



AGENDA

REGULAR SESSION

MONDAY, SEPTEMBER 24, 2018 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

- Wyandotte Community Alliance – 313 North Drive Renovations

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

- Budget Hearing: 2019 Fiscal Year

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 – September 17, 2018
2. Knights of Columbus 1802 “Tootsie Roll Drive”
3. Life Chain of Downriver – Respect Life Sunday
4. Special Event Application – RHS Downriver Fanfare
5. 2018 Leaf Collection Schedule

NEW BUSINESS

6. Final Reading #1466: 2019 Fiscal Year Budget Ordinance
7. FY2018 Budget Amendments
8. WMS Bid Award - #4734: Substation #6 69kV Switch Replacement Construction
9. Sale of Former 323 Maple
10. Proposed Zoning Ordinance Change – Mid Rise and High Rise Residential Uses
11. Community Block Development Program (CDBG) 2018-2023

BILLS & ACCOUNTS

REPORTS & MINUTES

BRDA & TIFA	July 17 & September 18, 2018
Downriver Central Animal Control Agency	August 28, 2018
Downtown Development Authority	August 28, 2018
Fire Fighter’s Civil Service Commission	September 12, 2018
Municipal Services Commission	September 12 & 19, 2018
Zoning Board of Appeals & Adjustment	September 5, 2018

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

ADJOURNMENT

PRESENTATION

Wyandotte Community Alliance – 313 North Drive Renovations

**WYANDOTTE
COMMUNITY
ALLIANCE**



246 Sycamore Street Wyandotte, MI 48192

September 6, 2018

City of Wyandotte

Dear Mr. Stec, Wyandotte City Clerk

Wyandotte Community Alliance has recently completed renovation of the property at 313 North Drive. We would like to do a “Before and After” power point presentation to Mayor and Council on **Monday, September 24, 2018, at 7PM.**

Please put this on the agenda under Presentations at the beginning of the meeting. Thank you so much!

Sincerely,

A handwritten signature in blue ink that reads "Corki". The signature is written in a cursive, flowing style.

Corki

Facilitator for WCA

HEARINGS GUIDE SHEET

BUDGET HEARING

HEARING RELATIVE TO THE 2019 FISCAL YEAR
OPERATING BUDGET FOR THE
CITY OF WYANDOTTE

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

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

- 1. Approval of Council Meeting Minutes – September 17, 2018
- 2. Knights of Columbus 1802 “Tootsie Roll Drive”
- 3. Life Chain of Downriver – Respect Life Sunday
- 4. Special Event Application – RHS Downriver Fanfare
- 5. 2018 Leaf Collection Schedule

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
REGULAR CITY COUNCIL MEETING

A Regular Session of the Wyandotte City Council was held in Council Chambers, on Monday, September 17, 2018, 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, Robert DeSana, Megan Maiani, Leonard Sabuda, Donald Schultz, & Mayor Joseph R. Peterson

Absent: Theodore Galeski, City Assessor

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

PRESENTATION

- Wyandotte Jaycees – Kindness Rally Presentation

PRESENTATION OF PETITIONS

PUBLIC HEARINGS

- Budget Hearing: 2019 Fiscal Year

UNFINISHED BUSINESS

CALL TO THE PUBLIC

CONSENT AGENDA

2018-395 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 – September 10, 2018

Motion unanimously carried.

2018-396 MINUTES

By Councilperson Calvin, supported by Councilperson Alderman
RESOLVED that the minutes of the meeting held under the date of September 10, 2018, be approved as recorded, without objection.

Motion unanimously carried.

NEW BUSINESS

2018-397 FIRST READING #1466: FY2019 BUDGET ORDINANCE

By Councilperson Calvin, supported by Councilperson Alderman
BE IT RESOLVED that the first reading of Ordinance Amendment #1466 regarding the FY2019 Operating Budget will be held at the September 17, 2018 meeting of the City Council.

Motion unanimously carried.

2018-398 WMS FY19 BUDGET

By Councilperson Calvin, supported by Councilperson Alderman
BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte Municipal Services Commission in the following resolution.

A resolution approving the adoption of the Electric, Water and Telecommunications Utility Operating & Capital Budgets for Fiscal 2019, as recommended by WMS management.
Motion unanimously carried.

2018-399 2018 COUNCIL MEETING SCHEDULE – OCTOBER - DECEMBER

By Councilperson Calvin, supported by Councilperson Alderman

WHEREAS the citizens of Wyandotte approved a charter amendment to hold City Council meetings at least twice a month at the State Primary election held on August 7, 2018.

THEREFORE, BE IT RESOLVED that the following dates be accepted as the dates for Council Meetings through the end of 2018:

October 8th and October 29th

November 12th and November 19th

December 3rd and December 17th

BE IT FURTHER RESOLVED that a resolution for 2019 Council meeting dates will be presented to Council prior to the end of the 2018 calendar year for acceptance.

BE IT FURTHER RESOLVED that the deadline for submission of items for an agenda will be moved to the Wednesday prior to each meeting date at 4:30PM.

Motion unanimously carried.

2018-400 PARKING LOT #11 EXPANSION

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED by the City Council that Council agrees with the recommendation of the City Engineer and APPROVES the contract extension for Al's Asphalt of Taylor, Michigan, to include the expansion of Parking Lot #11 in the amount of \$70,305 paid from the a DDA account 499-200-850-831. Additionally, The DDA account shall also budget for work other separate subcontractor work (By Others) totaling \$27,857.

FURTHER RESOLVED THAT the City Administrator shall implement a budget account for this work.

FURTHER, the relocation of the Community Garden to Grove Street west of Biddle Avenue in the amount of \$21,290 be referred to TIFA for consideration of funding.

Motion unanimously carried.

2018-401 CLOSED SESSION REQUEST

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED that the City Administrator has expressed a desire to meet in closed session to discuss strategy connected with the negotiation of a collective bargaining agreement, in accordance with Section 15.268c of PA 267 of 1976.

THEREFORE, BE IT RESOLVED that this Body will meet in closed session immediately following the regularly scheduled Council meeting for the above-stated purpose only.

Motion unanimously carried.

BILLS & ACCOUNTS

2018-402 BILLS & ACCOUNTS

By Councilperson Calvin, supported by Councilperson Alderman

RESOLVED that the total bills and accounts of \$2,674,281.92 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

Motion unanimously carried.

REPORTS & MINUTES

Beautification Commission

Daily Cash Receipts

August 8, 2018

September 12, 2018

REMARKS OF THE MAYOR, COUNCIL, & ELECTED OFFICIALS

None

ADJOURNMENT**2017-403 ADJOURNMENT**

By Councilperson Calvin, supported by Councilperson Alderman

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

Motion unanimously carried.



Lawrence S. Stec, City Clerk

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

RESOLVED that the minutes of the meeting held under the date of September 17, 2018, be approved as recorded, without objection.

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	_____

Sept. 6, 2018

City of Wyandotte,

St. Stanislaus Kostka, Knights of Columbus Council 13607
976 Pope John Paul II Ave. Wyandotte, MI 48192

Is seeking permission to solicit donations on behalf of "Campaign for People with Intellectual Disabilities"

in the form of Tootsie Rolls.

On the corner of Biddle and Eureka on Friday, October 5, 2018 and
Saturday, October 6, 2018 from 12:00 noon to 6pm.

Thank you,

A handwritten signature in blue ink, appearing to read "David Kowalsky", written over a horizontal line.

David Kowalsky, Grand Knight

734-282-2281



CITY OF WYANDOTTE

Office of the City Clerk
3200 Biddle Ave.
Wyandotte, MI 48192
(734) 324-4560

CHARITABLE CONTRIBUTION CAMPAIGN APPLICATION

Name of Organization: Knights of Columbus # 13607 Date: Sept. 6, 2018

Organization Physical Address: 976 Pope John Paul II Ave. Wyandotte, MI 48192
No. & Street City State Zip

Organization Mailing Address:
(If different from Business Address) No. & Street City State Zip

Organization Phone #: 734 - 282-2281

Organization Contact Name: David Kowalsky Phone #: 734 282-2281

Brief Description of Organization:
Catholic Fraternal Organization Doing Charitable works

Are you soliciting on behalf of another organization? YES NO If so, what organization will receive the proceeds of your campaign?
People with Intellectual Disabilities

Requested Date(s): Friday Oct. 5, 2018 12-6, Saturday Oct. 6, 2018 12-6

Requested Location(s): Eureka & Biddle Ave

Are you a non-profit organization recognized by the Internal Revenue Code?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Are all individual solicitors at least 18 years old?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Will all individual solicitors be equipped with high-visibility safety apparel?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Are any of your desired locations in a current work zone?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>
Do all of your desired locations have traffic control devices?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Are you able to sign a hold harmless agreement on behalf of your organization if your request is approved by the Wyandotte City Council?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>

David Kowalsky, hereby attest that I have received the City of Wyandotte's Regulations for Solicitation of Contributions on Roadways Policy and that I, and the organization I represent, will abide by the policy set forth by the City of Wyandotte, in accordance with the State of Michigan's Public Act 112 of 2017. I further attest that all of the information above is true to the best of my knowledge.

Signature of Applicant: David Kowalsky Date: 9/6/2018

Do not write below this line

FOR CLERK'S OFFICE USE ONLY

501(c)(3) _____ 501(c)(4) _____ Veteran Group _____	APPROVED	DENIED
Cert. of Liability Insurance (\$500,000) Received: Y N		
Hold Harmless Agreement Received: Y N	Reason for denial:	
Date Approved by Council:	Date(s) Approved:	
Council Resolution #:		
Date of Issuance:		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/6/2018

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 Arthur J. Gallagher Risk Management Services, Inc. 1690 Watertower Place #500 East Lansing MI 48823	CONTACT NAME: PHONE (A/C, No, Ext): 517-319-1294 FAX (A/C, No): 517-319-1275 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Starr Indemnity & Liability Co.</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Indemnity & Liability Co.		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED MICHSTA-09 Michigan State Knights of Columbus 6025 Wall Street Sterling Heights MI 48312-1075															

COVERAGES **CERTIFICATE NUMBER:** 2037307846 **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 LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	COMMERCIAL GENERAL LIABILITY			1000110700	9/28/2018	10/15/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/> GL-Special Event						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER Michigan State Knights of Columbus 6025 Wall Street Sterling Heights MI 48312-1075	CANCELLATION 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
---	--

RESOLUTION

DATE: September 24, 2017

RESOLUTION by Councilperson _____

WHEREAS, the Wyandotte Knights of Columbus Council #1802 is requesting permission to solicit donations in the annual "Campaign for People with Intellectual Disabilities", also known as the "Tootsie Roll Drive", on October 5 and 6, 2018 from noon-6pm.

WHEREAS, the fundraising event will consist of soliciting donations from motorists stopped at traffic signals at the intersection of Biddle and Eureka by persons wearing vests that clearly identify the Knights of Columbus.

BE IT RESOLVED that Council permits the Knights of Columbus Council #1802 to solicit donations as part of the "Tootsie Roll Drive", provided the organization complies with all regulations set forth in PA 112 of 2017, including the submission of a Liability Insurance Certificate in the amount of at least \$500,000, and signs 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 _____

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

LIFE CHAIN OF DOWNRIVER

1811 Superior Blvd.
Wyandotte, MI 48192
(734)934-2599
www.lifechain.net

August 21, 2018

Dear Mayor and City Council,

The annual Life Chain, held each year on *Respect Life Sunday*, will be Sunday, October 7, 2018. The Life Chain is part of a nationwide lawful, prayerful, quiet Christian witness for life. We will be in Dearborn, Dearborn Heights, and the Downriver communities of Wyandotte, Southgate, Riverview, Lincoln Park, Melvindale, Woodhaven, Brownstown, and Taylor. Please see the flier or www.lifechain.net for detailed locations.

As in past years, participants will be standing on the public sidewalk right-of-way, being careful not to block driveways, along Fort Street, Telegraph, Gibraltar Road and Dix-Toledo from 2:00 to 3:30 p.m.

Our signs will state simply: Abortion kills children, Pray to end abortion, Adoption: the loving option, Abortion hurts women, and Life: the first inalienable right.

We invite the mayor, council, and residents of your community to join us.

Sincerely,



Mrs. Deborah Bloomfield
Life-Chain Chairman
www.LifeChain.net

Enclosed: Life-Chain flier

LIFE CHAIN

DOWNRIVER & DEARBORN AREA

Sunday, October 7, 2018

2:00 - 3:30 p.m.

FORT Street: Lincoln Park, Southgate, Wyandotte, Riverview

TELEGRAPH: Monroe, Brownstown, Taylor, Dearborn, & Dearborn Hts

See www.LifeChain.net for exact locations

Also: **GIBRALTAR ROAD** between Fort Street and Allen in **Brownstown**

DIX-TOLEDO Hwy. at King Road in **Woodhaven**



- Stand up for LIFE from the moment of conception to the last natural breath.
- We are a lawful, prayerful, quiet Christian witness for LIFE.
- Bring your whole family! Be a light in a darkened world and help end abortion!
- Come with your church group or come on your own; Signs will be provided.

ABORTION
KILLS
CHILDREN

LIFE: The First
INALIENABLE
RIGHT

PRAY
TO END
ABORTION

for contact info and more locations see: www.lifechain.net

OPEN HOUSE following the Life Chain from 3:30 - 5:00 p.m.

Right to Life Education Office, 2010 Eureka, Wyandotte (734)282-6100.

A gift for the Crisis Pregnancy Center is always welcome. (Formula & diapers are always needed!)

Please copy, post and distribute.

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from Deborah Bloomfield, Life-Chain Chairman, regarding the Respect Life Sunday, to be held on Sunday, October 7, 2018 along Fort Street from Eureka to Ford Ave. from 2pm-3:30pm is hereby received and placed on file with copies to be distributed to the Police and Fire Departments.

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
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 24th 2018

AGENDA ITEM # 4

ITEM: Special Event Application – RHS Downriver Fanfare

PRESENTER: Heather A. Thiede, Special Events Coordinator

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



BACKGROUND: The Roosevelt High School Downriver Fanfare event will be held October 2nd here in the City of Wyandotte. The group would like to request the following items from the times of 3 pm to 10 pm, October 2nd 2018:

- a. Streets will be blocked from 3:00 pm to 10 pm
- b. Permission to close Maple Street between 5th and 7th Streets
- c. Permission to close 5th Street from Eureka to Maple
- d. Permission to close the alley behind the Auto Shop
- e. Overflow parking to use the Chase Bank parking lot located next to the Yack Arena

This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement by the School District representative. It is also requested that there be access for emergency vehicles available on the above listed streets and alleys.

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

ACTION REQUESTED: It is requested the City Council concur with the support of the Special Event Coordinator, Police Chief, Recreation Superintendent, Fire Chief and Department of Public Service Superintendent and support the use of city streets, sidewalks and property for their event held October 4th.

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: 

LEGAL COUNSEL'S RECOMMENDATION: Approved Signature on file.

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Letter from RHS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: September 24th 2018

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the recommendation of the Special Events Coordinator to approve the use of city sidewalks, streets and property for the event held October 2nd 2018.

- f. Streets will be blocked from 3:00 pm to 10 pm
- g. Permission to close Maple Street between 5th and 7th Streets
- h. Permission to close 5th Street from Eureka to Maple
- i. Permission to close the alley behind the Auto Shop
- j. Overflow parking to use the Chase Bank parking lot located next to the Yack Arena

This event has been reviewed and approved by the Police Chief, Fire Chief, Recreation Superintendent and DPS Superintendent pending the signing of a hold harmless agreement by the School District representative. It is also requested that there be access for emergency vehicles available on the above listed streets and alleys.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

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



Roosevelt High School
Instrumental Music Department

540 Eureka Rd., Wyandotte, MI 48192
Phone (734) 759-5236
Fax (734) 759-5009
dangem@wy.k12.mi.us

WYANDOTTE
MARCHING
BANDS

DOWNRIVER FANFARE '17

September 14, 2018

Honorable Mayor Joe Peterson
and Wyandotte City Council
Wyandotte City Hall
3200 Biddle Avenue
Wyandotte, MI 48192

Re: 14th Annual Downriver Fanfare
Street Block Request

Greetings:

The Wyandotte Music Boosters will host the 14th Annual Downriver Fanfare, a high school marching band showcase on Tuesday, October 2, 2018 at Roosevelt High School. We presently have several area high school marching bands participating in this event. We are excited this year to be able to host the Bowling Green State University Falcon Marching Band.

In order to accommodate the movement of the bands from their warm-up areas to the football field, we hereby request that Maple Street between 5th and 7th Streets and also 5th Street from Eureka to Maple Street, be blocked so as to allow these bands easy access to the RHS gym parking lot off Maple Street. We would also request that the alley directly behind the auto shop of the high school be blocked from public use. The use of the street and the alley blocking would begin at approximately 3:00 pm and end at approximately 10:00 pm. We would like if possible to have the barricades dropped off on the streets the morning of or the day before the event so we can put them out immediately after school pick up is complete.

Please feel free to contact the Downriver Fanfare Co- Chairpersons, Ann Marie Dajos or Phillip Dajos with any questions.

Mark A. D'Angelo
Instrumental Music Director
Roosevelt High School
Phone: (734)759-5236
Mail: dangem@wy.k12.mi.us

Ann Marie Dajos/Phillip Dajos
Downriver Fanfare Co- Chairperson
Phone: (734) 748-1349
E-Mail: annmariedajos@yahoo.com

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the Special Events Coordinator relative to the request of the Roosevelt High School/Wyandotte Music Boosters to hold their Downriver Fanfare event on October 2, 2018 from 3:00 p.m. to 10:00 p.m. and also APPROVES the request to use city property and close the following streets:

- a. Streets will be blocked from 3:00 pm to 10 pm
- b. Maple Street between 5th and 7th Streets
- c. 5th Street from Eureka to Maple
- d. Alley behind the Auto Shop
- e. Overflow parking to use the Chase Bank parking lot located next to the Yack Arena

BE IT FURTHER RESOLVED that appropriate city departments have reviewed and approved this event, pending the signing of a Hold Harmless Agreement as prepared by the Department of Legal Affairs and provided that the above-listed streets and alley be accessible for emergency vehicles.

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: September 24, 2018

AGENDA ITEM # 5

ITEM: Leaf Collection Schedule for 2018

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Attached is the 2018 Leaf Collection Schedule for the City. All leaves should be at the curb the Monday of each week indicated. We are requesting residents avoid parking on the street during their weeks of leaf collection. We also request residents DO NOT place any corn stalks, pumpkins or garden debris in the street during leaf collection. Those items can be recycled at the Drop-Off Recycling Center.

Further, leaves can be dropped-off at the Recycling Center. The Recycling Drop-off Center hours are Monday thru Friday 8:00 a.m. to 5:30 p.m., Saturday 8:00 a.m. to 4:00 p.m. and Sunday 12:00 p.m. to 4:00 p.m. Closed Holidays. There will be extended hours during the month of November with the Recycling Center remaining open until 6:00 p.m. on Saturday and open on Sunday from 10:00 a.m. to 4:00 p.m.

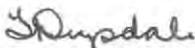
STRATEGIC PLAN/GOALS: This recommendation is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in committing to protect and manage our natural resources vigorously by managing our natural resources, river and creeks, wildlife, and parks wisely. They are precious to us and by careful stewardship they may be enjoyed by future generations

ACTION REQUESTED: Adopt Resolution to concur with schedule.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Post notice on City's website and in News Herald.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: 2018 Leaf Collection Schedule

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

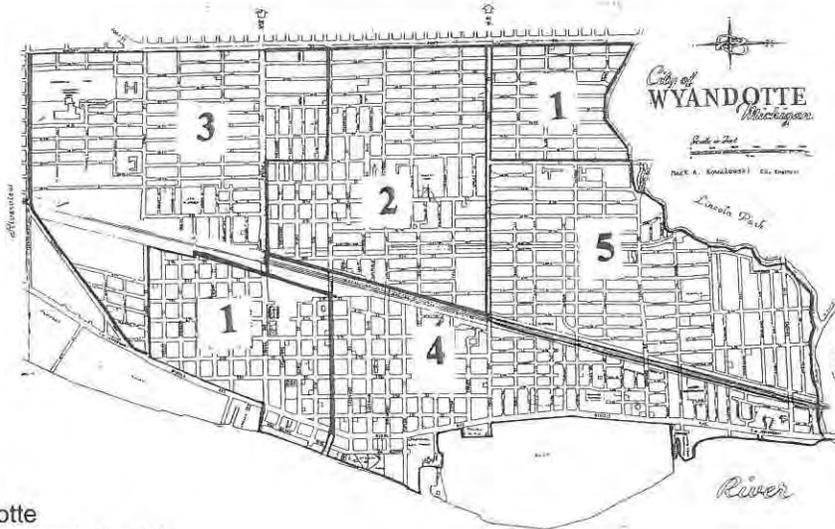
RESOLVED BY THE MAYOR AND COUNCIL that the communication from the City Engineer regarding Leaf Collection Service in the City of Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council authorizes the City Clerk to publish said schedule in the Wyandotte New Herald; AND

BE IT FURTHER RESOLVED that the City requests residents to avoid parking on the streets during their weeks of leaf collection.

**CITY OF WYANDOTTE
2018 LEAF COLLECTION SCHEDULE**

<u>WEEKS</u>	<u>AREA</u>
October 29-November 2, 2018	1 West side of 15 th Street to Fort Street; Goddard to north side of Ford Avenue; South side of Oak Street to North side of Grove; Detroit River to the Railroad
November 5 – 9, 2018	2 South side of Ford Avenue to North side of Eureka, Railroad to 15 th Street; South side of Ford Avenue to north side of Oak 15 th Street to Fort Street
November 12 - 16, 2018	3 Pennsylvania to South Side of Eureka, Railroad to Fort Street; South side of Oak Street to Eureka, 15 th Street to Fort Street; South side of Grove to Central, Biddle Avenue to Railroad
November 19 – 23, 2018	4 North Side Oak Street to North Drive, Railroad to Detroit River
November 26 - 30, 2018	5 North side of Ford Avenue to North Drive, Railroad to East side of 15 th Street



City of Wyandotte
2018 Leaf Collection Schedule

The above schedule for leaf collection begins on October 29, 2018. Check the map for the pickup in your area. Pickup will be during the weeks shown above, but leaves should be at the curb on each Monday's date. No grass clippings, branches, tree trimming, etc., are to be placed in the street. If these items are mixed in with the leaves, neither they nor the leaves will be picked up until the resident removes the undesirable materials. These materials will damage the vacuums. Should the resident not remove the undesirable material, the resident may be issued a violation of City ordinance and possibly incur a fine.

Every effort will be made to adhere to the above schedule, however, weather conditions, holidays and equipment breakdowns may cause schedule delays.

- SUGGESTIONS:**
1. Rake all leaves into the street at the curb.
 2. Do not park on or near leaf piles due to the potential fire hazard.
 3. Wetting the leaf piles with a garden hose will prevent blowing and also reduce the risk of fires.

- OTHER OPTIONS:**
1. Leaves can be placed with Curbside Yard Waste Collection.
 2. Leaves can be taken to the Wyandotte Drop-Off Recycling at 1168 Grove.

Recycling Center Hours:

Monday thru Friday 8:00 a.m. to 5:30 p.m.

Saturday 8:00 a.m. to 4:00 p.m.

Sunday 12:00 p.m. to 4:00 p.m. Closed Holidays

Extended hours during the month of November, 2018 –Saturday until 6:00 p.m. and Sunday 10:00 a.m. to 4:00 p.m.

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

RESOLVED that the communication from the City Engineer regarding Leaf Collection Service in the City of Wyandotte is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council authorizes the City Clerk to publish said scheduled in the Wyandotte New Herald; AND

BE IT FURTHER RESOLVED that the City requests residents to avoid parking on the streets during their weeks of leaf collection.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

Guide Sheet

FINAL READING OF AN ORDINANCE

#1466

**City of Wyandotte
2019 Fiscal Year Budget Ordinance**

“AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST MONDAY OF OCTOBER, 2018. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2019 FISCAL YEAR.”

RESOLUTION

DATE: September 24, 2017

RESOLUTION by Councilperson _____

**City of Wyandotte
2019 Fiscal Year Budget Ordinance**

“AN ORDINANCE TO PROVIDE AND APPROPRIATE THE SEVERAL AMOUNTS REQUIRED TO DEFRAY THE EXPENDITURES AND LIABILITIES OF THE CITY OF WYANDOTTE FOR THE FISCAL YEAR BEGINNING THE FIRST MONDAY OF OCTOBER, 2018. THE SAME TO BE TERMED THE ANNUAL APPROPRIATION BILL FOR THE 2019 FISCAL YEAR.”

THE CITY OF WYANDOTTE ORDAINS:

SECTION I - GENERAL FUND

There shall be raised by general tax for the fiscal year beginning October 1, 2018, and ending September 30, 2019, to be assessed, levied, and collected by tax on all taxable real and personal property in the City of Wyandotte, Michigan, the sum of \$10,267,520. In addition to the foregoing, it is estimated that state receipts, revenues, and moneys from sources other than current City taxes will be \$12,534,484, for a total of \$22,802,004 of General Fund Revenue.

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

A.	General Fund:	
1.	Estimated Fund Balance - October 1, 2018	\$ 4,036,302
2.	Appropriations:	
a.	Legislative	120,726
b.	Judicial	1,164,607
c.	Financial Services/Administration	648,732
d.	Information Technology	203,418
e.	General Government	1,467,550
f.	Assessor	419,392
g.	City Clerk	250,214
h.	Treasurer	138,707
i.	Police & Civil Defense	4,707,004
j.	Downriver Central Dispatch	892,906
k.	Downriver Central Animal Control	243,980
l.	Fire	4,235,465
m.	Engineering & Building	1,120,939

n.	Public Works	2,771,823
o.	Recreation	535,931
p.	Swimming Pool	15,771
q.	Yack Arena	378,226
r.	Youth Assistance	46,499
s.	Historical Commission (Museum)	188,557
t.	City Commissions	26,807
u.	Retirement Contribution and OPEB	3,281,000
v.	Elections	56,400

SECTION II - SPECIAL REVENUE FUNDS

B.	Major Street Fund:	
1.	Estimated Fund Balance - October 1, 2018	\$ 353,717
2.	Estimated Revenues:	
a.	State Revenue	1,800,582
b.	METRO Act Revenue	80,000
3.	Appropriations:	
a.	Reimbursement to General Fund	400,000
b.	Maintenance and Construction	974,558
c.	Transfer to Local Street Fund	450,146
C.	Local Street Fund:	
1.	Estimated Fund Balance - October 1, 2018	\$ 289,503
2.	Estimated Revenues:	
a.	State Revenue	652,354
b.	Transfer from Major Street Fund	450,146
3.	Appropriations:	
a.	Reimbursement to General Fund	433,000
b.	Maintenance and Construction	500,000
D.	Sidewalk/Alley Fund:	
1.	Estimated Fund Balance - October 1, 2018	\$ 907,852
2.	Estimated Revenues:	
a.	Special Assessments	169,263
b.	Investment Earnings	4,000
3.	Appropriations:	
a.	Sidewalks/Alleys/Parking Lots	150,000
b.	Administration	100,000
E.	Drug Law Enforcement Fund:	
1.	Estimated Fund Balance - October 1, 2018	\$ 124,814
2.	Estimated Revenues	30,500
3.	Appropriations:	
a.	Personnel	7,600
b.	Equipment - Drug Enforcement	20,000

F.	Housing Rehabilitation Fund:		
1.	Estimated Fund Balance - October 1, 2018	\$	0
2.	Estimated Revenues		58,000
3.	Appropriations:		
a.	Building Rehabilitation		50,000
b.	Administration		8,000
G.	Community Development Block Grant Fund:		
1.	Estimated Fund Balance – October 1, 2018	\$	0
2.	Estimated Revenues		130,047
3.	Appropriations:		
a.	CDBG Projects		116,375
b.	Administration		13,672
H.	Urban Development Action Grant Fund:		
1.	Estimated Fund Balance - October 1, 2018	\$	1,087,098
2.	Estimated Revenues		20,000
3.	Appropriations:		
a.	Capital Outlay		50,000
b.	Administration		15,000
I.	Special Events Fund:		
1.	Estimated Fund Balance - October 1, 2018	\$	598,717
2.	Estimated Revenues:		
a.	Special Events		73,000
b.	Art Fair		206,000
3.	Appropriations:		
a.	Special Events		31,400
b.	Art Fair		150,000
c.	Holiday Celebrations		14,000
d.	Administration		20,000
J.	Solid Waste Fund:		
1.	Estimated Fund Balance - October 1, 2018	\$	682,587
2.	Estimated Revenues:		
a.	Rubbish Tags		7,000
b.	Taxes		1,300,266
c.	Dumpster Billings		286,000
d.	Investment Earnings		5,000
e.	Service Fees		242,000
3.	Appropriations:		
a.	Rubbish Collection		1,312,116
b.	Dumping/Compost Fees		360,000

	c.	Recycling Fees	4,000
	d.	Administration	275,000
	e.	Capital Equipment	37,000
K.		Building Authority Improvement Fund:	
	1.	Estimated Fund Balance - October 1, 2018	\$ 393,725
	2.	Estimated Revenues:	
	a.	Investment Earnings	2,000
	b.	Debt Levy	249,173
	3.	Appropriations:	
	a.	Debt Service	12,007
	b.	Administration/Other	20,000
L.		Drain Number Five Operation and Maintenance Fund:	
	1.	Estimated Fund Balance - October 1, 2018	\$ 3,294,984
	2.	Estimated Revenues	1,090,543
	3.	Appropriations:	
	a.	Wayne County Department of Public Works	820,403
	b.	Other	36,000
M.		Downtown Development Authority - TIF Fund:	
	1.	Estimated Fund Balance - October 1, 2018	\$ 774,352
	2.	Estimated Revenues:	
	a.	Tax Capture	552,472
	b.	Investment Earnings	1,000
	c.	Other	2,500
	3.	Appropriations:	
	a.	Eureka Viaduct Maintenance	125,000
	b.	Streetscape Maintenance	2,000
	c.	Promotions	30,000
	d.	Administration	85,000
	e.	Personnel	100,572
	f.	Streetscape Contribution	42,863
	g.	Beautification Commission	8,000
	h.	Business Procurement/Existing Business Stimulus	10,000
	i.	Masonic Temple Project	10,000
	j.	Business Assistance Program	170,000
	k.	Fort St. Sign/Fountain/Purple Heart	10,000
	l.	Farmers Market	7,500
	m.	Marketing	10,000
	n.	Christmas Lighting/Decorations	40,000
	o.	Other	77,500
N.		Tax Increment Finance Authority - Consolidated Fund:	
	1.	Estimated Fund Balance - October 1, 2018	\$ 6,891,044

2.	Estimated Revenues:	
a.	Tax Capture	2,546,985
b.	Other Operating Revenues	60,000
c.	Investment Earnings	5,000
3.	Appropriations:	
a.	Road Resurfacing	1,000,000
b.	Land Acquisition Program	750,000
c.	Property Maintenance/Taxes	91,392
d.	Infrastructure Improvements-Recreation	146,000
e.	Tree Maintenance	60,000
f.	Administration	275,000
g.	Debt Service	110,465
O.	Brownfield Redevelopment Authority Fund:	
1.	Estimated Fund Balance - October 1, 2018	\$ (783,200)
2.	Estimated Revenues:	
a.	Tax Capture	247,306
b.	Miscellaneous	94,372
3.	Appropriations:	
a.	Debt Service	117,007
b.	Administrative & Operating	61,340
P.	Capital Equipment and Replacement Fund:	
1.	Estimated Fund Balance - October 1, 2018	\$ 38,313
2.	Estimated Revenues	
a.	Debt Levy	193,975
3.	Appropriations	
a.	Vehicles - Police	150,000
b.	Debt Service	55,842

SECTION III - ENTERPRISE FUNDS

Q.	Sewage Disposal Fund:	
1.	Estimated Retained Earnings - October 1, 2018	\$14,019,150
2.	Estimated Revenues:	
a.	Customer Service Fees	5,409,789
b.	SAW Grant	438,000
c.	Investment Earnings	10,000
3.	Appropriations:	
a.	Infrastructure Replacement	1,378,200
b.	Administration	420,000
c.	Sewage Disposal Charges	2,162,018
d.	Depreciation	700,000

	e.	Debt Service	1,284,497
	f.	Other	164,757
R.		Municipal Golf Course Fund:	
	1.	Estimated Retained Earnings - October 1, 2018	\$ (547,856)
	2.	Estimated Revenues:	
	a.	Green Fees	210,000
	b.	Cart Rental	92,000
	c.	Other Revenue	48,350
	3.	Appropriations:	
	a.	Personnel	58,939
	b.	Course Maintenance	184,250
	c.	Other Expenses	105,560
	d.	Depreciation	96,000
S.		Building Rental Fund:	
	1.	Estimated Retained Earnings - October 1, 2018	\$ 977,241
	2.	Estimated Revenues:	
	a.	Rental Income	276,088
	b.	Expense Reimbursements	48,000
	3.	Appropriations:	
	a.	Operation & Maintenance	188,841
	b.	Utilities	91,000
	c.	Property Taxes	20,000
	d.	Depreciation	50,000

SECTION IV - INTERNAL SERVICE FUNDS

T.		Self Insurance/Worker's Compensation Fund:	
	1.	Estimated Retained Earnings - October 1, 2018	\$ 5,937,274
	2.	Estimated Revenues	85,000
	3.	Appropriations:	
	a.	Worker's Compensation	193,460
	b.	Self Insurance Claims	100,000
	c.	Other Expenses	41,877
	d.	Operating Transfers	650,000

SECTION V - DEBT FUNDS

U.		Debt Service:	
	1.	Estimated Fund Balance - October 1, 2018	\$ 276,356
	2.	Estimated Revenues	709,866
	3.	Appropriations:	
	a.	Debt Service-Police/Court	519,300
	b.	Debt Service-Central Fire Station	75,819
	c.	Other	500

SECTION VI - CITY TAX RATES

Preliminary City Tax Rates were adopted on July 23, 2018, after the required notices were filed and Public Hearings held. The Rates were calculated in accordance with Michigan Compiled Law Section 211.34E and 211.34D. The calculated City Tax Rates are the minimum required to defray operating expenses for the fiscal year October 1, 2018, through September 30, 2019. The Rates are as follows:

- | | | |
|----|----------------------------------|---------------------------|
| 1. | City Operating | \$14.9921/M Taxable Value |
| 2. | Refuse Collection | \$ 2.5063/M Taxable Value |
| 3. | Debt | \$ 2.5063/M Taxable Value |
| 4. | Drain #5 Operation & Maintenance | \$ 2.7453/M Taxable Value |

SECTION VII -ADOPTION

This ordinance is necessary for the immediate preservation of the public peace, property, health, safety and for the daily operation of all city departments. This ordinance shall take effect October 1, 2018, which represents the first Monday in October.

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: September 24, 2018

AGENDA ITEM # 7

ITEM: 2018 Fiscal Year Budget Amendments

PRESENTER: Robert J. Szczechowski, Deputy Treasurer/Assistant Finance Director 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Budget amendments are required to meet General Fund and Special Revenue Fund obligations.

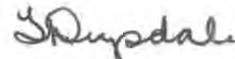
STRATEGIC PLAN/GOALS: To comply with all the requirements of our laws and regulations. The budget amendments keep the City in compliance with Public Act 621 of 1978.

ACTION REQUESTED: Adopt the resolution concurring with the Deputy Treasurer/Assistant Finance Director's recommendation of the 2018 Fiscal Year budget amendments.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: See attachment A.

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A



CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation. 

LIST OF ATTACHMENTS:

1. Budget amendments (attachment A)
2. Department requests/information

MODEL RESOLUTION:

RESOLVED BY CITY COUNCIL that Council hereby concurs in the recommendations of the Deputy Treasurer/Assistant Finance Director and approves the necessary 2018 Fiscal Year Budget amendments as outlined in this communication.

City of Wyandotte
Attachment A
Budget Amendments
September 18, 2018

2018 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-303-825-430	Equipment/Vehicle Maintenance	5,000.00	3,630.00	(1,370.00)
	101-303-850-530	Vehicles	30,000.00	29,274.03	(725.97)
	101-303-825-220	Operating Expenses	16,000.00	18,095.97	2,095.97
	101-301-850-531	Vehicle Changeover	29,290.00	28,790.00	(500.00)
	101-301-750-223	MIOSHA Requirements	2,800.00	3,300.00	500.00
	101-301-925-770	Prisoner Transport/Holding	80,000.00	78,800.00	(1,200.00)
	101-301-825-330	Prisoner Care	10,000.00	11,200.00	1,200.00
Total Increase/(Decrease) in Expenses/(Revenues)					-
Amend line items per Police Department requests (attachments).					
General Fund	101-336-750-222	Medical/Rescue Supplies	21,500.00	24,500.00	3,000.00
	101-336-825-930	Heat (Gas)	18,000.00	15,000.00	(3,000.00)
Total Increase/(Decrease) in Expenses/(Revenues)					-
Adjust Fire Department line items per Fire Chief request (attachment).					
Special Events Fund	285-225-925-861	Art Fair-Lemonade Stands	8,500.00	9,100.00	600.00
	285-000-655-072	Misc Rec-Lemonade (Art Fair)	(11,000.00)	(14,270.00)	(3,270.00)
	285-225-925-819	Sister City Program	5,000.00	8,600.00	3,600.00
	285-000-655-070	Misc Rec-Booth Rental (Art Fair)	(65,000.00)	(68,600.00)	(3,600.00)
Total Increase/(Decrease) in Expenses/(Revenues)					(2,670.00)
Amend line items per Special Events Coordinator requests (attachments).					
General Fund	101-136-825-330	Attorneys (CA) & Interpreters	36,500.00	45,500.00	9,000.00
	101-136-850-510	Office Equipment	54,700.00	45,700.00	(9,000.00)
Total Increase/(Decrease) in Expenses/(Revenues)					-
Adjust 27th District Court line items per Court Administrator request (attachment).					

City of Wyandotte
Attachment A
Budget Amendments
September 18, 2018

2018 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/Change
General Fund	101-000-511-013	Grant Revenue	-	(25,000.00)	(25,000.00)
	101-000-511-015	Grant-County/Comm Health	-	(50,000.00)	(50,000.00)
	101-750-850-560	Memorial Park Improvements	55,000.00	80,000.00	25,000.00
	101-750-850-561	Bishop Park Improvements	-	50,000.00	50,000.00
Total Increase/(Decrease) in Expenses/(Revenues)					<u>-</u>

Amend budget to reflect grant received for recreation improvements at Memorial and Bishop Parks.

Debt Service Fund/Capital Projects Fund	306-000-691-400	Operating Transfer to Capital Projects	-	3,100,000.00	3,100,000.00
	400-000-691-306	Operating Transfer from Debt Service	-	(3,100,000.00)	(3,100,000.00)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>-</u>

Reflect the transfer of amounts loaned from the Self-Insurance Fund for the Central Fire Station Renovation.

Debt Service Fund	306-200-925-797	Principal - Central Fire Station	24,290.00	-	(24,290.00)
	306-200-925-798	Interest Exp - Central Fire Station	75,710.00	38,750.00	(36,960.00)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>(61,250.00)</u>

Amend the budget to reflect the revised repayment schedule for the Central Fire Station Renovation.

General Fund	101-440-825-490	C of C Inspectors	68,000.00	83,000.00	15,000.00
	101-000-630-030	Service Fees-Comp Insp (Rentals)	(50,000.00)	(60,000.00)	(10,000.00)
	101-000-630-031	Service Fees-Home Insp (Sales)	(86,000.00)	(91,000.00)	(5,000.00)
	101-440-825-390	Copier	11,400.00	12,900.00	1,500.00
	101-440-725-115	Salaries-Seasonal (PT)	53,760.00	52,260.00	(1,500.00)
Solid Waste Fund	290-448-850-540	Other Equipment	32,000.00	35,000.00	3,000.00
	290-000-650-011	Solid Waste - Toters (Revenue)	(70,000.00)	(110,000.00)	(40,000.00)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>(37,000.00)</u>

Adjust line items per City Engineer request (attachment).

City of Wyandotte
Attachment A
Budget Amendments
September 18, 2018

2018 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
Brownfield Redevelopment Fund	231-000-655-040	Miscellaneous Revenue	50,824.00	70,199.90	19,375.90
	231-107-926-120	Interest Reimbursement #7	5,367.00	9,741.83	(4,374.83)
	231-200-925-355	Project Development Services	38,864.00	62,892.72	(24,028.72)
Total Increase/(Decrease) in Expenses/(Revenues)					<u>(9,027.65)</u>

Adjust revenue and expense to account for differences in taxable value and interest repayment as compared to the proposed budget and to reflect additional amounts captured and spent for administrative support for brownfield plans.

General Fund	101-100-725-110	Salary-Mayor & Council	62,893.00	63,103.00	210.00
	101-100-725-140	Retirement Contribution-DC	4,289.00	4,314.00	25.00
	101-100-725-150	FICA	4,811.00	4,576.00	(235.00)
	101-136-725-167	Retiree Health Care (RHS)-Court	5,200.00	5,350.00	150.00
	101-136-725-150	FICA	41,404.00	41,254.00	(150.00)
	101-209-725-110	Salary-Assessor	46,062.00	46,212.00	150.00
	101-209-925-720	Education/Training	-	100.00	100.00
	101-209-750-230	Postage	9,500.00	9,250.00	(250.00)
	101-301-725-115	Holiday Pay-Police	120,103.00	123,828.00	3,725.00
	101-301-725-117	Comp Time Payout	25,000.00	25,025.00	25.00
	101-301-725-118	Premium Pay (Fitness)	12,000.00	14,050.00	2,050.00
	101-301-725-120	Overtime	130,000.00	164,500.00	34,500.00
	101-301-725-122	Overtime-Traffic Detail	25,000.00	26,030.00	1,030.00
	101-301-725-150	FICA	56,475.00	62,775.00	6,300.00
	101-301-725-165	Prescription Drug Coverage	63,522.00	100,522.00	37,000.00
	101-301-825-910	Electric	100,000.00	100,500.00	500.00
	101-301-725-110	Salary	2,505,022.00	2,419,892.00	(85,130.00)
	101-302-725-120	Overtime-DCD	60,000.00	65,600.00	5,600.00
	101-302-725-165	Prescription Drug Coverage	12,022.00	14,322.00	2,300.00
	101-302-725-115	Salary-PT	150,000.00	142,100.00	(7,900.00)
	101-303-725-120	Overtime-DCAC	3,200.00	4,500.00	1,300.00
	101-303-725-167	Retiree Health Care (RHS)	650.00	660.00	10.00
	101-303-825-220	Operating Expenses	16,000.00	17,500.00	1,500.00
	101-303-825-910	Electric	8,000.00	11,000.00	3,000.00
	101-303-725-115	Salary-PT	70,150.00	64,340.00	(5,810.00)
	101-336-725-110	Salary-Fire	1,964,449.00	1,970,149.00	5,700.00

City of Wyandotte
Attachment A
Budget Amendments
September 18, 2018

2018 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
	101-336-725-165	Prescription Drug Coverage	64,659.00	83,659.00	19,000.00
	101-336-725-120	Overtime	100,000.00	94,300.00	(5,700.00)
	101-336-725-160	Medical Insurance	402,123.00	383,123.00	(19,000.00)
	101-440-725-110	Salary-Engineering	555,932.00	557,632.00	1,700.00
	101-440-725-140	Retirement Contribution-DC	30,431.00	32,181.00	1,750.00
	101-440-725-167	Retiree Health Insurance- (RHS Plan)	1,950.00	3,650.00	1,700.00
	101-440-750-221	Cellular Phones & Pagers	3,000.00	3,400.00	400.00
	101-440-825-375	Computer Services-DMS	1,500.00	2,900.00	1,400.00
	101-440-725-115	Salaries-Seasonal (PT)	53,760.00	46,810.00	(6,950.00)
	101-448-725-167	Retiree Health Care (RHS Plan)-DPS	7,800.00	9,350.00	1,550.00
	101-448-725-115	Salary-Seasonal (PT)	151,515.00	149,965.00	(1,550.00)
	101-750-725-165	Prescription Drug Coverage	4,982.00	6,607.00	1,625.00
	101-750-725-170	Life Insurance	301.00	360.00	59.00
	101-750-725-115	Salary-Seasonal (PT)	122,065.00	120,381.00	(1,684.00)
	101-800-725-150	FICA-Museum	10,536.00	10,761.00	225.00
	101-800-725-115	Salary-PT	48,005.00	47,780.00	(225.00)
	101-805-725-120	Overtime-Building Board	4,000.00	4,535.00	535.00
	101-810-725-120	Overtime-Planning Commission	4,000.00	5,005.00	1,005.00
	101-440-725-115	Salaries-Seasonal (PT)	53,760.00	52,220.00	(1,540.00)
Total Increase/(Decrease) in Expenses/(Revenues)					-
Amend line items due to various reasons.					
General Fund	101-200-825-370	Computer Services	60,000.00	60,100.00	100.00
	101-200-825-395	Accumed	42,496.00	44,996.00	2,500.00
	101-200-825-920	Water	5,000.00	5,500.00	500.00
	101-200-825-396	Midwestern Audit Collection	3,000.00	500.00	(2,500.00)
	101-200-925-790	Miscellaneous	15,000.00	14,400.00	(600.00)
Total Increase/(Decrease) in Expenses/(Revenues)					-
Adjust various General Government budget amounts.					
Capital Equipment Fund	402-336-850-530	Vehicles	-	259,932.00	259,932.00
Total Increase/(Decrease) in Expenses/(Revenues)					259,932.00

Budget for the remounting of two (2) ambulances.

City of Wyandotte
Attachment A
Budget Amendments
September 18, 2018

2018 Fiscal Year

Fund	Account	Account Description	Current Budget Amount	Amended Budget Amount	Amendment/ Change
General Fund	101-750-725-120	Overtime-Recreation	2,000.00	2,125.00	125.00
	101-750-825-910	Electric	23,500.00	27,500.00	4,000.00
	101-750-725-115	Salary-Seasonal (PT)	122,065.00	117,940.00	(4,125.00)
	101-756-825-910	Electric-Yack	105,000.00	112,300.00	7,300.00
	101-756-825-920	Water	4,400.00	4,520.00	120.00
	101-756-825-930	Heat (Gas)	37,000.00	29,580.00	(7,420.00)
Municipal Golf Course Fund	525-750-725-116	Salary-Cashiers, Rangers, Starters	51,500.00	52,475.00	975.00
	525-750-725-150	FICA	4,189.00	4,239.00	50.00
	525-750-925-770	Taxes	2,000.00	2,030.00	30.00
	525-750-825-930	Heat (Gas)	8,000.00	6,945.00	(1,055.00)
Total Increase/(Decrease) in Expenses/(Revenues)					-
Adjust line items per Recreation Superintendent request (attachment).					
Drain #5 Fund	403-200-925-795	Principal SRF 9/23/11	27,678.00	28,203.00	525.00
Total Increase/(Decrease) in Expenses/(Revenues)					525.00
Correct budget for principal payment amount.					
DDA-TIF Fund	499-200-850-533	Millennium Plaza	-	38,587.00	38,587.00
	499-200-725-110	Salary	36,748.00	11,748.00	(25,000.00)
	499-200-725-115	Seasonal Salary-PT	41,500.00	37,913.00	(3,587.00)
	499-000-655-075	Arrowhead Pavilion Revenue	-	(10,000.00)	(10,000.00)
Total Increase/(Decrease) in Expenses/(Revenues)					-

Amend DDA-TIF budget to account for Millennium Plaza expenses and grant revenue related to the Arrowhead Pavilion.

City of Wyandotte

Interdepartmental Communication

DATE: August 13, 2018
TO: Bob Szczechowski, Finance
FROM: Laura Allen, Administrative Assistant
SUBJECT: **Transfer of Funds**
CC: Chief of Police Brian K. Zalewski

Bob, we would like to transfer the following amounts:

Please **take**

\$1,370 from account # 101-303-825-430 Equipment/Vehicle Maintenance

\$920.97 from account # 101-303-850-530 Vehicles

And **transfer** the

\$2,290.97 to account # 101-303-825-220 Operating Expenses

Please **take**

\$500 from account # 101-301-850-531 Vehicle Changeover

And **transfer** the

\$500 to account # 101-301-750-223 MIOSHA

Please advise if there are any problems with this request.

If you have any questions, please call me at ext. 4424. Otherwise, thank you for your assistance.

Sincerely,

Laura Allen

City of Wyandotte

Interdepartmental Communication

DATE: August 27, 2018
TO: Bob Szczechowski, Finance
FROM: Laura Allen, Administrative Assistant
SUBJECT: **Transfer of Funds**
CC: Chief of Police Brian K. Zalewski

Bob, we would like to transfer the following amounts:

Please **take**

\$1,370.00 from account # 101-303-825-430 Equipment/Vehicle Maintenance

\$ 725.97 from account # 101-303-850-530 Vehicles

And **transfer** the

\$2,095.97 to account # 101-303-825-220 Operating Expenses

Please advise if there are any problems with this request.

If you have any questions, please call me at ext. 4424. Otherwise, thank you for your assistance.

Sincerely,

Laura Allen

Wyandotte Fire Department

Office of the Chief

Memo

To: Bob Szczechowski
From: Chief Jeffery Carley
Date: August 16, 2018
Re: Budget Amendment Request

Budget Amendment Request

For FY 2018 the fire department experienced approximately \$2,275.00 of unscheduled and unanticipated repairs to our cardiac monitors which if not completed the have rendered the equipment including the ambulance

For FY 2017 the Fire Department was budgeted \$21,500.00 for Medical and Rescue Supplies and Equipment account number 101-336-750-222. I'm estimating expenditures for the remaining FY 2018 of \$2,000 to 2,500.

The current fund balance in 101-336-750-222 Medical and Rescue Supplies is \$227.39, with that, I'm respectfully requesting that \$3,000.00 from account 101-336-825-930 Heat (Gas) be moved to account 101-336-750-222.

Thanks

Jeffery Carley
Fire Chief

Bob Szczechowski

From: Heather Thiede
Sent: Wednesday, August 22, 2018 2:33 PM
To: Bob Szczechowski; Kathy Trudell
Subject: WSAF Lemonade 2018

Bob -

Please see the below accounts and amount increased that I would like to amend the budgets below.

Amount	Event	From Expense Account	Expenditure Account
\$509.86	WSAF Lemonade	285-225-925-860	285-225-925-861

Thank you very much,

Heather

Heather A. Thiede - Champlin | Special Events Coordinator | City of Wyandotte
Department of Recreation Leisure and Culture
P: 734.324.4502 | F: 734.324.7283
3200 Biddle Avenue Ste. 200 | Wyandotte, MI 48192 – NEW ADDRESS
www.wyandotte.net
www.facebook.com/WyandotteCityofFestivals/

MEMORANDUM

DATE: August 23, 2018

TO: Robert J. Szczechowski, A/Finance Director

FROM: Stacie Nevalo – 27th District Court Administrator

RE: Budget Amendment

The Court is requesting the following budget amendment and transfer of funds:

\$9,000.00 to ACCT #101-136-825-330 Court Appointed Attorney/Interpreter

\$9,000.00 from ACCT#101-136-850-510 Office Equipment

Money needed to increase in CAA and Interpreter

Funds are available in the above account for the requested transfers. Total funds to be transferred \$9,000.00.

Please contact me if you have any questions, thank you.

Bob Szczechowski

From: Kathy Trudell <ktrudell@wyan.org>
Sent: Thursday, August 23, 2018 5:31 PM
To: Bob Szczechowski
Subject: FW: Komaki Budget Transfer

FYI

Kathy Trudell
City of Wyandotte Financial Services
734-324-4546
ktrudell@wyan.org

From: Heather Thiede [<mailto:hthiede@wyandottemi.gov>]
Sent: Tuesday, August 21, 2018 11:04 AM
To: Todd A. Drysdale
Cc: Justin Lanagan; Kathy Trudell
Subject: Komaki Budget Transfer

Todd, Justin and Kathy -

Hello! Please see the below request for funds to be transferred to the Sister City Komaki Exchange Account to process invoices for the Delegations visit this month.

Amount	Event	Revenue Account	Expenditure Account
\$3,600	Sister City Exchange	WSAF Excess Proceeds Account	285-225-925-819

I will be processing the invoices this week from the August Komaki exchange. Also, I have made a connection to Toyota and will be speaking to them about funding these programs in the future.

Thank you very much,

Heather

Heather A. Thiede - Champlin I Special Events Coordinator I City of Wyandotte
Department of Recreation Leisure and Culture
P: 734.324.4502 I F: 734.324.7283
3200 Biddle Avenue Ste. 200 I Wyandotte, MI 48192 – NEW ADDRESS
www.wyandotte.net
www.facebook.com/WyandotteCityofFestivals/

Bob Szczechowski

From: Mark Kowalewski
Sent: Thursday, August 30, 2018 12:18 PM
To: Bob Szczechowski
Cc: ktrudell@wyan.org; Dave Rothermal; Gary Ellison; Peggy Green
Subject: Budget Amendment Solid Waste

Bob,

Please do a budget amendment in the Solid Waste Fund as follows:

- 290-448-850-540 Expenditure Other Equipment: increase \$3,000
- 290-000-650-011 Revenue toters: increase \$40,000

Mark A. Kowalewski, PE
City Engineer
City of Wyandotte
3200 Biddle, suite 200
Wyandotte, MI 48192
1-734-324-4554

Bob Szczechowski

From: Mark Kowalewski
Sent: Friday, September 07, 2018 1:05 PM
To: Bob Szczechowski
Cc: ktrudell@wyan.org; Kelly Roberts; Peggy Green
Subject: Budget Amendment

Bob,

Please process a budget amendment for:

- Expense Account #101-440-825-490 C of C Inspectors +\$15,000
- Revenue Account# 101-000-630-030 Service Fees-Comp Insp[Rentals] +\$10,000
- Revenue Account# 101-000-630-031 Service Fees-Home Inspect[Sales] +\$5,000

Mark A. Kowalewski, PE
City Engineer
City of Wyandotte
3200 Biddle,suite 200
Wyandotte, MI 48192
1-734-324-4554

Bob Szczechowski

From: Mark Kowalewski
Sent: Thursday, September 13, 2018 10:18 AM
To: Bob Szczechowski
Cc: Jesus Plasencia; Peggy Green; Dana Browning (dbrowning@wyan.org); ktrudell@wyan.org
Subject: Budget Amendment

Bob,

Please process a budget amendment as follows:

101-440-825-390 Copier	+ \$1,500
101-440-725-115 Seasonal{PT}	- \$1,500
530-444-925-770 Taxes-Bank Building	+\$13,000
530-444-825-910 Electric-Bank Building	- \$13,000

Thanks,

Mark A. Kowalewski, PE
City Engineer
City of Wyandotte
3200 Biddle,suite 200
Wyandotte, MI 48192
1-734-324-4554

City of Wyandotte

Interdepartmental Communication

DATE: September 11, 2018
TO: Bob Szczechowski, Finance
FROM: Laura Allen, Administrative Assistant
SUBJECT: **Transfer of Funds**
CC: Chief of Police Brian K. Zalewski

Bob, we would like to transfer the following amounts:

Please **take**

\$1,200.00 from account # 101-301-925-770 Prisoner Transport / Holding

And **transfer** the

\$1200.00 to account # 101-301-825-330 Prisoner Care

Please advise if there are any problems with this request.

If you have any questions, please call me at ext. 4424. Otherwise, thank you for your assistance.

Sincerely,

Laura Allen

Unapproved as of 9/18/2018

CITY OF WYANDOTTE

MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, September 18, 2018 at 8:41 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Melissa Armatis, Stephanie Badalamenti, Todd Drysdale, Joe Maher, Charles Mix and Paul LaManes

BOARD MEMBERS ABSENT: Al Sliwinski (Excused), Larry Garmo (Excused)

Minutes of Previous Meeting (July 17th, 2018)

The minutes of the meeting of July 17th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Armatis. The motion passed unanimously with no objections.

Presentations/Persons in Attendance – None

Communications

Communication was brought forth for recommended amendments to the FY2018 BRDA budget due to differences in taxable value, interest calculations and project support services regarding Brownfield Plan #7 - Labadie.

Resolutions

Resolution by the Brownfield Redevelopment Authority (BRDA) recommending approval by the Wyandotte City Council of amendments to the FY2018 BRDA budget.

Dated: September 18, 2018

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority (BRDA) has received a recommendation for amendments to the FY2018 BRDA Consolidated Budget, and

WHEREAS, discussion ensued by the BRDA Board regarding the recommended amendments to the FY2018 budget; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Brownfield Redevelopment Authority recommending approval by the Wyandotte City Council of the recommended amendments to the Fiscal 2018 BRDA Consolidated Budget.

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.

JUSTIN N. LANAGAN
SUPERINTENDENT OF RECREATION
DEPARTMENT OF RECREATION, LEISURE AND CULTURE

Date: September 19th, 2018

To: Robert Szczechowksi
Department of Financial & Administrative Services

From: Justin Lanagan
Recreation Superintendent

Re: Budget Transfers

Please transfer the following:

\$975 from **525-750-825-930** Golf Heat to **525-750-725-116** Salary-Cashiers/Rangers

Golf course stayed open later in the 2017 season, staying open into the month of December

\$7,300 from **101-756-825-930** Arena Heat to **101-756-825-910** Arena Electric

\$120 from **101-756-825-930** Arena Heat to **101-756-825-920** Arena Water

~~\$75 from **101-756-750-225** Arena Concession to **101-756-750-220** Arena Operations~~

\$4,000 from **101-750-725-115** Rec PT Salary to **101-750-825-910** Rec Electric

Took on utilities at 1148 Biddle after tenant moved out

\$125 from **101-750-725-115** Rec PT Salary to **101-750-725-120** Rec Overtime

\$150 from **101-800-750-270** Museum Maint to **101-800-825-375** Computer Services

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

RESOLVED that Council hereby concurs in the recommendations of the Deputy Treasurer/Assistant Finance Director and approves the necessary 2018 Fiscal Year Budget amendments as submitted to Council on September 24, 2018.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz

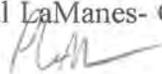
CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: 09-24-2018

AGENDA ITEM # 8

ITEM: Municipal Services – Concur with Sealed Bid #4734 Award for Substation #6 69kV Switch Replacement Construction

PRESENTER: Charlene Hudson, Director of Power Supply and Distribution 

INDIVIDUALS CONSULTED: Paul LaManes- General Manager, Ryan Smith and Chris Rempel – T&D Supervisors 

BACKGROUND: Wyandotte Municipal Services Electric Department is replacing the 69 kV disconnect switches at Substation 6. Sealed bids for construction were solicited under Bid #4734 from three (3) bidders; Newkirk Electric, Kent Power and Hydaker-Wheatlake. The group of contractors qualified to bid was limited to contractors who perform specialized substation work, and are signatory to IBEW Local 17. Hydaker-Wheatlake declined to bid. Sealed bids were opened at Wyandotte City Hall by the WMS Superintendent of Transmission and Distribution, as designated by the City Clerk's office, and PKM Consulting. PKM Consulting reviewed all bids subsequent to opening. WMS management recommends accepting the lowest bid from Kent Power for a total of \$273,577.00. Submitted bids under bid packet #4734 are available for review in the WMS offices at City Hall.

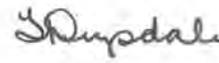
STRATEGIC PLAN/GOALS: Improvement of Power Generation and Distribution Facilities.

ACTION REQUESTED: Concur with the Wyandotte Municipal Services Commission approval to allow the Wyandotte Municipal Services General Manager to execute a contract agreement with Kent Power, the lowest bidder, in the amount of \$273,577.00, as recommended by WMS Management.

BUDGET IMPLICATIONS: Budget is accounted for under the approved Electric capital project 591-000-970-000-1014TD and funded through proceeds of the 2015 bond issuance.

IMPLEMENTATION PLAN: Subsequent to Council concurrence, execute a contract with Kent Power in the amount of \$273,577.00 and scheduled project.

MAYOR'S RECOMMENDATION – 

CITY ADMINISTRATOR'S RECOMMENDATION – 

LEGAL COUNSEL'S RECOMMENDATION – N/A

LIST OF ATTACHMENTS

- Letter of Recommendation
- Bid Results

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the Wyandotte City Council that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute a contract with the lowest qualified bidder under sealed Bid #4734, Kent Power, for construction services for installation of 69kV switches at Substation #6 in the amount of \$273,577.00, as recommended by WMS management.

I move for the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

August 30, 2018

Mrs. Charlene Hudson
Wyandotte Municipal Services
3605 11th Street
Wyandotte, Michigan 48192

RE: Substation No.6 69kV Switch Replacement Construction Bid Recommendation

Dear: Charlene

On August 30, 2018 bids for Substation Construction at Substation No.6 were opened. Bids were solicited from three (3) bidders; Newkirk Electric, Kent Power, and Hydaker-Wheatlake. Bids were received from two bidders (Hydaker-Wheatlake did not bid) and bid tabulation was filled out. PKM Consulting has review all bids and see no reason not to accept the low bid from Kent Power for a total of \$273,577.00.

If you have any question please do not hesitate to contact me at any time.

Sincerely,

PKM Consulting, LLC



Peter K. Malaney, P.E.
Managing Member

**WYANDOTTE MUNICIPAL SERVICES
SUBSTATION NO.6 69KV SWITCH REPLACEMENT
CONSTRUCTION BIDS**

BID DATE: August 30, 2018

BIDDER	BID BOND	CONSTRUCTION COST	PRICE DIFFERENTIAL
Kent Power	YES	\$273,577	\$0
Newkirk Electric	YES	\$279,337	\$5,760
Hydaker-Wheatlake	N/A	NO BID	

BY: *Peter K Maloney*

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that City Council concurs with the Municipal Services Commission authorizing the General Manager to execute a contract with the lowest qualified bidder under sealed Bid #4734, Kent Power, for construction services for installation of 69kV switches at Substation #6 in the amount of \$273,577.00, as recommended by WMS management.

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	_____

REQUEST FOR COUNCIL ACTION

MEETING DATE: September 24, 2018

AGENDA ITEM # 9

ITEM: Sale of the former 323 Maple (25' x 140')

PRESENTER: Mark A. Kowalewski, City Engineer 

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski

BACKGROUND: The City owns the former 323 Maple. Attached for your approval is a Purchase Agreement to sell the property to the adjacent property owner at 329 Maple, Ms. Hedger for the amount of \$1,250.00. The combination of the two (2) lots will result in one (1) lot measuring 50' x 140'.

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods by; matching tools and efforts to the conditions in city neighborhoods and continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve Purchase Agreement to sell said property to the adjacent property owner at 329 Maple in the amount of \$1,250.00 (\$50 per front foot).

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Once approved, will schedule closing on property.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: Purchase Agreement Reviewed by *W. Look*

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: Purchase Agreement; Map

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the communication from the City Engineer regarding the sale of Former 323 Maple, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Alice Hedger to acquire 25 feet of the Former 323 Maple in the amount of \$1,250.00; 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.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

- Alderman
- Calvin
- DeSana
- Maiani
- Sabuda
- Schultz

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the

{ City
XXXXXXX of
XXXXXXX

Wyandotte County, Michigan, described as follows:
East 1/2 of Lot 5, Block 105, Plat of Part of Wyandotte as recorded in Liber 1, Page 57 of Plats, WCR being known as Part of the former 323 Maple Street, together with all improvements and appurtenances, including all lighting fixtures, shades, Venetian blinds, curtain rods, storm windows and storm doors, screens, awnings, TV antenna, gas conversion unit and permit _____ if any, now on the premises, and to pay therefore the sum of One Thousand Two Hundred Fifty Dollars and 00/100 (\$1,250.00) Dollars, subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions;

THE SALE TO BE CONSUMMATED BY: Paragraph A

(Fill out one of the four following paragraphs, and strike the remainder)

<i>Cash Sale</i>	A. Delivery of the usual Warranty Deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.
<i>Cash Sale with New Mortgage</i>	B. Delivery of the usual Warranty Deed conveying a marketable title. Payment of Purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a _____ mortgage in the amount of \$ _____, and pay \$ _____ down plus mortgage costs, prepaid items and adjustments in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or F. H. A.
<i>Sale to Existing Mortgage</i>	C. Delivery of the usual Warranty Deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by _____ upon which there is unpaid the sum of approximately _____ Dollars, with interest at _____ per cent, which mortgage requires payment of _____ Dollars on the _____ day of each and every month, which payments DO, DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.
<i>Sale on Land Contract</i>	D. Payment of the sum of _____ Dollars, in cash or certified check, and the execution of a Land Contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within _____ years from the date of Contract in monthly payments of not less than _____ Dollars each, which include interest payments at the rate of _____ per cent per annum; and which DO, DO NOT include prepaid taxes and insurance.
<i>Sale to Existing Land Contract</i>	If the Seller's title to said land is evidenced by an existing by an existing land contract with unperformed terms and conditions substantially as above set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.
<i>Evidence of Title</i>	2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof. In lieu, thereof, a Policy of Title Insurance in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this agreement, will be accepted. Purchaser to pay premium for title insurance policy at time of closing.
<i>Time of Closing</i>	3. If this offer is accepted by the Seller and Purchaser and if title can be conveyed in the condition required hereunder, the parties agree to complete the sale upon notification that Seller is ready to close; however, if the sale is to be consummated in accordance with paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage. In the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.
<i>Purchaser's Default</i>	4. In the event of default by the Seller hereunder, the purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.
<i>Seller's Default</i>	
<i>Title Objections</i>	5. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date, is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement if unable to remedy the title the Purchaser agrees to complete the sale within 10 days of written notification thereof. If the Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.
<i>Possession</i>	6. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following tenants: <u>None</u>
	If the Seller occupies the property, it shall be vacated on or before <u>closing</u> From the closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ <u>NA</u> per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ <u>NA</u> as security for said occupancy charge, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

THIS IS A LEGAL BINDING CONTRACT, IF NOT UNDERSTOOD SEEK COMPETENT HELP

Taxes and Prorated Items	7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with <u>due date</u> (Insert one: "Fiscal Year" "Due Date." If left blank, Fiscal Year applies) basis of the municipality or taxing unit in which the property is located. Interest, rents and water bills shall be prorated and adjusted as of the date of closing. Due dates are August 1 and December 1.
	8. It is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.
Broker's Authorization	9. The Seller is hereby authorized to accept this offer and the deposit of <u>0.00</u> Dollars may be held by him under Act No. 112. P.A. of 1960 Sect. 13, (j) and applied on the purchase price if the sale is consummated.

10. APPLICABLE TO F. H. A. SALES ONLY:

It is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered in the purchaser a written statement issued by the Federal Housing Commissioner

setting forth the appraised value of the property for mortgage insurance purpose of not less than \$ _____ which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and the option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ _____.

11. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

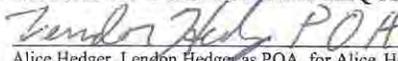
By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE described premises and is satisfied with the physical condition of structures thereon and acknowledges the receipt of a copy of this offer.

The closing of this sale shall take place at the office of the City Engineer, 3200 Biddle Avenue, Wyandotte, MI. However, if a new mortgage is being applied for, Purchasers will execute said mortgage at the bank or mortgage company from which the mortgage is being obtained. Additional conditions, if any: This Agreement is contingent upon the following: 1. City Council approval; 2. Purchaser combining this property with property currently owned by Purchaser known as 329 Maple. 3. Purchaser is responsible for all closing fees including, title premium, mapping fee, and recording fees. Closing fees will be due at time of closing. 5. Property is being purchased in an "as is" condition.

CHECK BOX IF CLOSING FEE OF \$200.00 IS TO BE PAID BY PURCHASER IS REQUIRED.

IN PRESENCE OF:


R. THOMAS BIDARI
Dated 9-14-18

 L. S.
Alice Hedger, Lendon Hedger as POA for Alice Hedger, Purchaser
Address 329 Maple, Wyandotte, Michigan 48192
Phone: _____

SELLER'S ACKNOWLEDGMENT OF DEPOSIT

Received from the above named Purchaser the deposit money above mentioned, which will be applied as indicated in Paragraphs 8 and 9 above, or will be returned forthwith after tender if the foregoing offer and deposit is declined.

Address _____
Phone _____ By: _____
This is a co-operative sale on a _____ basis with _____
Seller

ACCEPTANCE OF OFFER

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing offer is accepted in accordance with the terms stated, and upon consummation Seller hereby agrees to pay the Broker for services rendered a commission of (_____ Dollars) (_____ per cent of the sale price), which shall be due and payable at the time set in said offer for the consummation of the sale, or if un consummated, at the time of Seller's election to refund the deposit, or of Seller's or Purchaser's failure, inability or refusal to perform the conditions of this offer; provided, however, that if the deposit is forfeited under the terms of said offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the Broker in full payment for services rendered.

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

IN PRESENCE OF:

Dated: _____

CITY OF WYANDOTTE:

Joseph R. Peterson, Mayor L. S.

Lawrence S. Stec, City Clerk L. S.
Address 3200 Biddle Avenue, Wyandotte
Phone 734-324-4555

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.
Dated _____ L. S.
Purchaser

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the communication from the City Engineer regarding the sale of Former 323 Maple, Wyandotte; AND

BE IT FURTHER RESOLVED that Council accepts the offer from Alice Hedger to acquire 25 feet of the Former 323 Maple in the amount of \$1,250.00; 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.

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: September 24, 2018

AGENDA ITEM # 10

ITEM: Zoning Ordinance Change for Mid Rise and High Rise Residential Uses

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: Currently, there are two (2) proposed re-developments within the Central Business District (CBD) that would be mid-rise or high-rise condominiums or apartments. Both re-developments are constrained with their design decisions because of the City's current Zoning Ordinance regarding required parking for multiple family residential uses.

The CBD by its nature requires no parking except for the following uses as stated in Section 2403.P:
CBD Parking

1. Within the Central Business District (CBD) zoning district, as shown on the City of Wyandotte zoning map, all uses except for those listed below are exempt from the off-street parking requirements contained in subsection 2403.R.
 - (a) Residential uses.
 - (b) Funeral homes/mortuary establishments.
 - (c) Hotels and motels with thirty-four (34) or more rooms.
 - (d) Hospitals.
 - (e) Clinic.
 - (f) Private Clubs.

The Zoning Ordinance's reason for this exemption is to provide for a dense compact city environment. The City also provides public parking to accommodate this reduction or elimination of required parking. Unfortunately, the current ordinance does not provide for reductions of mid-rise and high-rise developments as the closest required description is multiple families. See attached existing Section 2403.R.1.b of the Zoning Ordinance. In fact, the Ordinance currently does not define mid-rise or high-rise.

Therefore, to provide for this lack of description for mid-rise and high-rise buildings and encourage this type of re-development in our CBD, I recommend the proposed attached changes be made to the Zoning Ordinance.

The proposed ordinance changes should be forwarded to the Planning Commission for the required public hearing.

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

ACTION REQUESTED: Approve the proposed Zoning Ordinance changes and refer to the Planning Commission to hold the required public hearing.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: n/a

IMPLEMENTATION PLAN: Refer to the Planning Commission for public hearing and response back to City Council for adoption.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *SDrusdale*

LEGAL COUNSEL'S RECOMMENDATION: Language and form reviewed. W. Look

MAYOR'S RECOMMENDATION: *ALP*

LIST OF ATTACHMENTS: Current Zoning Ordinance Section 2403.R.1 and proposed Zoning Ordinance Change

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED by the Mayor and City Council that the communication from the City Engineer regarding changes to the City's Zoning Ordinance regarding mid-rise and high-rise condominiums or apartments is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the proposed changes to the Zoning Ordinance as recommend by the City Engineer are referred to the Planning Commission to hold 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

Current Ordinance

R. The minimum number of off-street parking spaces by type of use shall be determined in accordance with the following schedule:

	Use	Minimum Number of Parking Spaces Per Unit of Measure
1.	Residential Uses	
a.	One- and two-family	One (1) for each dwelling unit.
b.	Multiple-family	One and one-half (1½) parking spaces for each dwelling unit of one (1) bedroom; two (2) parking spaces for each dwelling unit of two (2) bedrooms; two and one-half (2½) parking spaces for each dwelling unit of three (3) or more bedrooms. Plus one (1) additional parking space for every eight (8) units for guest parking.
c.	Housing for the elderly	One (1) for each three (3) dwelling units and one (1) for each employee in the largest working shift. Should units revert to general occupancy, the standards of paragraph b above shall apply.
d.	Bed and breakfast or rooming houses	One (1) for the owner or resident manager and one (1) for each guest room.
2.	Office uses	
a.	Financial institutions (banks, savings and loan offices, credit unions)	One (1) for each two hundred (200) sq. ft. of usable floor space plus four (4) waiting spaces for each drive-through window.
b.	Business offices or professional offices except as indicated in the following paragraph c.	One (1) for each three hundred (300) sq. ft. of usable floor area.

Current requirements

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE
ZONING ORDINANCE TO AMEND
CERTAIN PORTIONS OF
ARTICLE II – DEFINITIONS AND ARTICLE XXIV – GENERAL PROVISIONS

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 and the parking requirements for mid-rise or high-rise condominiums or apartments.

Section 2. Amendment to Article II Definitions, Section 201 Specific Terms by adding the following definitions:

- HIGH RISE CONDOMINIUM(S) OR APARTMENT(S)
Building that is over eight stories that are used exclusively as dwelling units.
- MID RISE CONDOMINIUM(S) OR APARTMENT(S)
Four to eight story building that are used exclusively as dwelling units.

Section 3. Amendment to Article II Definitions, Section 201 Specific Terms by amending the following definition:

Dwelling units. A building, or portion thereof, designed for occupancy by one (1) family for residential purposes and having cooking facilities which may include studio apartments or condominiums.

Section 4. Amendment to Article XXIV General Provisions, Section 2403 Parking Requirements by adding the following parking requirements for mid-rise or high-rise condominiums or apartments in CBD and outside the CBD:

- | | |
|---|---|
| 2403.R.1.e: Mid- Rise, High Rise
Condominiums or Apartments in CBD | One (1) parking space for each dwelling unit of one bedroom, one and one-quarter (1¼) parking spaces for each dwelling unit of two (2) bedrooms or more bedrooms. Plus one (1) additional parking space for every eight (8) dwelling units for guest parking. |
| 2403.R.1.f: Mid –Rise, High Rise
Condominiums or Apartments NOT in CBD | One and one quarter (1¼) parking space for each dwelling unit of one (1) bedroom, two (2) parking spaces for each dwelling unit of two (2) bedrooms or more bedrooms. Plus one (1) additional parking space for every eight (8) dwelling units for guest parking. |

Section 5. 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 6. 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 7. 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 8. Effective

This Ordinance shall take effect 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 from the date after 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 and 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

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from the City Engineer regarding changes to the City's Zoning Ordinance regarding mid-rise and high-rise condominiums or apartments is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that the proposed changes to the Zoning Ordinance as recommend by the City Engineer are referred to the Planning Commission to hold 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

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: September 24, 2018

AGENDA ITEM # 11

ITEM: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

PRESENTER: Mark A. Kowalewski, City Engineer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Based on Wyandotte's population the City receives Community Development Block Grant (CDBG) dollars through Wayne County. The County receives grant dollars via the Housing Urban Development (HUD). Therefore, attached for your approval is the Sub-Recipient Agreement for 2018 -2023 periods for the City to perform the following activities:

Street Improvements \$90,935.00
Housing Rehabilitation \$20,000.00
Youth Assistance \$12,712.00
Administration \$13,078.30

STRATEGIC PLAN/GOALS: This is consistent with the 2010-2015 Goals and Objectives of the City of Wyandotte Strategic Plan in the commitment to maintaining and developing excellent neighborhoods

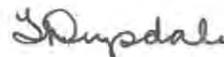
ACTION REQUESTED: Adopt a Resolution authorizing the Mayor and City Clerk to execute the Sub-Recipient Agreement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Projects budgeted into the 2018-2019 budget year

IMPLEMENTATION PLAN: Execute document and start projects

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION: Reviewed Agreement W.Look

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Sub-Recipient Agreement; Proof of Insurance

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby approves the Sub-Recipient Agreement for the Community Development Block Grant (CDBG) 2018-2023 and authorizes the Mayor and City Clerk to execute same.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

NAYS

Alderman
Calvin
DeSana
Maiani
Sabuda
Schultz



Warren C. Evans
Wayne County Executive

Contract Enumeration

Wyandotte	Street Improvements	\$90,935.00	18-34-03K	Categorically Excluded Part 58.6 & 58.5
	Housing Rehabilitation	\$20,000.00	18-34-14A	Categorically Excluded Part 58.5
	Public Services - Youth Assistance	\$12,712.00	18-34-05D	Categorically excluded Part 58.5
	Administration	\$13,078.30	18-34-21A	Exempt
		\$136,725.30		

Environmental Status and Requirements

- Exempt and Continuing Relevance Status:
 - Funds as of July 1, 2018 may be obligated and the activity is authorized to move forward.
- Categorically Excluded, Environmentally Assessed and Pending Status; part 58.6 or 58.6 & 58.5
 - These activities require Environmental Clearance and approval from Wayne County prior to awarding any contracts.

Public Service Contracts

- Public Service Contracts with outside agencies (i.e. The Guidance Center, Senior Alliance, Information Center, etc.) require a Letter of Agreement. Submit copies of the Letter of Agreement to Wayne County.

Construction Contracts

- All construction projects require a Department of Labor Wage Decision prior to bidding and must be recorded with Wayne County. Wage Decisions must be updated 10 days prior to the bid opening date.

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

Term July 1, 2018 through June 30, 2023

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

THIS SUBRECIPIENT AGREEMENT (“the “ Agreement”) is made and approved as of this 1st day of July, 2018, by and between the Charter County of Wayne, acting through Wayne County Community Development Division of the Health, Veterans and Community Wellness, whose address is the Wayne County Building, 500 Griswold, Detroit, Michigan 48226 (hereinafter referred to as the “Recipient or County”) and the City of Wyandotte, whose address is 3200 Biddle Avenue, Wyandotte MI 48192 (the **Subrecipient**”).

Mutual Understandings

- A. Wayne County has entered into an agreement with the U.S. Department of Housing and Urban Development (“HUD”) to be the recipient of Community Development Block Grant (“CDBG”) Funds as an “Urban County” pursuant to the Housing and Community Development Act of 1974, as amended (the “Act”), Wayne County will receive these Funds to effect the purposes of its CDBG Program, pursuant to which it will make grants to eligible subrecipients to engage in community development activities.
- B. The Subrecipient has applied to the Recipient for a grant pursuant to the CDBG Program to provide financing for specific activities outlined in an application submitted to the Recipient for the HUD Program Year 2018 starting July 1, 2018 (“Program Year”).
- C. The Subrecipient may apply to the Recipient for additional grant Funds pursuant to the CDBG Program that are approved by the Wayne County Community Development Division for specific CDBG-eligible activities as Funds are available.
- D. Both the Subrecipient and the Recipient (“Parties”) by entering into this Agreement are bound in accordance with 24 CFR Part 570.503,
- E. The Work to be performed under this Agreement must be completed within eighteen (18) months of July 1 of the respective HUD Program Year unless otherwise extended through the Recipient's administrative review process.
- F. The Parties are entering into this Agreement to memorialize the terms and conditions under which the grant will be made and administered.
- G. The exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

Section 1

Definitions

In addition to the words and terms elsewhere defined in this Agreement and the exhibits hereto, the following words and terms as used in this Agreement shall have the following meanings for the purposes of this Agreement unless the context or use indicates another or different meaning or intent. Furthermore, any definition that conflicts with a definition as provided for in any laws, rules, and regulations applicable to Community Development Block Grants and a specific context shall supersede the definition or portion of the definition that conflicts below:

- 1.01. **"Agreement"** means this document in its final form, including all exhibits, as executed by the County and Subrecipient.
- 1.02. **"CDBG"** means Community Development Block Grant pursuant to the Housing and Community Development Act of 1974, as amended.
- 1.03. **"CDBG Funds"** means Community Development Block Grant Funds made available to the County pursuant to the Housing and Community Development Act of 1974, as amended for the purpose of dispensing these Funds for eligible CDBG Activities under this Agreement. **The CDBG Funds contemplated for this Agreement are \$136,725.30 (One Hundred Thirty Six Thousand Seven Hundred Twenty Five Dollars and Thirty Cents).**
- 1.04. **"City"** means the following:
 - (i) Any unit of general local government located in Wayne County that is classified as a municipality by the United States Bureau of the Census, or
 - (ii) Any other unit of general local government located in Wayne County that is a town or township.
- 1.05. **"Closing or Closing Date"** shall mean the date and time, which shall be mutually agreed upon by the Subrecipient and the County, at which the Subrecipient shall execute this Agreement and any other documents deemed necessary by the County in connection with this transaction and Project.
- 1.06. **"Contractor"** shall mean an entity or person paid with CDBG Funds in return for a specific service (e.g., construction, program management). Contractors must be selected through a competitive procurement process by the Subrecipient unless otherwise noted in this Agreement.
- 1.07. **"Counsel"** shall mean a person admitted to practice law in the State of Michigan and who may be the legal advisor for the County or the Subrecipient.

- 1.08. **"LMA"** shall mean low and moderate income area benefiting all residents of a primarily residential area in which at least 51% of the residents have incomes at or below 80% of area income.
- 1.09. **"LMI"** shall mean low and moderate income.
- 1.10. **"LMH"** shall mean low and moderate housing activities that will be occupied by a household whose income is at or below 80% of area median income.
- 1.11. **"LMC"** shall mean low and moderate limited clientele activities whose income is at or below 80% of area median income.
- 1.12. **"LMJ"** shall mean low and moderate job creation and retention LMI benefit national objective addresses activities designed to create or retain permanent jobs, at least 51 percent of which will be made available to or held by LMI persons.
- 1.13. **"Program Income"** means revenue (i.e., gross income) received by a state, unit of general local government, or Subrecipient that is directly generated from the use of CDBG Funds.
- 1.14. **"Program Manager"** means the Wayne County staff person currently managing the Wayne County CDBG program.
- 1.15. **"Recipient"** or **"County"** shall mean the County of Wayne, Michigan.
- 1.16. **"Records"** shall mean all records, data, notes, reports, discs, and documents in whatever format related to this Agreement and the Work under this Agreement and as further defined in Section 5 of this Agreement.
- 1.17. **"Regulations"** shall mean the regulations relating to the CDBG Program promulgated by HUD.
- 1.18. **"Rehabilitation"** shall mean any rehabilitation of residential property to the extent necessary to comply with applicable laws, codes, and other requirements relating to housing safety, quality and habitability, in order to sell, or redevelop such homes and properties. Rehabilitation may include improvements to increase the energy efficiency or conservation of such homes and properties or provide a renewable energy source for such homes and properties.

- 1.19. “Subrecipient” shall mean the City of Wyandotte, a unit of local government or municipality that the County has awarded CDBG Funds to perform eligible activities under the CDBG Program.

Section 2

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

2.01 Term

The term of this Agreement will be from July 1, 2018 until June 30, 2023 unless otherwise terminated in accordance with this Agreement.

2.02 CDBG Objective

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

2.03 Compliance With CDBG Eligible Activity Requirements

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

- (a) Acquisition. Acquisition in whole or in part by the Subrecipient, by purchase, long-term lease, donation, or otherwise, of real property (including air rights,

water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of 24 CFR 570.207;

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

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

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

(e) Public services. Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan;

(f) Interim assistance.

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

- (i) Repairs to streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and
- (ii) The implementation on a short term basis of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

- (2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief elected official of the Subrecipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:
- (i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;
 - (ii) The clearance of streets, including snow removal and similar activities, and the improvement of private properties.
- (3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(p) Technical assistance. Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The Subrecipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

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

2.03 National Objectives.

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

1. Benefits low and moderate income persons

a. (LMA) Area Benefit -- activity provides benefit to area where at least 51% of residents receive low- to moderate-incomes:

- 1) Area is primarily residential and activity meets LMI needs.
- 2) Income levels are documented by Census or an approved substitute.
- 3) Exceptions apply under special circumstances.

b. (LMC) Limited Clientele -- activity benefits a limited number of persons who are at least 51% (LMI) Low and Moderate Income:

- 1) Persons are presumed to be LMI (abused children, elderly, homeless).

- 2) Assistance is for LMI persons owning or developing microenterprises.
 - 3) Activity is a job training or placement activity. (Conditions do apply.)
- c. (LMH) Housing -- activity provides or improves residential structures to be occupied by LMI persons:
- 1) At least 51% of units must be occupied by LMI.
 - 2) Exceptions to the 51% rule are possible under limited circumstances.
- d. (LMJ) Jobs -- activity creates or retains jobs:
- 1) At least 51% of the jobs must be held by or available to LMI persons.
2. **Aids in the prevention or elimination of slums or blight**
- 1) Area must have a substantial number of deteriorated buildings.
 - 2) Activity must address one or more conditions contributing to deterioration.
 - 3) Spot Basis -- activity eliminates specific condition of blight in particular instance.
3. **Meets a need having a particular urgency (referred to as urgent need).**
- 1) Conditions are a serious and immediate threat to health and welfare and are of recent origin
 - 2) It cannot fund activity on its own as other sources of money are unavailable.

Section 3

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

3.01 Description of Work and Deadlines

The work to be performed for the eligible CDBG activities under this Agreement is set forth in the attached Appendix A ("Work") and shall, at the election of Recipient, also conform to any submittals (i.e. RFPs or applications) by Subrecipient to Recipient in the

process of receiving the CDBG Funds. Any Work shall be completed on or before eighteen (18) months from July 1 of the respective HUD Program Year unless otherwise extended through Recipient's approved modification process. The Subrecipient agrees that this deadline may be unilaterally shortened by the Recipient, at the Recipient's sole discretion, if a more expeditious schedule is required for the Recipient to comply with any HUD regulations, including, but not limited to, 24 CFR 570.902.

3.02 CDBG Activity Description

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

3.03 Transfer or Reallocation

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

3.04 Payment Restrictions

It is expressly agreed and understood that the total amount to be paid by the Recipient under this Agreement shall not exceed the CDBG Funds amount **actually awarded and received by Recipient** for this Agreement as specifically noted in Section 1 (Definitions)

of this Agreement. It is also expressly agreed and understood that all amounts allocated hereunder to the Subrecipient by the Recipient shall be on a reimbursement basis for monies already spent by the Subrecipient on approved (or pre-approved in writing if required by 2 CFR 200.407) eligible activities for projects meeting National Objectives. Subrecipient shall have no claim for detrimental reliance or otherwise for expenses it incurs for ineligible activities or projects not meeting National Objectives as interpreted by HUD or for claims for funds that have not been actually awarded to Recipient. All requests for payment reimbursements shall be submitted on a monthly basis with all the required documentations and certifications of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-85. All incomplete payment requests will not be processed and will be returned to the Subrecipient to complete.

3.05 Payment Disputes

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

3.06 Timely Execution of Agreement Required

The CDBG Funds are subject to strict timelines for eligible expenditure or they are subject to recapture. Accordingly, strict adherence to deadlines is required to avoid such recapture and penalties. Subrecipients must return properly authorized and executed

copies of this Agreement, with any accompanying resolutions required for proper authorization, within 30 days of receipt of the Agreement. Recipient will have the right to re-assign the CDBG Funds allocated to Subrecipient if Subrecipient does not comply with the provisions of this sub-section and Subrecipient will have no claim against Recipient.

3.07 Due Diligence Requirements

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

Section 4

Contractors

4.01 Using Contractors

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

4.02 Contractor Procurement

Contractors must be procured competitively according to Federal Office of Management and Budget (OMB) rules, 24 CFR 85.36, and 2 CFR 200.320. If the Subrecipient is acquiring goods and services, such as professional consulting, environmental review or planning, totaling no more than \$100,000 then small purchase procurement (24 CFR 85.36(d)(1) and 84.44(e)(2)) can be used which allows Subrecipient to obtain quotes from potential vendors with a detailed description of the goods or services needed without

publishing a formal request for proposals or invitation for bids. This method cannot be used if the amount of contract exceeds \$100,000 in value. In general, the small purchases procedures also should not be used to acquire construction Contractors. It is recommended that these acquisitions occur under the sealed bid approach.

4.03 Agreements with Contractors

Subrecipients must enter into written agreements with Contractors.

In order to meet HUD and County CDBG Program requirements, agreements with Contractors must address the following:

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

4.04 Limitation on Term of Contractor Agreements

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

Section 5

Records and Reports

5.01 Records Requirements

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

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

5.02 Retention of Records

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Recipient's annual

performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

5.03 Recipient Right to Examine and Audit

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

5.04 Activity Description Records

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

5.05 Program Related Reports

The Subrecipient shall prepare in a timely manner and submit, to the Recipient, all program-related reports required by the Wayne County CDBG Manual. These reports include, but are not limited to, a year-end report and the Program Income report described in Section 6 below.

Section 6

Program Income

6.01 Treatment of Program Income

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

6.02 Interest Bearing Account Requirement

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

6.03 Remittance Guidelines

Program Income cash balances or investments thereof in excess of one-twelfth of the CDBG Funds amount under this Agreement, except for those needed immediately, those in revolving loan Funds, those resulting from lump-sum draw-downs authorized under 24 CFR Part 570.513, and those invested or held as additional security for a Section 108 loan guarantee, must be remitted to the Recipient annually, at the end of each program year. The amount to be remitted will be calculated based on the total Program Income balances (with the exceptions noted above) held by the Subrecipient and all of its subrecipients as of the last day of the Recipient's Program Year.

Section 7

Use of Real Property

7.01 Use Restrictions

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

7.02 Security Requirement

In the event that the Subrecipient intends to perform an activity that involves real property, Wayne County may require a mortgage, note, or other instrument to secure the National Objective.

7.03 Requirement of Notice and Permission for Sale of Property

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

Section 8

Compliance with Federal Laws, Rules, and Regulations

8.01 General Compliance With Law and Specifically Federal Law

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

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

hazards, unless the community in which the area is situated is participating in a National Flood Insurance Program.

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

conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Recipient ordinances, resolutions and policies concerning the displacement of persons from their residences.

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

8.02 Compliance With State and Local Law

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

- A. Wayne County Ethics Ordinance
- B. Wayne County Contracting Requirements
- C. Wayne County Legislative Auditor General audit requirements.
- D. For any property funded by CDBG, state and local regulations governing construction, rehabilitation, and rental of that property.
- E. All state and local permitting requirements.

- F. All state and local laws regarding participation and inclusion of minority and women owned businesses or individuals.
- G. All state and local laws prohibiting business with certain entities.
- H. All applicable state and local environmental laws, rules, and regulations.
- I. All applicable state and local human and civil rights laws.

Section 9

Suspension and Termination

9.01 Termination For No Cause

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

9.02 Termination for Material Breach

The County may terminate this Agreement because the Subrecipient has failed to materially comply with any term of this Agreement, or any award or grant it receives. The grant or award may be suspended or terminated according to the specifications or within the time limit provided in this Agreement. The County may procure, upon such

terms and in such manner as the County may deem appropriate, services similar to those terminated, and the Subrecipient shall be liable to the County for any costs to obtain and transition similar services, provided the Subrecipient shall continue the performance of this Agreement to the extent not terminated under the provisions of this Article. In addition to any legal remedies otherwise available to the County by law or equity, the Subrecipient shall be responsible for all additional costs, charges, and damages incurred by the County in connection with the completion of the Agreement. Such expenses shall be deducted from any monies due or which may become due to the Subrecipient under the Agreement. If such expense exceeds the sum which would have been payable under the Agreement, then the Subrecipient shall pay, on demand, such excess amount to the County. Should a deficiency exist, the County may, to the extent allowed by law, offset such a deficiency against any compensation or reimbursement due or allocated by County or any of its component units to the Subrecipient in any context. . All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Agreement.

9.03 Subrecipient's Duties After Termination

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

- A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination.
- B. Obligate no additional CDBG Funds for payroll costs and other costs beyond the date as the County specifies.
- C. No later than the date the termination is effective but sooner if County requests, present all Agreement records and submit to the County all Records as the County specifies, all pertinent keys to files, and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property.
- D. Submit within 30 days a final report of receipts and expenditures of CDBG Funds relating to this Agreement.

- E. Place no further orders on contracts or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under this Agreement as is not terminated;
- F. Terminate all orders and subcontracts to the extent that they relate to the portion of Work so terminated;
- G. Submit within 30 days a listing of all creditors, Contractors, lessors, and other parties with which the Subrecipient has incurred financial obligations pursuant to the Agreement.
- H. Secure any Work to prevent any damage or waste.

9.04 Records Upon Termination

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

9.05 Failure to Deliver Records

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

9.06 Access to Records Upon Termination

Access to Records prior to delivery must be restricted to authorized representatives of the County and the Subrecipient. The Subrecipient has no right to disclose or use any

information gathered in the course of its work without obtaining the written concurrence of the County. All the information must be confidential and handled in such a manner at all times as to preserve confidentiality. The Records as well as any related products and materials are proprietary to the County, having been developed for the County for its own and sole use.

9.07 Assistance to Terminate

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

Section 10

Reversion of Assets

10.01 Return of Unspent CDBG Funds

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

10.02 Unused Equipment

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

Section 11

Expenditure of Community Development Block Grant Funds

11.01 Compliance With CDBG Spending Requirements

The Subrecipient agrees to expend any CDBG Funds received under this Agreement only in compliance with the Housing and Community Development Act of 1974, as amended, and the regulations of the Department of Housing and Urban Development as set forth in Volume 24, CFR Part 570, and in particular, Sections 570.200 through 570.208. The Subrecipient also specifically acknowledges that the Recipient is bound by 24 CFR 570.902, which requires the Recipient to spend its available Funds in a timely manner. The Subrecipient agrees to fully cooperate with the Recipient's efforts to comply with this section, which may require the Subrecipient to either expedite the spending of its CDBG Funds prior to the date shown in Section 3.01 hereof, or possibly return unspent CDBG

Funds to the Recipient. Those regulations are incorporated in this Agreement by reference.

Section 12

Amendment

12.01 Amendment Requirements

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

Section 13

Indemnification

13.01 General Indemnification and Hold Harmless Requirement

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

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

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

13.02 Responsibility for Property Loss

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

13.03 Coverage of the term "Recipient"

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

13.04 Independent Contractor Relationship between Recipient and Subrecipient

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

13.05 Comprehensive Duty to Defend, Indemnify, and Hold Harmless

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

Section 14

Insurance

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

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

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

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

14.02 Additional Insured Status. The County, its officers, officials, employees, volunteers, and others as may be specified in any "Special Conditions" shall be additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Subrecipient including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in

the form of an endorsement to the Subrecipient's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

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

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

Section 15

Assignment and Subcontract

15.01 Restrictions on Transfer or Assignment

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

15.02 Subcontracts

15.03 Approvals

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

15.04 Monitoring

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

15.05 Content

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

3” requirements as embodied in the following language if applicable to Subrecipient and to include the following language in all contract or subcontracts executed under this Agreement:

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

15.06 Selection Process

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

15.07 Succession

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

Section 16
Conflict of Interest

16.01 Covenant of No Conflict of Interest

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

16.02 Warranty of Non-Solicitation of County Employees

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

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

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

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

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

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

Section 17

Notices

17.01 Manner of Notice

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

If to the Subrecipient:

Mark A Kowalewski, City Manager
City of Wyandotte
3200 Biddle Avenue, Wyandotte MI 48192
mkowalewski@wyan.org
(734) 324-4554

If to the Recipient:

The Charter County of Wayne
Health, Veterans & Community Wellness
Community Wellness
28th Floor, Wayne County Building
500 Griswold
Detroit, Michigan 48226-2831
Attention: Terry Carroll-Community Wellness Administrator

17.02 Effect of Notice and Requirements

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

17.03 Special Notices

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

17.04 Point of Contact

Subrecipient shall designate a point of contact who is an authorized employee of Subrecipient to communicate with County regarding this Agreement and the Work ("Point of Contact"). All communications on behalf of Subrecipient to Recipient regarding this Agreement and the Work should include the Point of Contact. County is not obligated to communicate with any individual or entity regarding the Agreement, Work, or CDBG Program that is not an employee or political appointee of Subrecipient.

Section 18

Severability of Provisions

18.01 Provisions Enforceable Despite Disallowed Provisions

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

Section 19

Jurisdiction

19.01 Jurisdiction and Venue in Wayne County, State of Michigan

This Agreement, and all actions arising hereunder, shall be governed by, subject to, and construed according to the law of the State of Michigan. The Subrecipient agrees consents and submits to the personal jurisdiction of any competent court in Wayne

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

Section 20

CDBG Certification

20.01 Ongoing Certification Compliance Required

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

Section 21

Authorization / Misc

21.01 Proper Authorization

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

21.02 Signage Requirement

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

21.03 Wayne County Commission Approval Required

This Agreement is effective subject to an authorizing resolution by the Wayne County Commission and subsequent execution by the Wayne County Executive or his designee.

Section 22

Signature

22.01 Duly Authorized Signatures

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

City of Wyandotte

By: _____

Certifying Officer

CHARTER COUNTY OF WAYNE

By: _____

Warren C. Evans
Wayne County Executive

County Commission approved and
Execution Authorized
by Resolution

No. _____

Date: _____

APPENDIX A
CDBG PROJECTS

Grantee	PY 2018 Grant Amount	Activity	Amount	Activity Matrix No.	National Objective	Limited Clientele	Census Tract	Benefit	Performance Measure	Contract No.
Wyandotte	\$136,725.30	Street improvements	\$90,935.00	03K	LMA	Low/mod	CT 5808 BG: 002 CT: 5809 BG: 003	citywide	Enhance suitable living environment	18-34-03K
		Housing Rehab.	\$20,000.00	14A	LMC	Low/mod	citywide	3 houses	Enhance suitable living	18-34-14A
		Public services Youth Assistance	\$4,450.00	050	LMC	Low/mod	n/a	300 persons	Enhance suitable living	18-34-050
		ADA Improvements	\$12,712.00	05D	LMC	Low/mod	n/a	25 persons	Enhance suitable living	18-34-14A
		ADMINISTRATION	\$13,748.30	21A	n/a	n/a	n/a	n/a	n/a	18-34-21A

***Transfers amounting more than fifteen percent (15%) of total allotment will require a public hearing per the Wayne County Citizen Participation Plan.**

APPENDIX B

PROGRAM INCOME

WAYNE COUNTY CDBG PROGRAM INCOME REPORT

COMMUNITY/ENTITY: City of Wyandotte
GRANT YEAR: July 1, 2018 to June 30, 2023
QUARTER: _____

COMPLETE HIGHLIGHTED SPACES ONLY

		<u>Q1 Jul-Sep</u>	<u>Q2 Oct-Dec</u>	<u>Q3 Jan-Mar</u>	<u>Q4 Apr-Jun</u>	<u>TOTALS</u>
Beg Bal	\$ - (June 30th only)	-	-	-	-	-
INCOME SOURCES						
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Total Income Sources		-	-	-	-	-

EXPENDITURES - Stipulate Contract No. and Activity Name

Planning Expenditures Summary Only - Attach Detail Listing		-	-	-	-	-
Administrative Expenditures Summary Only - Attach Detail Listing		-	-	-	-	-
Public Service Expenditures Summary Only - Attach Detail Listing		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
Non-Cap Expenditures Summary - Attach Detail Listing		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Instructions for Completing the Quarterly Program Income Report

Income received by your organization directly generated from the use of Community Development Block Grant (CDBG) Funds, such as revolving loans, lien repayments, and sales from disposition of CDBG property, must be reported to the Wayne County Community Development Division. At the end of each quarter (June, September, December, March), complete and submit this Program Income Form to Wayne County Community Development Division, 500 Griswold 10th floor, Detroit, Michigan, 48226.

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

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

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

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

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

APPENDIX C
CERTIFICATIONS

Local Government Certifications

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

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

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

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

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

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

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

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

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

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

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

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

Certifying Officer

Date

Specific CDBG Certifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certifying Officer

Date

Appendix To Certifications

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

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

B. Drug-Free Workplace Certification

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

in each local unemployment office, performers in concert halls or radio stations).

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

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

<NONE>

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

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

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

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

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

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

APPENDIX D

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Subrecipient: City of Wyandotte
Agreement: 2018 CDBG Subrecipient Agreement
Agreement Year: July 1, 2018 through June 30, 2023

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

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

EXECUTION

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

WITNESSES:

SUBRECIPIENT

By: _____

Dated: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

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

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

**EXHIBIT E
FFATA FORMS**

**INFORMATION REQUEST FORM
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
200.331 Checklist**

COUNTY DEPARTMENT: _____

FISCAL YEAR: _____

AWARD ID #	AMOUNT

Please complete the following information:

Subawardee
DUNS: _____

Subawardee Name (must match name in DUNS): _____

Subawardee Address: _____

Amount of subaward (obligated amount): _____

Subaward Obligation/Action Date: _____

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

Subaward Period of Performance Start and End Date _____

Federal Funding Agency ID **Leave Blank**

Federal Funding Agency Name **Leave Blank**

Federal Award Identification Number (FAIN) **Leave Blank**

NAICS code for contracts/CFDA program number for grants: _____

Subawardee Number: _____

Location of entity (including congressional district): _____

Subawardee Principal Place of Performance (including congressional district): _____

—

As provided to you by your subawardee, in your subawardee's business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number it provided belongs) receive (1) 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000.000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? Please answer YES or NO: _____

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

Required Subrecipient Disclosure Under 2 CFR 200

Required information includes:

- (1) Federal Award Identification:
 - a. Subrecipient name (which must match registered name in DUNS);
 - b. Subrecipient's DUNS number (see Section 200.32 Data Universal Numbering System DUNS) number.
 - c. Federal Award Identification Number (FAIN);
 - d. **Federal Award Date (see Section 200.39 Federal award date);**
 - e. Subaward Period of Performance Start and End Date;
 - f. **Amount of Federal Funds Obligated by this action**
 - g. Total Amount of Federal Funds Obligated to the subrecipient;
 - h. **Total Amount of the Federal Award;**
 - i. **Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);**
 - j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official; U.S. Department of Housing and Urban Development;
 - k. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;
 - l. Identification of whether the award is R&D,
 - m. Indirect cost rate for the Federal award (including if the de minimus rate is charged per Section 200.414 Indirect (F&A) costs)

ETHICS IN CONTRACTING VENDOR FORM

**(DISCLOSURE OF RELATIONSHIPS WITH COUNTY
CONTRACT MANAGERS BY OWNERS AND OFFICERS OF
BUSINESS SUBMITTING QUOTE)**

- This form must be completed by a person holding a key position in the business, such as, an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the County awards it to your business.
- **Please fill out this form to the best of your knowledge and belief.**
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 224-5151.
- **You are not required to question family members beyond what you already know of their affairs.**
- Submit this form with your quote/bid/proposal. A copy will be kept on file by the County Clerk & the Purchasing Director.
- If you fail to fully disclose the required information below, the County may terminate your contract if your business is awarded one.

1. Are you an immediate family member of a County employee? YES NO

If Yes: Name: _____ Relationship: _____

Department: _____ Title: _____

2. Without any further inquiry, are you aware if your business has employed an immediate family member of a County employee within the previous twelve (12) months? YES NO

If Yes: Name: _____

Department: _____ Title: _____

3. Without any further inquiry, are you aware if your business has discussed hiring an immediate family member of a contract manager within the past twelve (12) months? YES NO

If Yes: Name of Contract Manager: _____

Department: _____ Title: _____

4. Do you and a contract manager each have a substantial financial interest in one or more of the same business ventures?

YES NO

If Yes: Name of Contract Manager: _____

Department: _____ Title: _____

ETHICS
CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name (Please Print): _____

Signature: _____ Date: _____

Company Name: _____

Company Tax ID #: _____

ETHICS
DEFINITIONS

Contract Manager

An elected or appointed Wayne County official identified as having significant discretion over County contracts.

Immediate Family

YOUR FATHER, MOTHER, SON, DAUGHTER, BROTHER, SISTER, UNCLE, AUNT, GREAT AUNT, GREAT UNCLE, FIRST COUSIN, NEPHEW, NIECE, HUSBAND, WIFE, GRANDFATHER, GRANDMOTHER, GRANDSON, GRANDDAUGHTER, FATHER-IN-LAW, MOTHER-IN-LAW, SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, STEPFATHER, STEPMOTHER, STEPSON, STEPDAUGHTER, STEPBROTHER, STEPSISTER, HALF BROTHER, HALF SISTER, AND INCLUDING THE GRANDFATHER OR GRANDMOTHER OF AN INDIVIDUAL'S SPOUSE. IT SHALL ALSO INCLUDE A FORMER SPOUSE OR AN INDIVIDUAL WITH WHOM THE PUBLIC SERVANT HAS HAD A CHILD IN COMMON.

Substantial Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt of \$500 or more per year. Exceptions: Market-rate from a financial institution; income from the ownership of less than \$10,000 of stocks and bonds traded on the national stock exchanges.
- Holding a key position in a business such as officer, director, trustee, partner or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.

**WAYNE COUNTY HUMAN RELATIONS DIVISION
FIRST TIER SUBCONTRACTOR DESIGNATION FORM**

To be completed by Prime Contractors for "First Tier" Subcontractors Only

This form Must be completed by all prime contractors receiving a contract of more than \$50,000 (supplies/services) or more that \$100,000 (construction) from Wayne County regardless of the dollar amount at which the subcontractor participates.

****THIS PAGE MUST BE COMPLETED EVEN IF NO SUBCONTRACTORS WILL BE USED****

1. CONTRACT NUMBER: _____ - _____ - _____ (Number on Bid Announcement)

TCM Number: _____ - _____ - _____ (Internal use only)

2. CHECK ONE:

This is a: SUPPLY/SERVICE contract (over \$50,000? YES NO)

OR

CONSTRUCTION contract (over \$100,000? YES NO)

3. WILL SUBCONTRACTORS BE USED FOR THIS CONTRACT? (Check One)

YES * NO

* If you answered "YES" complete the next page.

Prime Company Name:		Fed Tax ID:	
Address:			
City:	County:	State:	Zip:
Phone:		Fax:	
Authorized Contact Person:		Email:	

I declare that all of the information contained in this form is complete and accurate to the best of my knowledge.

Print Name _____ Title _____

Signature _____ Date _____

SUBCONTRACTOR LIST

(MAKE ADDITIONAL COPIES OF THIS PAGE TO LIST ADDITIONAL SUBCONTRACTORS)

Prime Contractor Name _____ Contract # _____ - _____ - _____
 Subcontractor # _____ TCM# _____ - _____ - _____ (Internal use only)

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax:	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contact:	Phone:	Fax:	
Subcontract Amount: \$		% of Contract	
Work to be performed:			

Subcontractor # _____

Company Name		Fed Tax ID:	
Address			
City:	County:	State	Zip
Authorized contract:	Phone:	Fax:	
Subcontract Amount: \$		% of Contract	
Work to be performed:			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/16

PRODUCER Insurance company	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFO ONLY AND CONFERS NO RIGHTS UPON THE CEI HOLDER. THIS CERTIFICATE DOES NOT AMEND, EX ALTER THE COVERAGE AFFORDED BY THE POLICIES E
INSURED Renter	INSURERS AFFORDING COVERAGE INSURER A: 390 INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A Y	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC Retail Liquor Liability		06/11/2016	06/12/2016	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ DEDUCTIBLE \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
 Attendance: 20, Event Type: Photo Shoot.

CERTIFICATE HOLDER Camera Ready Studios Mary Erickson 14203 Proton Rd Dallas, TX 75244	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE TI DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 D NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

RESOLUTION

DATE: September 24, 2018

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council hereby approves the Sub-Recipient Agreement for the Community Development Block Grant (CDBG) 2018-2023 and authorizes the Mayor and City Clerk to execute same.

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: September 24, 2018

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

Approved 9/18/2018

CITY OF WYANDOTTE

MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, July 17, 2018 at 8:46 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Melissa Armatis, Stephanie Badalamenti, Todd Drysdale, Joe Maher, Charles Mix

BOARD MEMBERS ABSENT: Al Sliwinski (Excused), Paul LaManes (Excused) and Larry Garmo (Excused)

Minutes of Previous Meeting (March 20th, 2018)

The minutes of the meeting of March 20th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Armatis. The motion passed unanimously with no objections.

Presentations/Persons in Attendance - None

Communications

Communication from Nick Abrahamson, GLPMR, LLC regarding annual report for Brownfield Plan #20 – 3247 Biddle Avenue GLPMR Professional Medical Office Building and Five (5) apartments.

Member Drysdale informed the board that this is a standard report that appears to be in order and recommended that it be received and placed on file.

Motion by Member Badalamenti, supported by Member Armatis to receive and place on file the annual report for 3247 Biddle Avenue, GLPMR Professional Medical Office Building and Five (5) apartments.

The motion passed unanimously with no objections.

Other/Old Business - None

Late Items - None

Next Meeting

The next meeting of the BRDA Board will be held Tuesday, August 21st, 2018 at 8:30 AM.

Adjournment

The BRDA meeting was adjourned at 8:50 AM through a motion by Member Armatis, supported by Member Badalamenti. Motion passed with no objections.

Susan Schultz, Secretary

Approved 9/18/2018

CITY OF WYANDOTTE

MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, July 17, 2018 at 8:30 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Todd Drysdale, Joe Maher, Charles Mix, Stephanie Badalamenti and Melissa Armatis

BOARD MEMBERS ABSENT: Paul LaManes (Excused), Al Sliwinski (Excused), Larry Garmo (Excused)

Minutes of Previous Meeting (March 20th, 2018)

The minutes of the regular meeting of March 20, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Armatis. The motion passed unanimously with no objections.

Presentations/Persons in Attendance - None

Communications/Resolutions

Communication from Todd Drysdale, City Administrator regarding the proposed FY2019 TIFA budget. The TIFA Board made a detailed review of the FY2019 Budget, Chairman Mix noted funding of roads, land acquisition and recreation.

Resolution by the Wyandotte Tax Increment Finance Authority (TIFA) recommending approval by the Wyandotte City Council of the FY2019 TIFA budget.

Dated: July 17, 2018

WHEREAS, the City of Wyandotte Tax Increment Finance Authority (TIFA) has received a recommendation for funding from the TIFA Consolidated Budget for FY2019, and

WHEREAS, discussion ensued by the TIFA Board regarding the recommended budget for FY2019; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Tax Increment Finance Authority recommending approval by the Wyandotte City Council of the fiscal 2019 TIFA Consolidated Budget.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Badalamenti

SUPPORTED BY MEMBER: Maher

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
<u> X </u>	Armatis	_____
<u> X </u>	Badalamenti	_____
<u> X </u>	Drysdale	_____
_____	Garmo	_____
_____	LaManes	_____
<u> X </u>	Maher	_____
<u> X </u>	Mix	_____
_____	Sliwinski	_____

ABSTAIN: None

ABSENT: Sliwinski (Excused), LaManes (Excused) and Garmo (Excused)

 5 Yeas; 0 Nays; 0 Abstention(s).

Motion X passes; _____ fails

Other/Old Business

Mr. Gilbert Rose joined the meeting in the audience at 8:35 AM and was welcomed by Chairman Mix.

Late Items

None

Next Meeting

The next meeting of the TIFA Board will be held Tuesday, August 21st, 2018 at 8:30 AM.

Adjournment

Motion by Member Armatis and Supported by Member Badalamenti for the TIFA meeting to be adjourned at 8:45 AM by, no objections.

Susan Schultz, Secretary

Unapproved as of 9/18/2018

CITY OF WYANDOTTE

MINUTES OF THE BROWNFIELD REDEVELOPMENT AUTHORITY (BRDA)

The meeting of the Board of Directors of the BRDA was called to order by Chairman Charles Mix on Tuesday, September 18, 2018 at 8:41 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Melissa Armatis, Stephanie Badalamenti, Todd Drysdale, Joe Maher, Charles Mix and Paul LaManes

BOARD MEMBERS ABSENT: Al Sliwinski (Excused), Larry Garmo (Excused)

Minutes of Previous Meeting (July 17th, 2018)

The minutes of the meeting of July 17th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Armatis. The motion passed unanimously with no objections.

Presentations/Persons in Attendance – None

Communications

Communication was brought forth for recommended amendments to the FY2018 BRDA budget due to differences in taxable value, interest calculations and project support services regarding Brownfield Plan #7 - Labadie.

Resolutions

Resolution by the Brownfield Redevelopment Authority (BRDA) recommending approval by the Wyandotte City Council of amendments to the FY2018 BRDA budget.

Dated: September 18, 2018

WHEREAS, the City of Wyandotte Brownfield Redevelopment Authority (BRDA) has received a recommendation for amendments to the FY2018 BRDA Consolidated Budget, and

WHEREAS, discussion ensued by the BRDA Board regarding the recommended amendments to the FY2018 budget; now

THEREFORE, BE IT RESOLVED by the City of Wyandotte Brownfield Redevelopment Authority recommending approval by the Wyandotte City Council of the recommended amendments to the Fiscal 2018 BRDA Consolidated Budget.

I move the adoption of the foregoing Resolution:

MOTION BY MEMBER: Armatis

SUPPORTED BY MEMBER: Maher

<u>YEAS</u>	<u>MEMBER</u>	<u>NAYS</u>
<u> X </u>	Armatis	_____
<u> X </u>	Badalamenti	_____
<u> X </u>	Drysdale	_____
_____	Garmo	_____
<u> X </u>	LaManes	_____
<u> X </u>	Maher	_____
<u> X </u>	Mix	_____
_____	Sliwinski	_____

ABSTAIN: None

ABSENT: Sliwinski (Excused) and Garmo (Excused)

 6 Yeas; 0 Nays; 0 Abstention(s).

Motion X passes; _____ fails

Other/Old Business - None

Late Items - None

Next Meeting

The next meeting of the BRDA Board will be held Tuesday, October 16th, 2018 at 8:30 AM.

Adjournment

The BRDA meeting was adjourned at 8:47 AM through a motion by Member Armatis, supported by Member Badalamenti. Motion passed with no objections.

Paul L. LaManes, Secretary

Unapproved as of 9/18/2018

CITY OF WYANDOTTE

MINUTES OF THE TAX INCREMENT FINANCE AUTHORITY (TIFA)

The meeting of the Board of Directors of the TIFA was called to order by Chairman Charles Mix on Tuesday, September 18, 2018 at 8:35 AM in the City of Wyandotte Council Chambers, 3200 Biddle Avenue, Wyandotte, Michigan. Roll call produced the following:

BOARD MEMBERS PRESENT: Todd Drysdale, Paul LaManes, Joe Maher, Charles Mix, Stephanie Badalamenti and Melissa Armatis

BOARD MEMBERS ABSENT: Al Sliwinski (Excused), Larry Garmo (Excused)

Minutes of Previous Meeting (July 17th, 2018)

The minutes of the regular meeting of July 17th, 2018, were reviewed by the Board and approved to be received and placed on file through a motion by Member Badalamenti, supported by Member Armatis. The motion passed unanimously with no objections.

Presentations/Persons in Attendance - None

Communications/Resolutions - None

Other/Old Business - None

Late Items - None

Next Meeting

The next meeting of the TIFA Board will be held Tuesday, October 16th, 2018 at 8:30 AM.

Adjournment

Motion by Member Armatis and Supported by Member Badalamenti for the TIFA meeting to be adjourned at 8:40 AM by, no objections.

Paul L. LaManes, Secretary

Minutes of the Special Meeting of the
Downriver Central Animal Control Agency
Thursday, August 28, 2018 at 3:30 p.m.
Southgate City Hall
14400 Dix Toledo Road
Southgate, MI 48195

1. Roll Call and Introductions
 - a. The Chair called the meeting to order at 3:30 p.m.
 - b. Attendees: Todd Drysdale, Chair – City of Wyandotte; Mark Kibby – Vice Chair (alternate) – City of Allen Park ; James Wilkewitz – Police Chief - Ciity of Allen Park; Brian Zalewski – Police Chief – City of Wyandotte;

2. Approval of Agenda
 - a. Motion Kibby, support Drysdale to approve the agenda as presented.
 - b. Motion carried.

3. Approval of Minutes
 - a. None

4. New Business
 - a. 2019FY Budget – the Chair presented the budget recommendations for the 2019FY.
 - i. Motion by Drysdale, supported by Kibby to recommend adoption of the proposed budget.
 - ii. Motion carried.
 - b. Two-Seven-Oh Grant – the Chair discussed the award of a \$5,000 grant to be used to renovate the dog kennels as the Southgate facility.

5. Public Comment
 - a. None

6. Other Business:
 - a. None

7. Next Meeting Date
 - a. TBD by the Chair

8. Adjournment
 - a. Drysdale moved to adjourn at 3:43 p.m., Kibby supported.
 - b. Motion carried.

Respectfully submitted: Todd A. Drysdale, Chair

Downriver Central Animal Control Authority

AGENDA

August 28, 2018

APPROVAL OF AGENDA

APPROVAL OF MINUTES

NEW BUSINESS

A. Discussion

a. 2019FY Budget

b. Two-Seven-Oh Grant

NEXT MEETING

A. To be discussed

ANNOUNCEMENTS

ADJOURNMENT

Calculations as of 09/30/2018

GL NUMBER	DESCRIPTION	2017-18 AMENDED BUDGET	2017-18 ACTIVITY THRU 09/30/18	2018-19 REQUESTED BUDGET	2018-19 FINANCE RECOMMENDED BUDGET	2018-19 COUNCIL APPROVED BUDGET
Dept 303 - Downriver Central Animal Control						
101-303-725-110	Salary	52,917	45,522	53,906	53,906	
101-303-725-115	Salary-PT	70,150	36,023	70,850	70,850	
101-303-725-120	Overtime	3,200	3,726	3,200	3,200	
101-303-725-140	Retirement Contribution-DC	5,292	4,552	5,391	5,391	
101-303-725-150	F.I.C.A.	9,786	6,009	9,915	9,915	
101-303-725-160	Medical Insurance	26,099	19,116	27,352	27,352	
101-303-725-165	Prescription Drug Coverage	4,224	1,877	3,508	3,508	
101-303-725-166	Prescription Drug-Derived Premium		3,461			
101-303-725-167	Retiree Health Care (RHS Plan)	650	575	650	650	
101-303-725-170	Life Insurance	204	141	234	234	
101-303-725-175	LTD	153	101	140	140	
101-303-725-185	Workers Comp-Expense	2,000	623	2,000	2,000	
101-303-725-190	Uniforms	1,650	746	1,650	1,650	
101-303-750-261	Gasoline & Oil	7,000	2,306	7,000	7,000	
101-303-825-210	Office Supplies	300	300	500	500	
101-303-825-220	Operating Expenses	16,000	14,839	20,000	20,000	
101-303-825-330	Legal Fees	1,000		1,000	1,000	
101-303-825-430	Equipment/Vehicle Maintenance	5,000	1,630	5,000	5,000	
101-303-825-450	Insurance	1,200		1,200	1,200	
101-303-825-910	Electric	8,000	5,469	8,000	8,000	
101-303-825-920	Water	2,000	1,056	2,000	2,000	
101-303-825-930	Heat (Gas)	5,000	3,368	5,000	5,000	
101-303-850-530	Vehicles	30,000	29,274			
101-303-925-720	Education	1,500		2,000	2,000	
101-303-925-998	Reimb-DCACA Shelter Revenue		(6,846)			
101-303-926-110	Administrative Reimbursement	12,000	9,000	12,000	12,000	
NET OF REVENUES/APPROPRIATIONS - 303 - Downriver Cen		(265,325)	(182,868)	(242,496)	(242,496)	

Meeting Minutes
Tuesday, August 28th 2018 at 5:30 pm
Mayors Conference Room, 3200 Biddle Avenue, Suite 300, Wyandotte Mi. 48192

MEMBERS PRESENT: Patt Slack, Ann Majlinger, Leo Stevenson, Mayor Peterson, Vanessa Morse, John Jarjosa, Rick DeSana, Norm Walker

MEMBERS EXCUSED: Mikelle Vargas

OTHERS PRESENT: Heather Thiede – Champlin, Estevan Vasquez, Irial Maloney, Natalie Rankine, Todd Drysdale

PUBLIC COMMENT: None

APPROVAL OF MINUTES AND AGENDA:

Motion by A. Majlinger, supported by P. Slack to approve the DDA Minutes from June and July. All in favor, motion carried.

ITEMS TO RECEIVE AND PLACE ON FILE:

DDA Design Sub-Committee Minutes
June Revenue and Expenditure Report

Motion by P. Slack, supported by A. Majlinger to receive and place on file items from the August meeting. All in favor, motion carried.

Motion by P. Slack, supported by A. Majlinger to receive and place on file the June revenue and expenditure report. Roll call, all in favor, motion carried.

ONGOING PROJECTS AND BUSINESS:

- a. **DDA Director Hiring:** P. Slack stated that an offer was made to Aaron Young who denied it due to wage not being sufficient for him. N. Walked asked the process for offering the position to Aaron and if the DDA Oversight Committee was going to be involved. M. Peterson stated that the group was included in times past since there was no HR Director, but now the City has a HR Director they would take on those hiring duties. The committee spoke about hiring or not hiring a Director.
- b. **Viaduct Update:** N. Rankine presented the committee with the drawings she created for the beds at the viaduct area as well as the plans for maintenance and beautification for the upper portion of the viaduct area and the bid process. The committee discussed.

Motion by L. Stevenson, supported by R. DeSana for N. Rankine to continue to work on the viaduct project and put together a bid as well as explore non-landscaping options for the upper areas on the viaducts. Roll Call, all in favor, motion carried.

- c. **DCA Funding request:** P. Slack stated that DCA is requesting a \$3,500 payment per their letter for building improvements. The committee discussed.

Motion by L. Stevenson, supported by N. Walker to approve funding to the DCA in the amount of \$3,500 for building improvements. Roll call, all in favor, motion carried.

- d. **2019 Budget Review:** T. Drysdale reviewed the budget for the DDA that he has put together for the 2019 fiscal year. The committee discussed. 2019 Budget is attached this these minutes.

Motion by L. Stevenson, supported by P. Slack to approve of the grant funding for Johnpaul Finazzo and Home Philosophy in the amount of \$10,000 and \$3,000 to Michele Bezue from Detroit Marshmallow Co. Each company must submit receipts showing proof of their completed work and approved through the DDA Grant Committee in order to receive payment. Roll Call, all in favor, motion carried.

Motion by L. Stevenson, supported by Mayor Peterson to approve the 2019 budget as discussed with the revisions noted at the August 28th DDA Meeting. Roll Call, motion carried.

NEXT REUGLAR MEETING:

September 11th 2018

ADJOURNMENT:

Motion by P. Slack, supported by M. Peterson to adjourn the meeting at 6:43 pm. All in favor, motion carried.

Respectfully Submitted,

Heather Thiede, Deputy Recording Secretary



September 12, 2018

**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 September 12, 2018, in the Second Floor Boardroom of City Hall, 3200 Biddle Avenue, Wyandotte, Michigan.

ROLL CALL

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

ABSENT: NONE

ALSO PRESENT: Beth Lekity, Recording Secretary
Jeff Prizza, Fire Member & Union Representative

APPROVAL OF MINUTES

Motion by Commissioner Ptak, Supported by Commissioner Lovell
To approve the minutes of the August 15, 2018 meeting of the Firefighter's Civil Service Commission.

COMMUNICATIONS

- Future test meeting dates were discussed. Results of the December 5 Captain Test will be approved at the December 19 meeting (Lieutenant test date). Results of the December 19 Lieutenant Test will be approved at the regular meeting of the Civil Service Commission on January 9, 2019.
- Recording Secretary to prepare proper notices for rescheduling of December 12 regular meeting to December 5 and special meeting to be held on December 19.

OLD BUSINESS

NEW BUSINESS

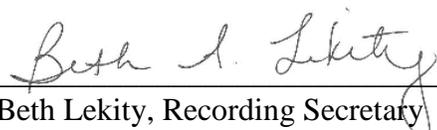
1. Fire Captain Test Discussion

Motion by Commissioner Liberacki, Supported by Commissioner Ptak
To accept the applications of all eligible candidates for the testing of the rank of Fire Captain on December 5, 2018.

DATE OF NEXT COMMISSION MEETING: September 12, 2018

ADJOURNMENT

Motion by Commissioner Ptak, Supported by Commissioner Liberacki to adjourn this meeting of the Firefighter's Civil Service Commission at 5:31 p.m.



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

September 12, 2018

Wyandotte Municipal Services Commission
Working Session Minutes

A workshop session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, September 12, 2018 at 4:00 PM.

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

General Manager/Secretary- Paul LaManes

Also Present- Charlene Hudson
Dave Fuller
Steve Timcoe
Amber Sutphin
Mike Pente
CATV- Steve Colwell

Paul LaManes, General Manager, presented the FY2019 Electric Department budget for review and questions with the Commission.

Paul LaManes, General Manager, presented the FY2019 Water Department budget for review and questions with the Commission.

Paul LaManes, General Manager, presented the FY2019 Telecommunications Department budget for review and questions with the Commission.

MOTION by Commissioner Hughes and Seconded by Commissioner Gouth to adjourn at 4:54PM.

X



Paul LaManes
General Manager/Secretary

September 12, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, September 12, 2018 at 5:00 PM.

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

General Manager & Secretary Paul LaManes

Also, Present- Steve Colwell- CATV
Steve Timcoe
Charlene Hudson
Amber Sutphin
Dave Fuller
Mike Pente

Approval of Minutes:

MOTION by Commissioner Harris and SECONDED by Commissioner Gouth to approve the August 22, 2018 regular meeting minutes of the Municipal Services Commission.

Commissioner Lupo asked that the roll be attached. No objections were made.
Minutes Approved

Hearing of Public Concerns:

None

Resolution #9-2018-1

MOTION by Commissioner Thiede and SECONDED by Commissioner Gouth to approve, individually, the FY2019 Electric, Water, and Telecommunications Fund Operating and Capital Budgets, including the recommended rate adjustments for the Water Fund and Cable Fund, as presented in the Working Session at 4PM on September 12, 2018, and as recommended by WMS Management.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, Thiede, Gouth and Hughes
NAYS: None

Reports and Communications:

- Monthly Subscriber Reports-August 2018

MOTION by Commissioner Lupo to receive and place on file the reports and communications presented on the agenda.

Commissioner Lupo asked that the roll be attached. No objections were made.
Reports and Communications received and placed on file.

September 12, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

Approval of Vouchers:

MOTION by Commissioner Thiede and seconded by Commissioner Gouth that the vouchers be paid as submitted.

#5356- \$ 719,394.31

#5357-\$632,493.16

Commissioner Lupo asked for the roll to be called for approval of the vouchers.

YEAS: Commissioner Lupo, Harris, Thiede, Gouth and Hughes

NAYS: None

Vouchers approved

Late Items:

General Manager Paul LaManes would like to note the next Regular WMS Commission Meeting would be held on Wednesday, September 19, 2018 at 5PM, a correction of the date stated on the agenda.

Motion by Commissioner Hughes and seconded by Commissioner Gouth to now adjourn the regular meeting at 5:03PM. Roll attached, no objections to adjournment of meeting.

Next Regular Meeting - Wednesday, September 19, 2018 at 5 PM

X



Paul LaManes
General Manager/Secretary

September 19, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

A regular session of the Municipal Services Commission of the City of Wyandotte, Michigan was held at the office of the Commission on Wednesday, September 19, 2018 at 5:00 PM.

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

General Manager & Secretary Paul LaManes

Also, Present- Steve Colwell- CATV
Charlene Hudson
Amber Sutphin
Heather Zagor

Approval of Minutes:

MOTION by Commissioner Harris and SECONDED by Commissioner Gouth to approve the September 12, 2018 working meeting minutes of the Municipal Services Commission.

Commissioner Lupo asked that the roll be attached. No objections were made.
Minutes Approved

MOTION by Commissioner Gouth and SECONDED by Commissioner Harris to approve the September 12, 2018 regular minutes of the Municipal Services Commission.

Commissioner Lupo asked that the roll be attached. No objections were made.
Minutes Approved

Hearing of Public Concerns:

None

Resolution #9-2018-2

MOTION by Commissioner Gouth and SECONDED by Commissioner Harris to execute a contract with the lowest qualified bidder Kent Power for construction services for installation of 69kV switches at Sub. 6 in the amount of \$273,577.00, as recommended by WMS Management and bid under sealed Bid #4734.

Commissioner Lupo asked that the roll be called.

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

Resolution #9-2018-3

MOTION by Commissioner Harris and SECONDED by Commissioner Gouth to authorize the General Manager to proceed with the write off all Bad Debt from 09/30/2015 and prior not previously written off in the amount of \$324,680.20, as recommended by WMS Management.

September 19, 2018

Wyandotte Municipal Services Commission
Regular Meeting Minutes

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, and Gouth

NAYS: None

Motion passes

Reports and Communications:

- EO & Renewable Annual Customer Report - 2017

MOTION by Commissioner Gouth and seconded by Commissioner Harris to receive and place on file the reports and communications presented on the agenda.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Lupo, Harris, and Gouth

NAYS: None

Motion passes

Late Items:

General Manager Paul LaManes would like to note that the Customer Assistance Department will offer extended hours for tax and utility payments on Saturday, September 22nd from 9:00am to noon, and Monday, September 24th through Wednesday, September 26th from 8:00am to 6:00pm. Please be aware that extended hours are for tax and utility payments only.

Motion by Commissioner Harris and seconded by Commissioner Gouth to now adjourn the regular meeting at 5:14PM. Roll attached, no objections to adjournment of meeting.

Next Regular Meeting - Wednesday, October 3, 2018 at 5 PM

X



Paul LaManes
General Manager/Secretary

MINUTES AS RECORDED

**MINUTES OF THE MEETING OF September 5, 2018
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
Szymczuk
Trupiano
Wienclaw

MEMBERS ABSENT: DiSanto, Olsen

ALSO PRESENT: Peggy Green, Secretary

A motion was made by Member Trupiano, supported by Member Szymczuk to approve the minutes of the August 1, 2018, meeting.

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

No: none

Abstain: none

Absent: DiSanto, Olsen

Motion passed

Appeal #3276 - GRANTED

Pizzo Development Group LLC, 349 Antoine, Ste. 1, Wyandotte (owner & appellant)

for a variance **to obtain a building permit for a new single family dwelling with attached garage at 1867 McKinley**, N 7' of Lot 130, Lot 131 and S 26.5' of Lot 132, Fordney's Sub., in a RT zoning district, where the proposed conflicts with Section 2100 of the Wyandotte Zoning Ordinance.

SECTION 2100:

The proposed structures exceed the maximum lot coverage in the RT zoning district. 35% lot coverage is allowable whereas 42.1% lot coverage is proposed thereby exceeding the permissible lot coverage by 444 square feet.

The required rear yard setback is 25 feet. The proposed setback is 22 feet to the home and 7 feet to the covered patio - which shares a roofline with the home.

Proposed lot coverage and setback requirements will not hinder or discourage the appropriate development or use of adjacent land and buildings, or impair the intent of the ordinance.

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

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

No: none

Abstain: none

Absent: DiSanto, Olsen

Motion passed

Appeal #3277 - GRANTED

Gary Rosati, 199 Antoine, Wyandotte (owner & appellant)

for a variance **to obtain a building permit for a garage at 199 Antoine**, Lot 27, Hudson's Sub., in a RT zoning district, where the proposed conflicts with Sections 2100 and 2402.F of the Wyandotte Zoning Ordinance.

Section 2100:

The proposed structure exceeds the maximum lot coverage in the RT zoning district. 35% lot coverage is allowable, whereas 44% of lot coverage is proposed, thereby exceeding the permissible lot coverage by 326 square feet.

Section 2402.F

For detached accessory structures, an exterior wall shall not be located less than three (3) feet from interior lot lines except accessory structures less than two hundred (200) square feet in area may be built on interior lot lines with no part thereof protruding over said lot line. The proposed garage is located 2.5 feet from the east lot line. Note: any wall located less than 5 feet from a side lot line is required to have a 1 hour fire rating on the inside and outside of the wall, including overhang.

Proposed garage will not be detrimental to adjacent land or buildings, will not impede flow of pedestrian or vehicular traffic, and will not impair the intent of the ordinance.

A motion was made by Member Szymczuk, supported by Member Trupiano to grant this appeal.

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

No: none

Abstain: none

Absent: DiSanto, Olsen

Motion passed

Appeal #3278 - GRANTED

John Pounds, 1731 Superior, Wyandotte (owner & appellant)

for a variance to obtain a concrete permit for a driveway at 1731 Superior, E ½ Lot 315, also W 22.50' of Lot 316, Baisley Park Sub., in a RA zoning district, where the proposed conflicts with Sections 2403.F.F and 2404.D of the Wyandotte Zoning Ordinance.

Section 2403.F:F:

Off-street parking spaces for one- and two-family dwellings shall be designated on a parking ribbon, on a driveway, or in a garage, or combination thereof. To construct or replace a driveway for said dwellings, a site plan shall be submitted, approved and a zoning permit issued by the engineering and building department to the homeowner or a contractor, to ensure proper placement as regulated by this ordinance. Said spaces shall be provided with asphalt or concrete surfaces, and shall be located on the premises they are intended to serve. Garages/accessory structures shall be subject to the provisions of section 2402 of this ordinance.

Section 2404.D:

Plans for the layout of offstreet minimum width parking 8' facilities shall be in accord with the following requirements. Parking space width 8', Parking Space length 19'.

Additionally, in the specifications handed out with concrete permit applications:
"Driveways must extend 20ft past the front of the house."

The applicant is proposing to install a new approach and to widen his current concrete slab in the front yard to be able to access a driveway from Superior Blvd. The applicant only has 73" from the side of the house to the property line, therefore the applicant cannot make the 8' wide requirement and additionally, since the current concrete cannot be classified as a driveway, cannot meet the 20' requirement past the front of the house.

Proposed expansion of front yard driveway will not hinder or discourage the appropriate development or use of adjacent land and buildings, will not impede flow of pedestrian or vehicular traffic, or impair the intent of the ordinance.

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

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

No: none

Abstain: none

Absent: DiSanto, Olsen

Motion passed

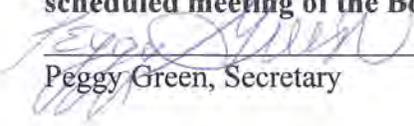
COMMUNICATIONS:

A motion was made by Member Flachsmann, supported by Member Szymczuk to place all communications on file. Motion passed.

OTHER BUSINESS:

Member Gillon commented that maybe the parking ordinance should be looked into for front yard parking. Member Flachsmann commented that the Ordinance is done correctly and well written.

There being no further business to discuss, the meeting adjourned at 6:45 p.m. **The next scheduled meeting of the Board will be held on October 3, 2018.**



Peggy Green, Secretary

Appeal #3276

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

No one appeared at the hearing to represent this appeal.

The Board commented that Pizzo Development has built a lot of homes in Wyandotte, and does a good job. The lot is a wide lot but not as deep as most other lots. The covered rear porch is the reason for the home being close to the rear lot line and for the variance.

One communication was received from DTE.
No communications were received regarding this appeal.

Appeal #3277

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

Gary Rosati, owner, present.

Mr. Rosati explained that he wants to build a 2-1/2 car garage.

Chairperson Duran asked if he would be at the rear of the lot. Mr. Rosati replied yes.

Member Szymczuk asked if there would be a new pad installed. Mr. Rosati replied that he would like to use the existing pad and extend it, if possible.

Member Trupiano asked Mr. Rosati if he lived in the home. Mr. Rosati replied yes.

Member Flachsmann commented that the property looks good.

Chairperson Duran asked about the driveway. Mr. Rosati replied it would be off 2nd Street.

One communication was received from DTE.
No communications were received regarding this appeal.

Appeal #3278

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

John Pounds, owner & appellant, present.

Mr. Pounds explained that he would like to have a driveway, but he is unable to meet the requirements of the distance beyond the house. There is a portion that is 5' wide that is there now, and he would like to extend it 3', and added that the approach is not a problem. Mr. Pounds continued that he wants the parking space, he does have a garage, but it is alley access and it is hard to drive down the alley in the winter. Mr. Pounds added that he is aware that the Board has granted others a variance for this. Mr. Pounds added that the neighbor has no problem with this, and that the neighbor would also utilize this space, since he has no driveway.

Member Szymczuk commented that no information had been received from the neighbor. There was discussion regarding the pitch (towards the street) of the driveway. Member Szymczuk asked if the neighbor would also utilize this space. Mr. Pounds stated that the pavement between the houses would be used for parking cars.

Member Trupiano asked if the seam of the concrete is the property line. Mr. Pounds stated that both will have to straddle it to get cars of the street.

Member Gillon and Mr. Pounds discussed the distance of the sidewalk to the house and the pavement beyond the house.

Member Flachsmann asked if the 8' driveway would be on Mr. Pounds property. Mr. Pounds replied yes.

Member Flachsmann commented that the brick between the houses was put in to decorate, but during the winter months, cars could be parked there to get off the street. Member Flachsmann continued that most of the houses have driveways, and does not see anything wrong with this. Member Flachsmann added that he would like to advise Mr. Pounds to get advice from an attorney on a use agreement regarding the property between the two houses that they want to utilize for parking. Member Flachsmann also commented that if the Board granted this appeal, it would also be approving front yard parking.

Member Nevin discussed the sections that were being appealed and asked about the DTE communication asking that this be held for action until further notice and that the plastic service they are referring to is on the opposite side of the house.

Chairperson Duran stated that she will contact DTE to clarify.

Member Gillon stated that it appears they are asking for front yard parking, not driveway.

Member Trupiano asked if the porch constitutes part of the house. Member Flachsmann replied only if it is covered.

Mr. Pounds commented that he can't go 20' past the front of the house.

Dan Galeski, 1717 Superior, present.

Mr. Galeski stated that he is a neighbor, he has lived there for 58 years, and the neighbors have no objections. Mr. Galeski continued that some of the garages have alley entrances, and parking is at a premium, when most of these houses were built, most people had 1 car, now they have more cars.

One communication was received from DTE.

No communications were received regarding this appeal.

DTE Energy Gas Co.
Data Integrity and Technology
One Energy Plaza, 1710 WCB
City of Detroit, MI 48226

7 OF 10

August 30, 2018

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

RE: Appeal #3276: Variance to obtain a building permit for a new single family dwelling with attached garage at 1867 McKinley.

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change - - provided that 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 removing, rerouting or abandonment of such all gas mains and/or services

REMARKS:

DTE Energy Gas Company has no involvement, nor objection to the Appeal #3276 as mentioned above. See enclosed strip print and attached notice of public hearing, for your use and information.

Please abide by Public Act 174, three (3) working days before you dig, dial toll free MISS DIG at: 1 - 800 - 482 - 7171.

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

Sincerely,

Aras Butkunas
Drafter
Data Integrity and Technology

8 of 10

DTE Energy Gas Co.
Data Integrity and Technology
One Energy Plaza, 1710 WCB
City of Detroit, MI 48226

August 30, 2018

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

RE: Appeal #3277: Variance to obtain a building permit for a garage at 199 Antoine.

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change -- provided that 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 removing, rerouting or abandonment of such all gas mains and/or services

REMARKS:

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

Sincerely,

Aras Butkunas
Drafter
Data Integrity and Technology

DTE Energy Gas Co.
Data Integrity and Technology
One Energy Plaza, 1710 WCB
City of Detroit, MI 48226

9/02/10

August 30, 2018

Peggy Green, Zoning Board Secretary
Zoning Board of Appeals and Adjustment
3200 Biddle Avenue, Suite 200
Wyandotte, Michigan 48192

RE: Appeal #3278: Variance to obtain a concrete permit for a driveway at 1731 Superior.

- Not involved. See Remarks
- Involved: but asking you to hold action on this petition until further notice.
- Involved but have no objection to the property change -- provided that 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 removing, rerouting or abandonment of such all gas mains and/or services

REMARKS:

See attached. DTE Energy Gas Company has a 7/8" plastic service on the east side of the given address.

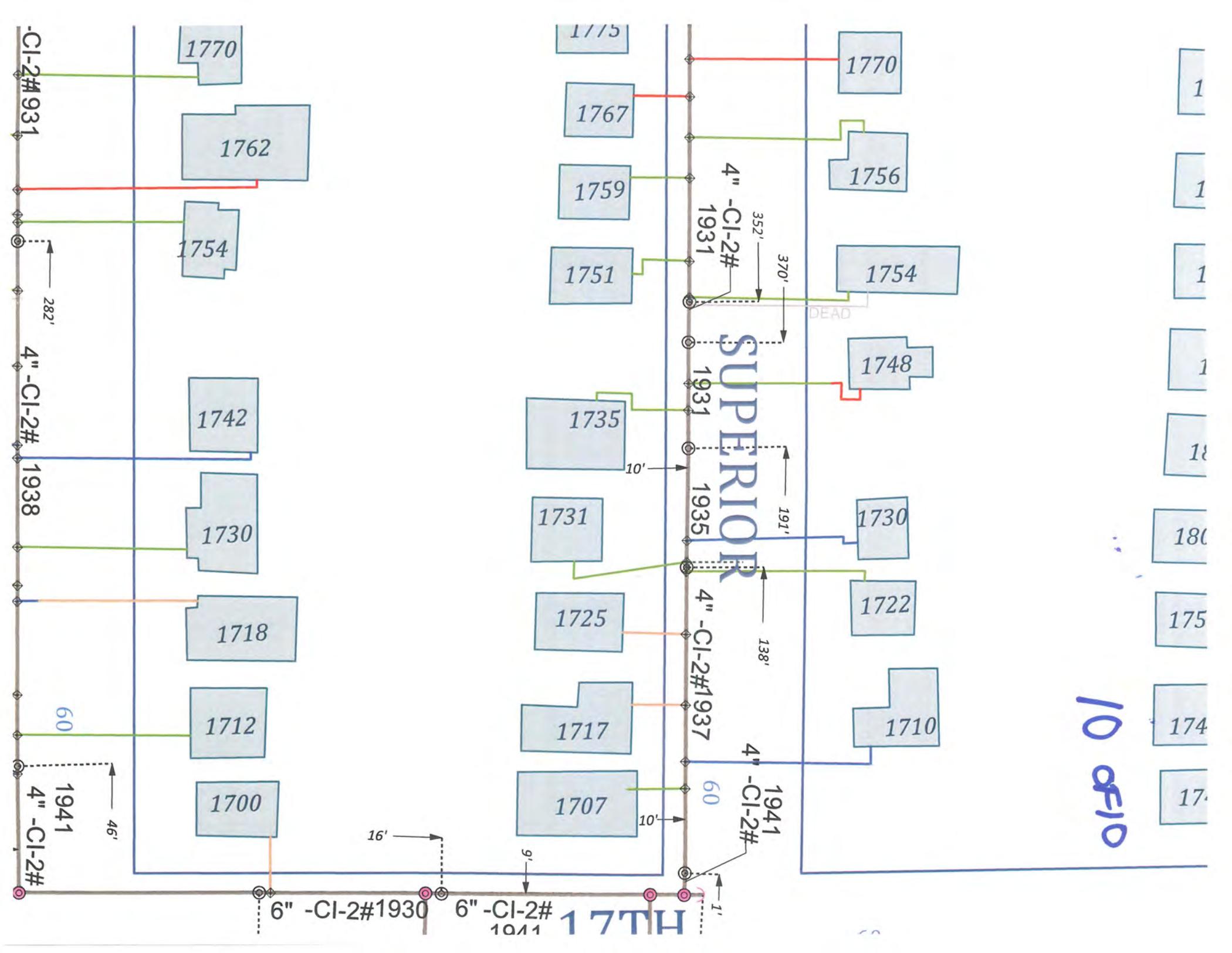
Please abide by Public Act 174, three (3) working days before you dig, dial toll free MISS DIG at: 1-800-482-7171.

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

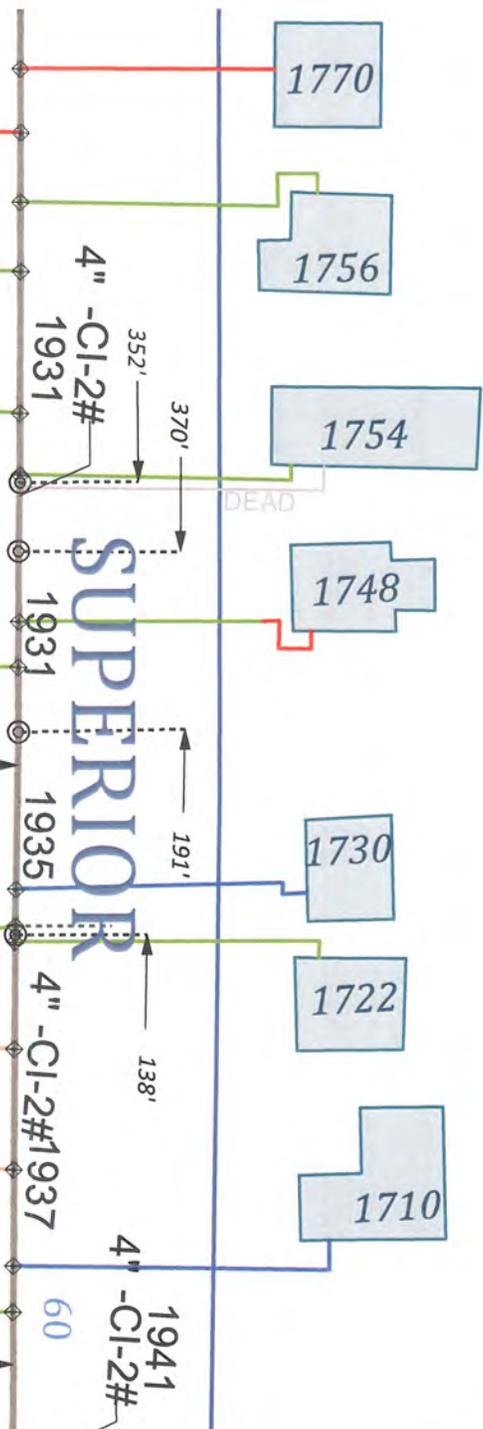
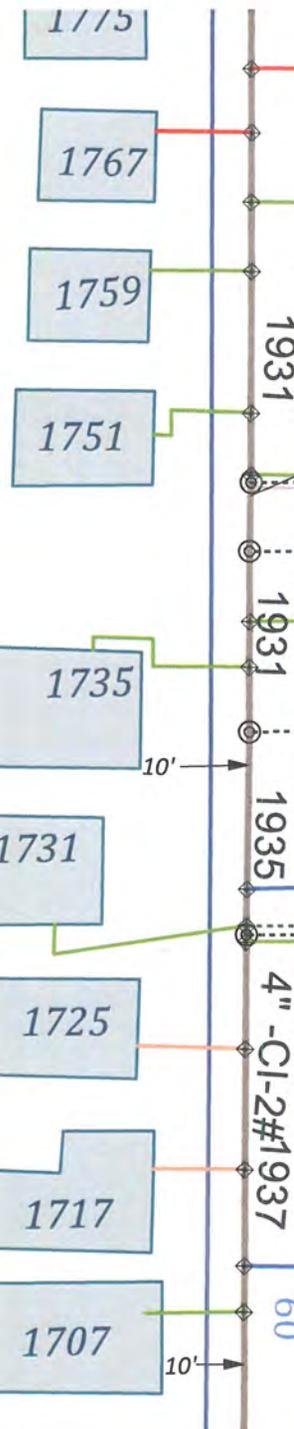
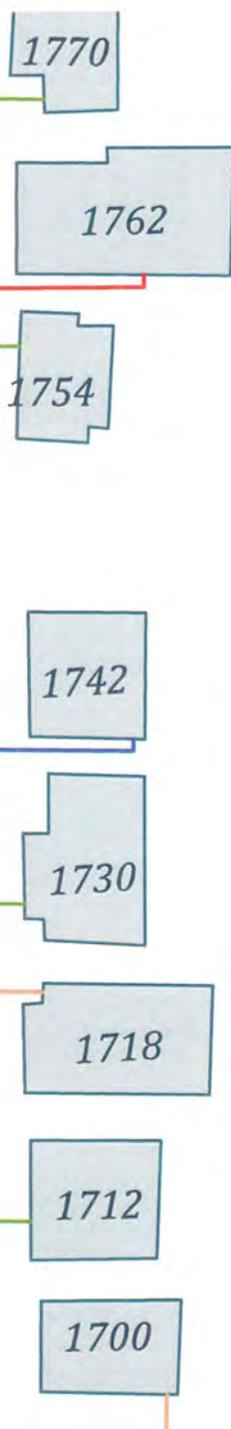
Sincerely,

Aras Butkunas
Drafter
Data Integrity and Technology

DET_MAPPINGTEAM Account [DET_MAPPINGTEAM_Account@dteenergy.com]



-CI-2#1931
 282'
 4\" -CI-2#
 1938
 60
 1941
 46'
 4\" -CI-2#



6\" -CI-2#1930
 6\" -CI-2#
 1041
 17TH
 1'
 1941
 4\" -CI-2#

10 0510