:33:56
	FUEL	0	67	0	67	1%	0:00:01	0:01:03	0:05:15	5:55:20	0:05:18
	GAS PUMP	0	18	0	18	0%	0:00:01	0:00:00	0:03:10	0:57:17	0:03:11
	HARASSMENT	0	4	26	30	0%	0:06:50	0:07:13	0:38:34	19:59:07	0:39:58
	HIT & RUN ACCIDENT	0	0	37	37	1%	0:08:11	0:08:31	0:28:27	27:54:05	0:45:15
	IDENTITY THEFT	0	1	11	12	0%	0:02:38	0:06:41	0:38:16	7:34:14	0:37:51
	INDECENT EXPOSURE	0	1	4	5	0%	0:01:44	0:04:25	0:36:22	3:28:11	0:41:38
	INTERNET	0	0	2	2	0%	0:14:42	0:01:42	0:41:02	1:54:53	0:57:27
	JUVENILE COMPLAINT	0	2	33	35	1%	0:07:19	0:05:50	0:16:32	17:25:13	0:29:52
	LARCENY	0	8	67	75	1%	0:18:41	0:07:22	0:29:01	61:40:54	0:49:21
	LIQUOR LAW VIOLATION	0	0	1	1	0%	0:14:48	0:05:52	1:18:07	1:38:48	1:38:48
	LOST PROPERTY	0	1	2	3	0%	0:00:41	0:13:00	0:04:16	0:43:55	0:14:38
	MALICIOUS DESTRUCTION	2	4	81	87	1%	0:06:09	0:07:20	0:18:10	44:25:43	0:30:38

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	MENTAL	0	0	21	21	0%	0:03:36	0:04:41	0:26:57	12:20:37	0:35:16
	MINOR IN POSSESSION	0	0	1	1	0%	0:01:28	0:03:47	0:04:34	0:09:49	0:09:49
	MISCELLANEOUS	4	34	64	102	1%	0:04:47	0:08:00	0:42:34	69:29:36	0:42:33
	MISSING PERSON	0	3	9	12	0%	0:03:30	0:05:28	0:50:37	11:07:22	0:55:37
	MISSING PERSON - RECOVERED	0	0	4	4	0%	0:02:37	0:12:28	0:23:06	2:32:48	0:38:12
	NARCOTICS INVESTIGATION	0	0	5	5	0%	0:05:52	0:04:38	0:15:28	1:37:27	0:19:29
	NEIGHBORHOOD DISPUTE	0	0	19	19	0%	0:05:52	0:14:27	0:18:00	12:29:54	0:39:28
	NOISE COMPLAINT	0	1	27	28	0%	0:04:52	0:06:09	0:14:05	11:33:49	0:24:47
	OPERATING UNDER THE INFLUENCE	0	30	6	36	1%	0:00:40	0:02:10	1:46:29	64:20:56	1:47:15
	ORDINANCE VIOLATION	0	223	13	236	3%	0:25:55	0:13:35	0:12:15	114:54:01	0:29:13
	OVERDOSE	0	0	7	7	0%	0:01:30	0:02:01	0:54:59	6:49:33	0:58:30
	PARKING COMPLAINTS	0	103	76	179	3%	0:06:44	0:10:57	0:08:54	55:31:43	0:18:37
	PATROL CHECK	0	1227	0	1227	18%	0:00:03	0:03:12	0:13:22	274:14:17	0:13:25
	POLICE ASSIST TO FIRE	0	0	1	1	0%	0:00:16	0:00:52	0:22:26	0:23:35	0:23:35
	PRISONER CHECK	0	3	0	3	0%	0:00:01	0:00:00	0:26:29	1:19:31	0:26:30
	PRISONER TRANSPORT	0	4	4	8	0%	0:00:25	0:22:41	1:10:53	10:34:58	1:19:22
	RACIAL INTIMIDATION	0	1	0	1	0%	0:00:04	0:00:00	0:04:42	0:04:47	0:04:47
	RADAR ENFORCEMENT	0	27	0	27	0%	0:00:02	0:00:00	0:19:36	8:49:53	0:19:38
	RECKLESS DRIVING	0	3	24	27	0%	0:04:51	0:04:25	0:16:33	10:38:56	0:23:40
	RECOVERED STOLEN VEH / PROP	0	0	2	2	0%	0:10:07	0:11:47	0:15:58	1:15:45	0:37:53
	RESCUE EMERGENCY	0	0	66	66	1%	0:01:12	0:03:20	0:35:11	42:14:39	0:38:24
	RESIDENTIAL CHECK	0	6	7	13	0%	0:14:22	0:03:27	0:06:03	3:38:05	0:16:47
	RETAIL FRAUD	0	0	11	11	0%	0:04:08	0:05:08	0:27:42	6:41:45	0:36:31
	RUNAWAY JUVENILE	0	0	7	7	0%	0:05:07	0:08:22	0:27:15	4:45:17	0:40:45
	SHOTS FIRED	0	0	3	3	0%	0:07:24	0:02:41	0:14:38	1:14:15	0:24:45
	SICK INMATE	0	4	2	6	0%	0:00:18	0:06:04	2:57:45	18:05:38	3:00:56
	SOLICITOR	0	0	1	1	0%	0:01:42	0:04:51	0:01:52	0:08:25	0:08:25

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	STALKING COMPLAINTS	0	0	8	8	0%	0:08:34	0:05:23	0:48:00	7:22:34	0:55:19
	STOLEN VEHICLE	0	1	12	13	0%	0:09:59	0:04:23	0:27:37	8:19:38	0:38:26
	SUBPOENA	0	0	1	1	0%	0:01:26	0:12:57	0:00:16	0:14:40	0:14:40
	SUICIDE	0	0	12	12	0%	0:03:13	0:05:01	0:18:37	5:15:02	0:26:15
	SUICIDE ATTEMPT	0	0	1	1	0%	0:00:04	0:01:42	3:18:29	3:20:15	3:20:15
	SURVEILLANCE	0	6	0	6	0%	0:00:01	0:00:00	1:35:33	9:33:25	1:35:34
	SUSPICIOUS INCIDENT	0	18	99	117	2%	0:05:44	0:04:16	0:15:30	45:47:22	0:23:29
	SUSPICIOUS PERSON	0	63	64	127	2%	0:04:39	0:03:53	0:15:07	42:03:57	0:19:52
	SUSPICIOUS VEHICLE	0	16	58	74	1%	0:03:32	0:05:12	0:11:24	22:32:38	0:18:17
	TAMPERING WITH AUTO	0	0	7	7	0%	0:06:40	0:04:05	0:46:37	6:41:45	0:57:24
	THREATS	0	3	27	30	0%	0:07:47	0:06:16	0:21:54	16:45:34	0:33:31
	TRAFFIC HAZARD	0	23	39	62	1%	0:06:01	0:07:24	0:18:10	27:06:57	0:26:14
	TRAFFIC STOP	0	2078	2	2080	30%	0:00:01	0:00:10	0:06:47	235:48:30	0:06:48
	TRESPASSING	0	1	3	4	0%	0:03:15	0:06:22	0:04:22	0:49:36	0:12:24
	VEHICLE INSPECTION	0	0	2	2	0%	0:11:16	0:07:45	0:16:39	1:11:20	0:35:40
	VIOLATION OF PUBLIC HEALTH COE	0	24	2	26	0%	0:00:28	0:07:03	1:28:53	38:50:51	1:29:39
	VIOLATION ROAD LAWS	0	160	2	162	2%	0:00:07	0:07:24	0:40:12	108:55:18	0:40:20
	WARRANT	35	21	33	89	1%	0:05:40	0:23:29	0:50:14	53:55:02	0:59:54
	WEAPONS	0	0	2	2	0%	0:01:52	0:03:09	2:15:55	4:41:54	2:20:57
	WIRES DOWN	0	1	0	1	0%	0:00:01	0:00:00	0:09:46	0:09:47	0:09:47
Subtotals for No Summary Code		41	4556	2256	6853	100%	0:04:57	0:06:06	0:31:59	2472:52:05	0:39:25
Subtotals for WYPD		41	4556	2256	6853	100%	0:04:57	0:06:06	0:31:59	2472:52:05	0:39:25

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
May 14, 2019

ROLL CALL

Present: Commissioner John Harris
Commissioner Bobie Heck
Chief Brian Zalewski

Absent: Commissioner Doug Melzer (excused)

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 6:34 p.m.

The Minutes from the regular Police Commission meeting on April 23, 2019 were presented.

Heck moved, Harris seconded,
CARRIED, to approve the regular minutes of April 23, 2019, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Police Statistics – April 2019, Year-to-Date

Everything is business as usual, nothing out of the ordinary is happening. Self-initiated calls continue to remain steady amongst the current staffing levels.

Heck moved, Harris seconded
CARRIED, to accept the April 2019 and year-to-date police statistics and place on file.

2. Bills and Accounts – May 14, 2019, \$97,702.27

Heck moved, Harris seconded
CARRIED, to approve payment of the bills for May 14, 2019, \$97,702.27

NEW BUSINESS.

1. Potential Promotions in the Police Department

A general informative discussion took place regarding the possible promotions within the Department. Ultimately, the Chief would like to have more supervisors on the road. In order to accomplish this, he would like to promote a Sergeant to a night Lieutenant's position. This uniformed Lieutenants position would be assigned to the night shift, this would allow the Sergeant to be on the road for supervision.

2. Police Department Computer Platform Change Discussion

Another informative discussion took place regarding the Department's current computer software that is the basis for the Department's entire operations. The current supplier is supporting this software for the time being, but they have a new, very expensive, platform out. We cannot predict how long the current software will be supported by the supplier. Discussions with the administrations within the consortium have taken place. The agreement is that we need to move forward with a new vendor and computer software platform.

The goal is to move to a new, more common platform utilized by 8 communities in the south downriver area. By doing this the Department will be able to share data with now 14 downriver communities instead of 6, and cost savings.

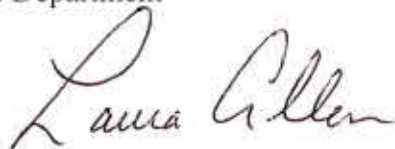
Members of the Audience

ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:58 p.m.

Heck moved, Harris seconded,
CARRIED, to adjourn meeting at 6:58 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



MINUTES AS RECORDED

**MINUTES OF THE MEETING OF May 1, 2019
ZONING BOARD OF APPEALS AND ADJUSTMENT**

A meeting of the Zoning Board of Appeals and Adjustment of the City of Wyandotte was **called to order** by Chairperson Duran at **6:30 p.m.**, in the Council Chambers of the City Hall, 3200 Biddle Avenue, Wyandotte.

MEMBERS PRESENT: Duran
Flachsmann
Gillon
Nevin
Olsen
Szymczuk
Trupiano
Wienclaw

MEMBERS ABSENT: DiSanto

ALSO PRESENT: Peggy Green, Secretary

A motion was made by Member Gillon, supported by Member Flachsmann to approve the minutes of the April 3, 2019, meeting.

Yes: Duran, Flachsmann, Gillon, Nevin, Olsen, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto

Motion passed

Appeal #3295 – GRANTED

Kurt & Christina Hunter, 518 Plum, Wyandotte (owner & appellant)

for a variance **to obtain a building permit for a shed at 518 Plum**, Lot 9, Block 154, in a RA zoning district, where the proposed conflicts with Section 2100 of the Wyandotte Zoning Ordinance.

Section 2100:

A maximum of 35% lot coverage is allowed for structures in a RA zoning district. The new home and garage already exceed maximum lot coverage by 306 sq. ft. A variance was granted by the Zoning Board of Appeals on July 18, 2018 for the excessive lot coverage.

The proposed 6'x8' or 48 sq. ft. shed will increase this nonconformity of excessive lot coverage to a total of 354 sq. ft. over the allowable.

Proposed shed does not hinder or encroach on adjacent buildings or land and does not impair the intent of the ordinance.

A motion was made by Member Flachsmann, supported by Member Nevin to grant this appeal.

Yes: Duran, Flachsmann, Gillon, Nevin, Olsen, Szymczuk, Trupiano, Wienclaw

No: none

Abstain: none

Absent: DiSanto


Motion passed

COMMUNICATIONS:

A motion was made by Member Flachsmann, supported by Member Gillon to place communications on file. Motion carried

OTHER BUSINESS:

There being no further business to discuss, the meeting adjourned at 7:40 p.m. **The next scheduled meeting of the Board will be held on June 5, 2019.**


Peggy Green, Secretary

Appeal #3295

Chairperson Duran read the appeal and asked that it be explained.

Kurt Hunter, owner, present.

Mr. Hunter explained that he wants a small shed for gardening tools that will not fit in the garage.

Chairperson Duran asked if the garage was off the alley. Mr. Hunter replied yes. Chairperson Duran asked the location of the shed. Mr. Hunter replied in the back corner of the lot.

Member Trupiano asked if the shed was already there. Mr. Hunter replied yes. Member Trupiano asked about him securing the permit. Mr. Hunter explained that the builder put in a slab for a shed when the house was built so he thought that it included the shed.

Communication from DTE.

No communications were received regarding this appeal.

Peggy Green

3 of 3

From: Michael C Harrison [michael.c.harrison@dteenergy.com]
Sent: Tuesday, April 16, 2019 4:17 PM
To: Engineering1@wyandotte.org
Subject: Re: Notice of public hearing Appeal #3295

April 16, 2019

City of Wyandotte
Zoning Board of Appeals
3200 Biddle Ave., Suite 200
Wyandotte, MI 48192

Appeal #3295

Re: Notice of public hearing:
Variance to obtain a building permit for a shed @ 518 Plum.

☒ **Not Involved**

- ☐ Involved: but asking you to hold action on this petition until further notice.
- ☐ Involved: but no objections to the property change - provided an easement of the full width of the public right-of-way (street, alley or other public place) is reserved.
- ☐ Involved: the nature of our services, and the estimated costs of abandonment and/or rerouting of all such gas mains and/or services must be determined.

REMARKS:

DTE Gas Company has no involvement, nor objection to aforementioned permit.

Please abide by Public Act 174. **Three (3) working days before you dig call MISS DIG at:**
1-800-482-7171 or 811

DTE Energy's Gas Leak Emergency Phone Number 1-800-947-5000.

Sincerely,

Michael C. Harrison

Michael C. Harrison
Drafter/SE Region

DTE Gas Company
Data Integrity- Southeast Region Mapping
1 Plaza Drive, WCB 1710
Detroit, MI 48226