

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, MAY 7, 2012 7:00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL E. GALESKI

ROLL CALL: BROWNING, DESANA, FRICKE, GALESKI, SABUDA, STEC

PRESENTATIONS:

PRESENTATION OF FIRST POPPY BY
VFW POST 1136

CERTIFICATE OF RECOGNITION TO
CITY EMPLOYEES FOR RECENT ACTIONS
ABOVE AND BEYOND THE CALL
OF DUTY

UNFINISHED BUSINESS:

RESOLVED by the City Council that the communication from Donald Kuhn, 2098-20th regarding the demolition of his garage is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council grants an extension to Mr. Kuhn until May 1, 2012 to DEMOLISH said garage on the property at 2098-20th.

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Joanne Cuva submitting her resignation from the Wyandotte Beautification Commission.
2. Communication from Alana Paluszewski submitting her resignation from the Wyandotte Beautification Commission.

3. Communication from Shelley Bawol, President Shelter to Home Inc. regarding the angled parking lot, located on 3rd Street just north of Oak between the sidewalk and the curb.

PERSONS IN THE AUDIENCE

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS:

4. Communication from the Department of Legal Affairs regarding the angle parking on 3rd Street.

5. Communication from the Department of Legal Affairs relative to the contract with AMS as submitted by David Fuller, IT Director.

6. Communication from the City Administrator regarding the newly created Economic Vitality Incentive Program (EVIP).

7. Communication from Paul LaManes, Assistant General Manager Municipal Service regarding the Cable Television Fund Deficit Elimination Plan.

8. Communication from the Chief of Police submitting Traffic Control Order 2012-03.

9. Communication from the City Engineer relative to the request of Ms. Lisa Decker and her sidewalk repair.

10. Communication from the City Engineer regarding the renovation of 3200 Biddle Avenue.

CITIZENS PARTICIPATION:

REPORTS AND MINUTES:

Downtown Development Authority

April 26, 2012

AUTOMATIC REFERRAL:

1. Request from the City of Wyandotte Post # 1136 Veterans of Foreign Wars, to conduct Annual "BUDDY POPPY DAYS", street sales on Thursday, May 10th , Friday, May 11th , Saturday, May 12th, 2012. (PERMISSION GRANTED) copies to POLICE, FIRE, DEPARTMENT OF LEGAL AFFAIRS (Hold Harmless)

2. Request from PAV Post 95 to sell blue poppies in the City of Wyandotte on June 8th, 9th and 10th; and June 13th, 14th, 15th, 2012. (PERMISSION GRANTED) copies to POLICE, FIRE, DEPARTMENT OF LEGAL AFFAIRS (Hold Harmless) .

PRESENTATION

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

DATE: April 30, 2012

TO: William R. Griggs
City Clerk

FROM: Rosanne Flachsmann
Office of the Mayor & City Council

SUBJECT: PRESENTATIONS AT 5-7-12 COUNCIL MEETING

Monday, May 7

Presentation of First Poppy by
VFW Post 1136

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Certificate of Recognition to
City Employees for recent actions
above and beyond the call of duty

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

Unfinished Business

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

Todd M. Browning
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Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

November 15, 2011

RESOLUTION

Donald Kuhn
2098-20th
Wyandotte, Michigan 48192

By Councilwoman Sheri M. Fricke
Supported by Councilman James R. DeSana

RESOLVED by the City Council that the communication from Donald Kuhn, 2098-20th regarding the demolition of his garage is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council grants an extension for Mr. Kuhn until May 1, 2012 to DEMOLISH said garage on the property at 2098-20th.

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda Stec
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on November 14, 2011.

William R. Griggs
City Clerk

CC: City Engineer, File

Mayor and Council

Nov. 9, 2011

~~City Clerk~~

From 2098 20 TH. ST.

In the spring I wrote to Mayor Peterson to see if he and City of Wyandotte can help me about my garage. It's in bad shape. In May of 2011 City of Eng. said they send me a letter to help me at that time my mother pass away the garage got sidetracked.

On 9-22-11 I receive a civil infraction ticket my court date is on 11.10.11 at 10 AM. I do not have the funds at this time to perform this work so I am asking if the city can demo the garage and assess me as a special assessment on my taxes. Thank You
Donald Zabor

2011 NOV -9 P 2:53

WYANDOTTE CITY CLERK

①

4/17/2012

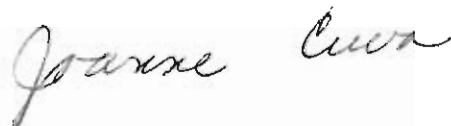
Dear Mayor Peterson and Council

Please accept my resignation from the Wyandotte Beautification Commission effective Monday April 23, 2012.

I want to thank the Mayor and Council in providing me the opportunity to work on the Beautification Commission in helping improving the beautification of Wyandotte.

I have enjoyed my time on the commission.

Sincerely,

A handwritten signature in cursive script that reads "Joanne Cuva". The signature is written in dark ink on a light-colored background.

Joanne Cuva

Alana Paluszewski

2265 20th Street
Wyandotte MI 48192

2

734.282.4494 home
734.560.9043 cell
palusza@sbcglobal.net

April 15, 2012

Mayor Joseph Peterson
Wyandotte City Hall
3131 Biddle Ave
Wyandotte MI 48192

Dear Mayor and City Council,

This letter is to announce my intention to step down from the Wyandotte Beautification Commission at the end of my term April 30, 2012. This coincides with my upcoming retirement from the Wyandotte Public Schools later this spring.

It has been an honor and a privilege to serve our community on the Commission. Please feel free to call upon me in the future.

Regards,



Alana Paluszewski

Cc: Natalie Rankine, DDA Director; Beautification Commission



OFFICE
266 Oak
Wyandotte, MI 48192

PHONE
734-556-3135

FAX
1-888-539-2554

EMAIL
info@shelbertohome.com

WEB
www.shelbertohome.com

3

Since 2007

4/23/2012

Dear Mayor Peterson and Wyandotte City Council Members:

I am writing on behalf of Shelter to Home Inc, located at 266 Oak St., at the Northeast corner of Oak and Third Streets. We are requesting further consideration regarding item #20 from the council meeting on Monday, April 16th, 2012. This item was pertaining to the angled parking lot, located on 3rd Street, just north of Oak, between the sidewalk and the curb.

Our business is requesting the lot be converted to a City Parking Lot instead of being demolished. Currently, volunteers and patrons of our business use this area for parking. Since our business only has 6 parking spaces allocated in the alley behind our property that are almost always full, without the lot in question, our patrons would be forced to utilize curb-side parking in front of houses in the neighborhood on 3rd north of Oak. We imagine our neighbors would prefer that our business patrons regularly park their cars in an accessible parking lot, instead of in front of their homes.

It would be beneficial to our business, to our patrons, and to the residents in our surrounding properties, for this parking lot to be converted to City Parking.

I kindly thank you for your consideration with this issue.

Sincerely,
Shelley Bawol
Shelley Bawol
President
Shelter to Home Inc.

LOOK, MAKOWSKI AND LOOK
PROFESSIONAL CORPORATION

ATTORNEYS AND COUNSELORS AT LAW
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192

(734) 285-6500
FAX (734) 285-4160

WILLIAM R. LOOK
STEVEN R. MAKOWSKI

RICHARD W. LOOK
(1912 - 1993)

4

May 3, 2012

To: Honorable Mayor and City Council

From: Department of Legal Affairs

Re: Parking on 3rd Street

Dear Mayor and City Council:

It is my understanding that the angle parking on 3rd Street was not the result of any special assessment but that the construction of the parking was by a private person in accordance with a business parking permit issued by the city engineer in 1954. Although permission was provided to construct and maintain said parking area, I have found no records to indicate that any further rights were provided to the permittee other than to construct and use the area for parking. Therefore, if the city wishes to continue to allow this to be used as a parking space I do not see any reason why the city may not proceed. If the permittee is concerned about responsibility for future maintenance of the parking area. The city could agree to revoke the parking permit that he had requested and therefore he would not have to be concerned about future maintenance.

Respectfully submitted,
Department of Legal Affairs
LOOK, MAKOWSKI and LOOK, P.C.

William R. Look

William R. Look

WRL:mag

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



COUNCIL

Todd M. Browning
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Leonard T. Sabuda
Lawrence S. Stec

April 17, 2012

JOSEPH R. PETERSON
MAYOR

RESOLUTION

Mark A. Kowalewski
City Engineer
3131 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Todd M. Browning
Supported by Councilman by Leonard Sabuda

RESOLVED by the City Council that the communication from the City Engineer relative to the angled parking bay located on 3rd Street between the sidewalk and curb line adjacent to the former site of Feldman Camera is referred to the City Engineer and Department of Legal Affairs for a review and report back with a recommendation in three (3) weeks. (May 7, 2012).

YEAS: Councilmembers Browning DeSana Fricke Galeski Sabuda
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on April 16, 2012.

William R. Griggs
City Clerk

CC: Department of Legal Affairs

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



20

MAYOR
Joseph R. Peterson

COUNCIL
Todd M. Browning
James R. DeSana
Sheri Sutherby Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

April 2, 2012

The Honorable Mayor Joseph R. Peterson
And City Council
City Hall
Wyandotte, Michigan

RE: Elimination of Parking Bay

Dear Mayor Peterson and Council Members;

The angled parking bay located on 3rd Street between the sidewalk and curb line adjacent to the former site of Feldman Camera has become deteriorated and an eyesore. This parking bay was constructed and paid for by the adjacent property owner, Mr. John Heinbokel of Feldman Camera and Midwest Camera Repair, Inc., in 1954. Mr. Heinbokel has indicated in the attached letter that it is no longer used by the business and would like the area to be removed and replaced with a full curb and sod.

During the resurfacing of 3rd Street from Oak Street to Vinewood, this angle parking between the sidewalk and curb has been designated to be removed and replaced with full height curb with sod placed between the sidewalk and new curb. If Council concurs this parking bay will be removed as planned.

Very truly yours,

Mark A. Kowalewski, P.E.
City Engineer

Attachments

cc: John Heinbokel, 318 Oak, Wyandotte, MI 48192
Raymond Heinbokel, 318 Oak, Wyandotte, MI 48192
Crystal Holmes, 2844 3rd Street, Wyandotte, MI 48192

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that Council concurs with the recommendation of the City Engineer regarding the removal of the parking bays along 3rd Street;
AND

BE IT FURTHER RESOLVED that Council directs the Engineering Department to remove the parking bays along 3rd Street during the reconstruction of 3rd Street from Oak Street to Vinewood.

Midwest Camera Repair, Inc.

318 Oak Street

WYANDOTTE, MICHIGAN 48192

Phone: (734) 285-2220 FAX (734) 283-7478

FIVE
318 OAK

December 9, 2011

City of Wyandotte
Gregory J. Mayhew
Assistant City Engineer
3131 Biddle Avenue
Wyandotte, MI 48192

Dear Mr. Mayhew:

I am the business and property owner of Midwest Camera Repair, Inc., located at 318 Oak Street. I was informed that Third Street is going to be paved. The angled parking at Third and Oak Street is no longer used and I do not want to take care of the parking space. I would like the city to replace the angled parking with sod and a curb. Thank you for your consideration in this matter.

Sincerely,

Raymond Heinbokel Sr.

Raymond Heinbokel, Sr.

June 22, 1934

Mr. Ed. Path, Chief of Police
Police Station
3505 Biddle Ave.
Wyandotte, Michigan

Re: Business Parking Permit
for John R. Heinbokel.

Dear Ed:

Please find herewith the business parking permit for John R. Heinbokel of Feldman Camera Exchange, 300 Oak Street. The construction has been satisfactorily completed in accordance with the sketch attached to the permit which has been signed by me.

Very truly yours,

LOUIS H. MOHR,
City Engineer.

LHM:ga
(2 encls.)

C
O
P
Y

ON THIRD NEAR OAK

BUSINESS PARKING PERMIT
Wyandotte Police Department

Applicant John R. Heimbokel

Business Name Feldman Camera Exchange

Business Address 300 Oak Street

Frontage 72 feet on Third St.

This permit is not valid until the design and construction of the space, and surfacing, is approved by the City Engineer.

Date Issued: 6/23/54 Edw. E. Patch
Chief of Police

Date Approved: 6/21/54 Louis H. Moser
City Engineer

Phone 1586

CITY OF WYANDOTTE, MICHIGAN
Department of Engineering and Building
994 BIDDLE AVENUE

N^o 841

Oil Burner and Fuel Storage Installation Permit

Location 300 Oak St. Wyandotte, Mich., 12-9-1952
(Number) (Street)

Owner John Heimbokel Address

Installer Gareth Address 3441 - Fort St.

Name of Burner Williamson

Number of Tanks: Dimensions: Capacity:

Location of Tanks: Outside () Basement () Enclosed () Underground ()

Note: This new unit connected to existing tank

Permit Clerk

M. E. J.

Total Fee \$ 3.00

LOOK, MAKOWSKI AND LOOK
PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192

5

WILLIAM R. LOOK
STEVEN R. MAKOWSKI

(734) 285-6500
FAX (734) 285-4160

RICHARD W. LOOK
(1912 - 1993)

May 3, 2012

To: Honorable Mayor and City Council

From: Department of Legal Affairs

Re: Contract with Automated Merchant Services (AMS)

Dear Mayor and City Council:

I have reviewed the contract submitted by AMS and have met with David Fuller concerning the contract provisions. Mr. Fuller has answered all of my concerns and I approve the contract as to form.

Respectfully submitted,
Department of Legal Affairs
LOOK, MAKOWSKI and LOOK, P.C.

William R. Look

William R. Look

WRL:mag

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

April 24, 2012

RESOLUTION

David Fuller
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman James R. DeSana
Supported by Councilman Lawrence Stec

RESOLVED by the City Council that the recommendation of the Wyandotte Municipal Service Commission and Director of Information Technology concerning the proposed agreement with automated merchant services is hereby referred to the Department of Legal Affairs for a review and report back in two (2) weeks.

YEAS: Councilmembers Browning DeSana Fricke Sabuda Stec
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on April 23, 2012.

William R. Griggs
City Clerk

CC: Department of Legal Affairs, Municipal Service Commission

Municipal Service Commission
Gerald P. Cole
Frederick C. DeLisle
James S. Figurski
Leslie G. Lupo
Michael Sadowski



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

Melanie L. McCoy
General Manager and Secretary
3005 Biddle Avenue, P.O. Box 658
Wyandotte, MI. 48192-0658
Telephone: (734) 324-7100
Fax: (734) 324-7119

April 23, 2012

The Honorable Mayor & Council
City of Wyandotte
3131 Biddle Avenue
Wyandotte, MI 48192

Honorable Mayor and City Council,

Enclosed herewith is a copy of resolutions passed by Municipal Service Commission at its regular meeting of April 17, 2012. Resolutions as follows:

1. Authorization for the Director of Information Technology to sign an agreement with AMS to provide credit card processing capabilities for online bill payments at an agreed transactional rate.

Very truly yours,

City of Wyandotte
WYANDOTTE MUNICIPAL SERVICES

David Fuller
Director of Information Technology

WYANDOTTE MUNICIPAL SERVICES
RESOLUTION

04-2012-02

A RESOLUTION AUTHORIZING THE DIRECTOR OF INFORMATION TECHNOLOGY TO SIGN AN AGREEMENT WITH AUTOMATED MERCHANT SERVICES, INC (AMS) TO PROVIDE CREDIT CARD PROCESSING CAPABILITIES FOR ONLINE BILL PAYMENTS.

WHEREAS, there is customer demand for the ability to pay Wyandotte Municipal Services utility bills online; and

WHEREAS, The City of Wyandotte, MI Strategic Plan 2010-2015 states in its Goals and Objectives that the IT Department will implement a system to allow city payments online; and

WHEREAS, the existing enterprise system has the capability to integrate online bill payments into existing workflows allowing for productivity gains; now therefore,

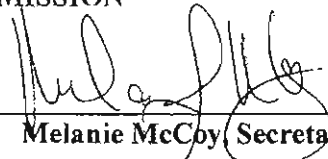
BE IT RESOLVED by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, that the Director of Information Technology is hereby authorized to sign an agreement with AMS to provide credit card processing capabilities for online bill payments at an agreed transactional rate.

ADOPTED, this the 17th day of April, 2012.

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: 
Fred DeLisle, President

By: 
Melanie McCoy, Secretary

Online Bill Payment – Executive Summary

THE CITY OF WYANDOTTE, MICHIGAN

Strategic Plan 2010-2015

Goals and Objectives

"The IT Department will implement an egovernment application including facilities for the payment of city fees, fines and taxes, and the completion of city forms and applications."

Online bill presentation and payment for services is considered by many today to be a competitive requirement. Providing our ratepayers the ability to view and pay their bills online at their own convenience, rather than just our stated business hours should be implemented to match customer expectations. Though we currently have drop-off and recurring electronic draft payments, in addition to traditional mail and counter payments, online billing provides an enhanced customer experience that will allow us to potentially reduce cost.

Online Bill Payment Options

1. Do nothing.

Our customers have several options to pay their bill as mentioned above.

2. Provide online bill presentation.

Our current enterprise software application allows us to present utility bills online at no new cost (other than in-house staffing hours) to WMS.

3. Online bill payment through third-party free application and processor.

Several vendors provide online bill payment with no implementation charges, but at a higher transactional rate. Bill presentation would be as in option 2. Payment processing would be batched and require manual activity, reducing overall productivity gains. There would be costs incurred to develop a means to provide billing information to the vendor. Though the solution would remain if WMS and the City move to a new enterprise platform, there would be additional implementation costs incurred at that time.

4. Online billing solution through third-party application and processor.

Several vendors offer full-service billing applications that would require a greater initial investment to implement. There would still be transactional costs associated with credit card processing. All other concerns associated with option 3 would remain.

5. Online billing using our existing investments and a third-party processor.

WMS and the City currently have the ability to present customer bills online. This solution has low transactional costs that are reduced by using an approved vendor. There are processor transactional fees, but this solution is automated, requires no manual intervention, and effectively provides service comparable to paying in person in that payments are recorded immediately.

Recommendation

The recommended solution is Option 5.

Enabling the ability to process credit cards through our existing system would cost \$.055 per transaction with a monthly minimum of \$150 and a fee not to exceed \$1,500 per month by using an approved vendor. This solution will allow WMS to provide online billing in the timeliest manner to meet customer demand. This will also leverage existing investments and provide a customer experience that ensures payments are recorded without delay.

Processor Transactional Fees

The fees associated with processing a credit card online are numerous including fixed and variable costs. Those costs decrease proportionately with higher payments. The vendor has provided advantageous government utility pricing for us; below are sample fees based on a \$100 transaction:

Visa (Government-Utilities-Credit) - \$100 transaction

\$.75 per transaction (Visa Interchange) - \$.75
.11% (Visa Assessment Fee) - \$.11
.0195 per transaction (Visa Access Fee) - \$.0195
.20% (AMS Processing Fee) - \$.20
\$.10 (AMS Authorization Fee) - \$.10
\$.05 (AMS Capture Fee) - \$.05

Total - \$1.23

Visa (Government-Utilities-Debit) - \$100 transaction

\$.65 per transaction (Visa Interchange) - \$.65
.11% (Visa Assessment Fee) - \$.11
.0195 per transaction (Visa Access Fee) - \$.0195
.20% (AMS Processing Fee) - \$.20
\$.10 (AMS Authorization Fee) - \$.10
\$.05 (AMS Capture Fee) - \$.05

Total - \$1.13

MC (Government-Utilities-Credit) - \$100 transaction

\$.65 per transaction (MC Interchange) - \$.65
.11% (MC Assessment Fee) - \$.11
.0185 per transaction (MC Access Fee) - \$.0185
.20% (AMS Processing Fee) - \$.20
\$.10 (AMS Authorization Fee) - \$.10
\$.05 (AMS Capture Fee) - \$.05

Total - \$1.13

MC (Government-Utilities-Debit) - \$100 transaction

\$.45 per transaction (MC Interchange) - \$.45
.11% (MC Assessment Fee) - \$.11
.0185 per transaction (MC Access Fee) - \$.0185
.20% (AMS Processing Fee) - \$.20
\$.10 (AMS Authorization Fee) - \$.10
\$.05 (AMS Capture Fee) - \$.05

Total - \$0.93

Visa/MC (Regulated Durbin Debit) - \$100 transaction

\$.22 per transaction (Visa/MC Interchange) - \$.22
.05% (Visa/MC Interchange) - \$.05
.11% (Visa/MC Assessment Fee) - \$.11
.0195/.0185 per transaction (Visa/MC Access Fee) - \$.0195/\$.0185
.20% (AMS Processing Fee) - \$.20
\$.10 (AMS Authorization Fee) - \$.10
\$.05 (AMS Capture Fee) - \$.05

Total - \$0.75

Our software fees of \$0.055 would also need to be included, but you can see that these are relatively low costs to meet our customers' expectations, position us to provide future customer experience enhancements, and realize productivity gains.

SUNGARD®
PUBLIC SECTOR

Add-On Quote

Cost Detail

Name: Wyandotte, MI
Address: 3005 Biddle Avenue
City, State, Zip: Wyandotte, MI 48192
Contact: David Fuller
Quote Date: February 6, 2012
Quote Expiration: May 7, 2012

SunGard Public Sector Products	Tier	License	Maintenance	Other	Training		Implementation	
					Days	Cost	Install/ Config	Proj Mgmt
ONESolution Transaction Manager (KT) – Upgrade	ALL	See Note	0		0	0	0	0

SUNGARD' PUBLIC SECTOR

Add-On Quote

Cost Detail

Name: Wyandotte, MI
Address: 3005 Biddle Avenue
City, State, Zip: Wyandotte, MI 48192
Contact: David Fuller
Quote Date: February 6, 2012
Quote Expiration: May 7, 2012

Payment Terms:

1. License fees, including third-party; hardware; and project management are due at contract execution date, signed quote, or receipt of purchase order.
2. Installation Fees are due upon completion.
3. SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third-Party Application Annual Support Fees - payment terms shall be as provided by the Third-Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.
4. Training due as Incurred.
5. Travel, out of pocket and living expenses are not included in above pricing and will be invoiced as incurred.

Notes:

1. Pricing is for the application as-is. Any modifications or conversions will incur additional costs.
2. There is no testing and acceptance period. The SunGard Public Sector application warranty period is one (1) year after the Delivery Date. "Delivery Date" means for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.
3. This quote constitutes a Supplement to the existing Software License and Services Agreement signed by SunGard Public Sector Inc. and Customer. Except as provided herein, all terms of the Agreement remain in full force and effect.
4. Licensed Programs may be used in machine-readable object code form only.
5. Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third-party hardware or third-party software supplier shall prevail unless otherwise provided herein.
6. Scheduled Resource Changes: For training and onsite project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or onsite project management plus incurred expenses.
7. Additional hardware and/or third-party software may be required. For windows hardware specifications and information, please contact Dov Koplovsky at NEWCOM - dov.koplovsky@newcomglobal.com or (781) 826-7989. For IBM Hardware please contact Dino Vlachos at SunGard Public Sector VAR - 770-216-4426.
8. Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

SUNGARD® PUBLIC SECTOR

Add-On Quote

Cost Detail

Name: Wyandotte, MI
Address: 3005 Biddle Avenue
City, State, Zip: Wyandotte, MI 48192
Contact: David Fuller
Quote Date: February 6, 2012
Quote Expiration: May 7, 2012

Special Terms Relating to ONESolution Transaction Manager: In addition to any ONESolution Transaction Manager configuration and / or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the ONESolution Transaction Manager. Upon the conclusion of each month following installation of the ONESolution Transaction Manager (KT), SunGard Public Sector will invoice Customer a monthly usage fee equal to the following:

i. Eight point five cents (\$0.085) for each transaction processed by the ONESolution Transaction Manager during the prior month;

or

ii. Five point five cents (\$0.055) for each transaction processed by the ONESolution Transaction Manager during the prior month provided that Customer utilizes a SunGard Public Sector approved payment partner for that transaction's related merchant services;

or

iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

Notwithstanding, there is a monthly maximum or "cap" of one thousand, five hundred dollars (\$1,500.00) for monthly usage fees related to SunGard Public Sector originated transactions. Third-party originated transactions are excluded from this maximum.

For customers utilizing the ONESolution Transaction Manager as part of a Click2Gov upgrade, monthly service fees related to the ONESolution Transaction Manager are suspended until January of 2012. For these customers, January of 2012 will be the first billable month for the payment solution.

The per transaction rates that are used to calculate each monthly usage fee as well as the minimum and maximum monthly usage fees as described above are subject to change on an annual basis. Transaction rates will be indicated in SunGard Public Sector's monthly invoices being sent to Customer and the new transaction rates will be effective upon Customer's next annual Maintenance renewal date, per the Software Maintenance Agreement. Other changes to these special terms relating to ONESolution Transaction Manager may occur at any time as may be required and such changes will be effective upon SunGard Public Sector's written notice to all Customer's who utilize ONESolution Transaction Manager services.

For the purpose of the ONESolution Transaction Manager, the term "transaction" means a transaction that is submitted to the ONESolution Transaction Manager whether such transaction might be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to SunGard Public Sector, Customer may terminate the ONESolution Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The ONESolution Transaction Manager is the only solution for real-time, online transaction processing within the SunGard Public Sector suite of internet and core products.

The ONESolution Transaction Manager solution is available 24 hours / 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the ONESolution Transaction Manager, Customer's license to use ONEPoint Payment Engine - KL (if applicable) shall terminate.

9. Applicable taxes are not included in the above fees and if applicable, will be added to the amount in the payment invoices.

10. Please indicate that your purchase is per the terms and conditions of this proposal dated:

February 6, 2012

The pricing, terms and conditions in this quote will be honored provided this quote is fully executed within 90 days from date of quote.

Wyandotte, MI
David Fuller
3005 Biddle Avenue
Wyandotte, MI 48192

Authorized Signature

Date

Printed Name



Experts in Electronic Payments

March 6, 2012

Mr. David Fuller
Director of IT
City of Wyandotte
3200 Biddle Ave, Suite 200
Wyandotte, MI 48192

Dear David,

Enclosed please find the following information for your review, comments and approval.

Automated Merchant Systems, Inc. appreciates the opportunity of providing your organization with a proposal for credit card processing services. We have a comprehensive approach to the electronic payments industry which is specifically designed to meet the payment processing needs of Government merchants nationwide.

With our expertise in the Public Sector, we will assist you in accomplishing a smooth set-up and transition with SunGard for accepting credit card payments at your city.

In addition, AMS is committed to providing your organization with the upfront education and ongoing information necessary to keep current in the fast paced and constantly changing electronic payments industry. Our proposal details ALL the applicable interchange categories that can apply to your transactions with complete disclosure on how your organization can qualify for the rates associated with each category.

AMS will ensure that the services you have selected from us are ready when you want them active. All service fees are detailed on the enclosed Exhibit "A" for your consideration.

Trusting this meets with your approval, please authorize us to move forward by signing and returning our Exhibit "A" and we will be happy to schedule a conference call to discuss your implementation project.

Thanks again for your time and consideration.

Sincerely,

Matthew R. Cherry
VP of Sales

600 Northlake Blvd., Suite 140
Altamonte Springs, FL 32701
Phone: (407) 331-5465
Fax: (407) 331-7524

www.automatedmerchant.com

EXHIBIT "A"
AMS PRICING SCHEDULE FOR: City of Wyandotte

BILLING CATEGORY:	DISCOUNT RATE / PRICE:	NOTES:
VISA/MasterCard/Discover Fees:		
All Transactions:	Interchange + 0.20%	Per Visa / MasterCard / Discover requirements
Visa/MC Transactions:	0.11% + \$0.0195	Visa's Dues & Assessments
	0.11% + \$0.0185	MasterCard's Dues & Assessments
	0.13% + \$0.0185	MasterCard's D&A (Trans > \$1,000.00)
Discover Transactions:	0.10% + \$0.0185	Discover's Dues and Assessments
<i>International</i> Transactions:	0.40% + 0.45%	Visa Intl (IAF & ISA) Assessments
	0.40% + 0.55%	MC US Cross Border + Acquirer Fee
	0.40% + 0.55%	Discover Intl Service + Support Fee
Per Item Capture Processing Fee:	\$ 0.05 Per Item	ALL VISA/MasterCard/Discover transactions, including Business, Corporate, and Purchasing Card transactions
PCI Non-Compliance Fee:	0.05%	Eliminated upon PCI Compliance
AUTHORIZATION /COMMUNICATION:		
VISA/MasterCard/Discover Transactions: (Includes: Authorization, Declines, and Inquires)		
Local / 950 / SSL / Watts	\$ 0.10/call	Local-node, 950 or SSL calls
AMEX Transactions: (Includes Authorization, Declines, Capture and Inquires)		
Local / 950 / SSL / Watts	\$ 0.15/call	Local-node, 950 or SSL calls
BANCARD PROCESSING FEES:		
Statement Fee:	\$ 7.50/month	Per merchant Number
Minimum Fee:	\$ 10.00/month	Per merchant Number
Voice	\$ 0.75/call	EDC back-up (Voice Authorization)
Chargeback Fee:	\$ 15.00/item	Includes retrievals at no cost.
INTERNET PROCESSING FEES:		
Gateway Fee:	\$ N/A	Per MID-TID
Transaction Fee:	\$ N/A	After the First 250 per month
OPTIONAL SERVICES		
Reporting (eConnections)	\$ N/A	Per Merchant ID
SPECIAL AUTHORIZATION SERVICES:		
Visa Misuse of Authorization	\$0.045/tran	Applies to any auth not settled
Visa Zero Floor Limit Non-Auth	\$0.100/tran	Assessed for NO authorization code
Visa Zero Dollar Verification	\$0.025/tran	Assessed on each \$0.00 verification
Visa Base II Fee	\$0.003/tran	Applies to All Visa US Transactions
MC Partial or Reversal of Auth	\$0.045/tran	Applies each time an auth is adjusted
MC Processing Integrity Fee	\$0.045/tran	Authorization not cleared in time
MC Account Status Inquiry/AVS	\$0.025/tran	Intra- card and merchant same region
MC Account Status Inquiry/AVS Intl	\$0.030/tran	Inter- card and merchant different

Customer's Signature: _____ **Date:** _____

MERCHANT SIGNATURE AUTHORIZATION

Name of Government Entity: _____

The undersigned certifies and agrees to as follows:

1. The undersigned and any of the persons identified below are duly authorized to sign this Agreement and bind the governmental entity indicated above to it. If any official indicated below resigns or is replaced, that official's successor(s) in office shall be deemed to have signed this certification and the Agreement.
2. The persons listed below are duly authorized to act for and on behalf of the governmental entity indicated above in any manner relating to this Agreement.
3. Both AMS and Merick may rely on the authority granted in this certification and the undersigned official represent and warrants that this certification shall remain in full force and effect until revoked upon written notice to AMS.
4. The following are the names, titles and genuine signatures of the persons authorized by this certification:

TITLE	PRINT NAME	SIGNATURE

I have subscribed my name as the official indicated above as of _____ (date)

Signature: _____ Print Name: _____

Title: _____

MERCHANT INQUIRY:

Has Merchant or Owners/Principals ever been terminated from accepting payment cards from any payment network for this business or any other businesses?

☐ NO ☐ YES (If yes, please explain) _____

How Many Chargebacks Last Year? _____ Total Amount: \$ _____

Please Mark all Card Types Accepted and Initial Here:

(Initials)

*For Details on how these transactions qualify at each level, please refer to your Operating Procedures Guide.

☒ Debt Cards: V/MC (consumer signature cards/ all foreign issued cards/ PIN debit cards)

☒ Other Cards: V/MC (business credit/debit, consumer credit, & all foreign issued cards)

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



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

6

MAYOR
Joseph R. Peterson

COUNCIL
Todd M. Browning
James R. Desana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

May 2, 2012

The Honorable Joseph R. Peterson, Mayor
and City Council Members
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council Members,

Public Act 63 of 2011 outlines the requirements necessary for local communities to receive State Share Revenue under the newly created Economic Vitality Incentive Program (EVIP). This program provides state shared revenue if certain actions are taken by the local community. The EVIP funding, with a maximum annual amount of \$720,000 allocated to our City, replaces Statutory Revenue Sharing which the City previously received over \$1.2 million annually.

One element of the EVIP program was to identify a plan or proposals to increase the existing level of cooperation, collaboration, and consolidation between governmental jurisdictions. The City of Wyandotte filed this plan by the January 1, 2012, deadline and identified the creation of the Downriver Animal Control Services as a collaborative effort that was being pursued. To assist with the creation of this entity, the City of Southgate applied for a grant on behalf of the cities who desired to participate in this cooperative effort. A grant of \$235,000 was awarded to assist with the capital investment necessary to facilitate this consolidation.

Over the past four (4) months, much discussion and negotiation has occurred between the communities relative to the best way to organize and facilitate this service and the use of the grant funding. At this time, the following plan has tentatively been agreed upon as a course of action:

1. Animal Control Officers will be hired as City of Wyandotte employees and serve the member communities in a newly created agency (Downriver Central Control Agency).
2. Member communities will reimburse the City of Wyandotte for their share of the costs incurred in their communities by these employees.
3. The grant funding, reduced to \$143,000, will be used to renovate and construct and facility for animal control in the City of Southgate which is intended to serve member communities other than Wyandotte.
4. The City of Wyandotte Animal Shelter will continue to operate under virtually the same operating model as in the past. It will also serve as an "overflow" facility for the new facility that will serve the other member communities.

Attached for your review and approval is a resolution that authorizes the City of Wyandotte to become a member of the Downriver Central Control Agency. This non-binding resolution will satisfy the requirement necessary to receive the grant awarded to members of the cooperative effort. Further details of the consolidation, including the budget and inter-local operating agreement, will be forthcoming after notification is received from all cities committed to the project.

Sincerely,



Todd A. Drysdale
City Administrator

TAD:cjm

City of _____
County of Wayne, State of Michigan

RESOLUTION

At a meeting of the _____ called to order by _____ on
_____ at _____ P.M. the following resolution was offered

Moved by _____ Supported by _____

WHEREAS, the history of collaboration of the Downriver Communities began in 1968 with the creation of the Downriver Community Conference and;

WHEREAS, that in order for the City of _____ to continue to offer residents world class service in the most cost efficient manner the Cities are desirous to enter into an inter-local agreement; and

WHEREAS, the five (5) communities of Southern Wayne County, including the City of _____ are committed to collaborating to maximize efficiency and reduce redundancies; and

WHEREAS, in order to increase the hours that the service is available it is imperative that the Cities Combine resources and reduce future capital costs; and

WHEREAS, under State of Michigan Public Act 63 of 2011 in order to qualify for Revenue Sharing communities must create and execute a shared service plan; and

WHEREAS, it appears that it would be in the mutual interest for the Cities of Allen Park, Lincoln Park, Melvindale, Southgate, and Wyandotte to begin providing regionalized animal control services; and

WHEREAS, the future of our collective communities is based on our ability to enter into cooperative agreements to increase residential services and reduce long term costs.

NOW, THEREFORE, BE IT RESOLVED In accordance with the terms outlined in the EVIP Grant the City Council of the City of _____, being the legislative body of the City _____, hereby agrees to become a member of the "Downriver Central Control Agency".

Yeas:

Absent:

Nays:

Motion: _____

I, _____, Clerk of _____, do hereby certify that the foregoing is a true, correct, and complete copy of a resolution passed by the _____ at a _____ meeting held _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: May 7, 2012

AGENDA ITEM # 7

ITEM: Municipal Services – Cable Television Fund Deficit Elimination Plan

PRESENTER: Paul LaManes, Asst. General Manager

INDIVIDUALS IN ATTENDANCE: Steve Timcoe, Supt. of CATV

BACKGROUND: For the fiscal year ending 9/30/2011 the Cable Television Fund reported a deficit in unrestricted net assets. As such, the Michigan Department of Treasury requires a deficit elimination plan documenting the elimination of the deficit within five years. The deadline for filing the plan is May 12, 2012 as noted in the request from Treasury dated April 12, 2012.

STRATEGIC PLAN/GOALS: Five year plan beginning with fiscal 2012 attached.

ACTION REQUESTED: Adopt a resolution concurring with the Wyandotte Municipal Service Commission's approval of the Cable Television Fund Deficit Elimination Plan

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Michigan Department of Treasury for its approval prior to the May 12, 2012 deadline.

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.

MAYOR'S RECOMMENDATION: Concur with recommendation.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: May 7, 2012

RESOLUTION by Councilman _____

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

A Resolution authorizing the adoption of the Cable Fund Deficit Elimination Plan and that the Assistant General Manager be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Browning

DeSana

Fricke

Galeski

Sabuda

Stec

Municipal Service Commission
Gerald P. Cole
Frederick C. DeLisle
James S. Figurski
Leslie G. Lupo
Michael Sadowski



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

Melanie L. McCoy
General Manager and Secretary
3200 Biddle Avenue, Suite 200
Wyandotte, MI 48192-0658
Telephone: (734) 324-7100
Fax: (734) 324-7119

May 2, 2012

The Honorable Joseph R. Peterson, Mayor
and City Council Members
3131 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson and City Council Members,

Attached for your review and adoption is a Fund Deficit Elimination Plan related to the Cable Television Fund. This plan is required by the Michigan Department of Treasury.

The undersigned recommends that the Commission adopt the Fund Deficit Elimination Plan as outlined in the attached letter to the Local Audit and Finance Division of the Michigan Department of Treasury.

If you should have any questions, comments or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul L. LaManes". The signature is fluid and cursive, with a long horizontal stroke at the end.

Paul L. LaManes
Assistant General Manager
Wyandotte Municipal Services

**WYANDOTTE MUNICIPAL SERVICES
RESOLUTION**

05-2012-01

**A RESOLUTION ADOPTING A DEFICIT ELIMINATION PLAN FOR THE
CABLE TELEVISION FUND**

WHEREAS, the financial statements of Wyandotte Municipal Services show a deficit in the Cable Television Fund

WHEREAS, Wyandotte Municipal Services is required to adopt a Deficit Elimination Plan that addresses said deficit in the Cable Television Fund's net assets; and

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

BE IT RESOLVED by the Wyandotte Municipal Service Commission, a majority of its members thereto concurring, that the attached Deficit Elimination Plan be adopted, and that the Assistant General Manager be and hereby is directed to make any necessary filings of the Deficit Elimination Plan to ensure compliance with accounting requirements.

ADOPTED, this the 1st day of May, 2012.

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By: _____

Gerald P. Cole, President

By: _____

Melanie McCoy, Secretary

Municipal Service Commission
Gerald P. Cole
Frederick C. DeLisle
James S. Figurski
Leslie G. Lupo
Michael Sadowski



Melanie L. McCoy
General Manager and Secretary
3200 Biddle Avenue, Suite 200
Wyandotte, MI, 48192-0658
Telephone: (734) 324-7100
Fax: (734) 324-7119

May 8, 2012

Local Audit and Finance Division
Michigan Department of Treasury
P.O. Box 30728
Lansing, Michigan 48909-8228

Re: City of Wyandotte Department of Municipal Services Cable Television Fund Deficit Elimination Plan

Dear Treasury,

The City of Wyandotte Department of Municipal Services Cable Television Fund reported a deficit related to net assets of \$ 1,550,082 at September 30, 2011. The deficit is the result of capital investments and increasing royalty rates for basic cable services.

The main contributors to the deficit included the necessity of significant capital investment in high definition customer premise equipment (HD Cable Boxes) over the past several years. Also contributing was investment in internet hardware upgrades and additional bandwidth driven by consumer demand. Additional capital investment in VOD (Video on Demand) equipment was also necessary to remain competitive. Finally, rising royalty payments for basic cable services reduced margins on existing rates.

The Cable Television Fund has implemented and will continue to utilize future annual rate adjustments based on a five-year cost of service study completed in July 2011, as adjusted, to eliminate said deficit in addition to realizing a return on investment from the aforementioned capital investments.

The City of Wyandotte Department of Municipal Services respectfully requests your acceptance of the attached five year deficit plan. Please contact the undersigned if you require any further information at 734-324-7194 or plamanes@wyan.org.

Sincerely,

Paul L. LaManes
Assistant General Manager
Wyandotte Municipal Services

Wyandotte Municipal Services

Cable Television Fund Deficit Elimination Plan

May 2012

	Projected				
	2012	2013	2014	2015	2016
Operating Revenue:					
Cable Television	5,412,629	5,873,555	6,315,330	6,813,844	7,374,693
Internet	2,627,166	2,696,000	2,767,175	2,841,060	2,914,925
Phone	511,918	541,250	571,885	603,740	636,945
Retransmission Fee	264,753	265,585	266,970	268,900	271,400
Franchise Fee	440,638	491,500	520,500	552,835	588,335
Total operating revenue	9,257,105	9,867,890	10,441,860	11,080,379	11,786,298
Operating Expenses:					
Distribution	1,307,296	1,346,514	1,386,911	1,428,518	1,471,373
Cable TV Royalties	4,727,233	4,970,463	5,215,619	5,481,529	5,779,433
Customer Service	95,677	98,548	101,504	104,549	107,686
Office and Administrative	645,743	665,116	685,068	705,621	726,790
General fringes and other	1,529,115	1,620,477	1,692,057	1,768,140	1,848,624
Transportation	29,302	30,181	31,087	32,019	32,980
Depreciation	683,468	778,468	853,468	893,468	933,468
Total operating expenses	9,017,834	9,509,767	9,965,714	10,413,844	10,900,354
Operating (Loss) Income	239,271	358,124	476,146	666,535	885,944
Nonoperating Income (Expenses)					
Interest expense	(12,586)	(6,572)	(1,620)	-	-
Total nonoperating (expenses) income	(12,586)	(6,572)	(1,620)	-	-
Net (Loss) Income	226,685	351,552	474,526	666,535	885,944
Depreciation	683,468	778,468	853,468	893,468	933,468
Purchase of Capital Assets	(329,250)	(300,000)	(200,000)	(200,000)	(200,000)
Capital Assets - Digital Upgrade	-	(700,000)	(700,000)	-	-
Proceeds from Issuance of Debt	-	-	-	-	-
Principal Payments	(178,012)	(105,132)	(72,898)	-	-
Retiree Healthcare Reserve (Increase)Decrease	-	169,652	-	-	-
Change in Unrestricted Net Assets	402,891	194,540	355,096	1,360,003	1,619,412
Beginning Unrestricted Net Assets	(1,550,082)	(1,147,191)	(952,652)	(597,555)	762,447
Ending Unrestricted Net Assets	(1,147,191)	(952,652)	(597,555)	762,447	2,381,860

Wyandotte Municipal Services

Cable Television Fund Deficit Elimination Plan

Plan Highlights

The department performed a comprehensive rate study that was completed in July 2011 that resulted in the implementation of a 5 year rate adjustment plan beginning with annual increases starting in fiscal 2012. The recommended rates were adjusted to move certain classes of rates towards the cost of providing the service considering market conditions and changes in the variable costs of providing the service. The scheduled rate increases are as follows:

2012	6.00%
2013	4.50%
2014	3.90%
2015	3.90%
2016	3.90%

The department also implemented the following revenue changes beginning with fiscal 2012 that were recommended in the rate study:

- Retransmission fees are now itemized on the monthly bill and passed through to the subscriber - 3.3% of current rates for 2012
- Franchise fees are now itemized on the monthly bill and passed through to the subscriber - 5.5% of current rates for 2012

Subscriber growth is forecasted in the higher margin internet and phone services along with HD/Digital Cable Services with relatively flat to slightly declining growth forecasted for lower margin basic cable services.

Continued growth is forecasted for VOD (Video on Demand), Pay Per View and QVC/HSN revenue streams which fall outside of the rate increases.

On an ongoing basis, the department will analyze programming content offered as part of its basic cable package to determine if programming should be eliminated or moved to a tiered pricing package to minimize the impact on basic cable margins of increasing royalty rates

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

CITY ASSESSOR
Colleen A. Keehn



CITY COUNCIL
Todd M. Browning
James R. DeSana
Sheri Sutherby Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

DANIEL J. GRANT
CHIEF OF POLICE

April 24, 2012

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

Dear Honorable Mayor and City Council Members:

SUBJECT: TRAFFIC CONTROL ORDER 2012-03

After review, the Traffic Bureau recommends the installation of "Handicap Parking" signs at 432 Poplar St., Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Sergeant Pouliot, this letter serves as a recommendation for Council support of Traffic Control Order 2012-03 as specified on said order.

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

Sincerely.

Daniel J. Grant
Chief of Police

City of Wyandotte

Traffic Control Order

TRAFFIC CONTROL ORDER # **2012-3**

Parking ☐

Speed ☐

Signs to be installed ☒

Other ☐

Traffic C.doc

ORDER TO PLACE SIGNS REGULATING TRAFFIC

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

The installation of:

- "Handicap Parking Signs" at 432 Poplar St.

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

POLICE & FIRE COMMISSION APPROVAL. CITY OF WYANDOTTE, MICHIGAN

John C. Grant

DATE: 4-24-12

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

Daniel Grant

DATE: 4-25-12

CITY COUNCIL APPROVAL. CITY OF WYANDOTTE, MICHIGAN

DATE: _____

CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date: _____

Signature

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

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

MAYOR
Joseph R. Peterson

COUNCIL
Todd M. Browning
James R. DeSana
Sheri Sutherby Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

9

May 1, 2012

The Honorable Mayor Peterson
and City Council
City Hall
Wyandotte, Michigan

RE: Sidewalk Trip Hazard at 1685 20th Street

Dear Mayor Peterson and Council Members:

The Engineering Department reviewed the request of Ms. Lisa Decker at 1685 20th Street caused by the roots growing under the sidewalk and creating the trip and fall hazard. The City of Wyandotte has long had the policy of requiring the property owners of sidewalks adjacent to city owned trees be responsible for the repairs needed due to tree roots raising the sidewalks.

On February 8, 1989, William Look, from the Department of Legal Affairs was also of the opinion that even though the tree roots from a City owned tree may have caused the sidewalk section to be raised, it still does not excuse the property owner from replacing the sidewalk when it is in a hazardous condition (see attached letter).

Therefore, the sidewalks will be removed by the City's contractor, Alastra Construction, and a bill sent to the property owner.

Sincerely,

Mark Kowalewski
City Engineer

cc: Lisa Decker, 1685 20th Street, Wyandotte

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stee

April 24, 2012

RESOLUTION

Lisa Decker
1685-20th Street
Wyandotte, Michigan 48192

By Councilman James R. DeSana
Supported by Councilman Lawrence Stee

RESOLVED by the City Council that the communication from Lisa Decker, 1685-20th Street relative, her request to have the city-owned tree in front of her house removed before sidewalk replacement and impending assessment is hereby referred to the City Engineer and Department of Public Service to assess the tree as it pertains to causing damage to the sidewalk and front walk of Ms. Decker's home and possibly remove the tree before said sidewalks are replaced.

YEAS: Councilmembers Browning DeSana Fricke Sabuda Stee
NAYS: None

RESOLUTION DECLARED ADOPTED

I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on April 23, 2012.

William R. Griggs
William R. Griggs
City Clerk

CC: City Engineer, Department of Public Service

1

April 12, 2012

Dear Mayor and Councilmembers:

Greg Meyring
Civil Engineer

Re: Side Walk Trip Hazard
1685 20th
Wyandotte, Michigan

Dear Greg,

Prior to receiving the letter from your office regarding the lifted sidewalks; I recently submitted a letter to inform the city of Wyandotte about the condition of the sidewalk in front of my home due to the large overgrown and over rooted tree.

As I mentioned in the letter recently sent to city hall Engineering department; the tree roots have lifted the side walk and also the side walk leading up to my home. In addition this is also causing drainage troubles and continues to buckle the side walks.

I strongly believe as do others that I had look at the tree, that unless you remove the tree this will just continue to happen again and the new sidewalks will also buckle and have to be replaced.

I'm sure we both would agree that neither I as a homeowner or the City of Wyandotte want to be sued over something that can be fixed by removing the tree and securing the sidewalks.

*I am appealing my sidewalks being marked for me to pay for replacement
Thank you for your cooperation. until the tree is removed.

Sincerely,


Lisa Decker

LOOK, KALMBACH AND LOOK
ATTORNEYS AND COUNSELORS AT LAW
PROFESSIONAL CORPORATION
2241 OAK STREET
WYANDOTTE, MICHIGAN 48192-5390
(313) 285-6300

RANDY L. KALMBACH
WILLIAM R. LOOK
JOSEPH PALAMARA

RICHARD W. LOOK
COUNSEL

February 8, 1989

TO: Mark Kowalewski
FROM: Department of Legal Affairs
RE: Hazardous walks to be replaced by property owners.

Dear Mr. Kowalewski:

Pursuant to your request I have reviewed your communication dated January 31, 1989 and the relevant sections of the City Ordinance and Charter regarding this subject matter. I am of the opinion that the procedure described in your letter is in compliance with the City Charter and Ordinance and the fact that the tree roots from a City owned tree may have caused the sidewalk section to be raised, does not excuse the property owner from replacing the sidewalk when it is in a hazardous condition.

Respectfully Submitted,

DEPARTMENT OF LEGAL AFFAIRS

LOOK, KALMBACH and LOOK
Professional Corporation

William R. Look
By: William R. Look

WRL:kk

PROPOSED RESOLUTION

RESOLVED BY MAYOR AND COUNCIL that the communication from the City Engineer regarding Ms Lisa Decker at 1685 20th Street as it relates to the tree roots from a City owned tree and the sidewalk section being raised is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that there is not action needed on 1685 20th Street as it relates to roots from a City tree and the concrete sidewalk.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

10

MAYOR
Joseph R. Peterson

COUNCIL
Todd M. Browning
James R. DeSana
Sheri Sutherby Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

May 2, 2012

The Honorable Mayor Joseph R. Peterson
And City Council
City Hall
Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

Enclosed is an Agreement for Architectural Services with Daly Real Estate Services, Inc. The Agreement includes the redesign and renovation of the entire third floor (10,500 square feet) of the Chase Bank, 3200 Biddle Avenue, for the City's new Council Chambers, Mayor's Office, Municipal Services Studio, Finance/City Administration Office's, Wyandotte Business Association (WBA), Special Events and related uses. Services also include coordination of new furniture for all new City Offices on the first, second and third floors.

The fee for said work is \$35,091.00 or 7% of the estimated total construction cost (\$397,000) and furniture (\$104,300).

I recommend the Mayor and City Clerk be authorized to sign said Agreement.

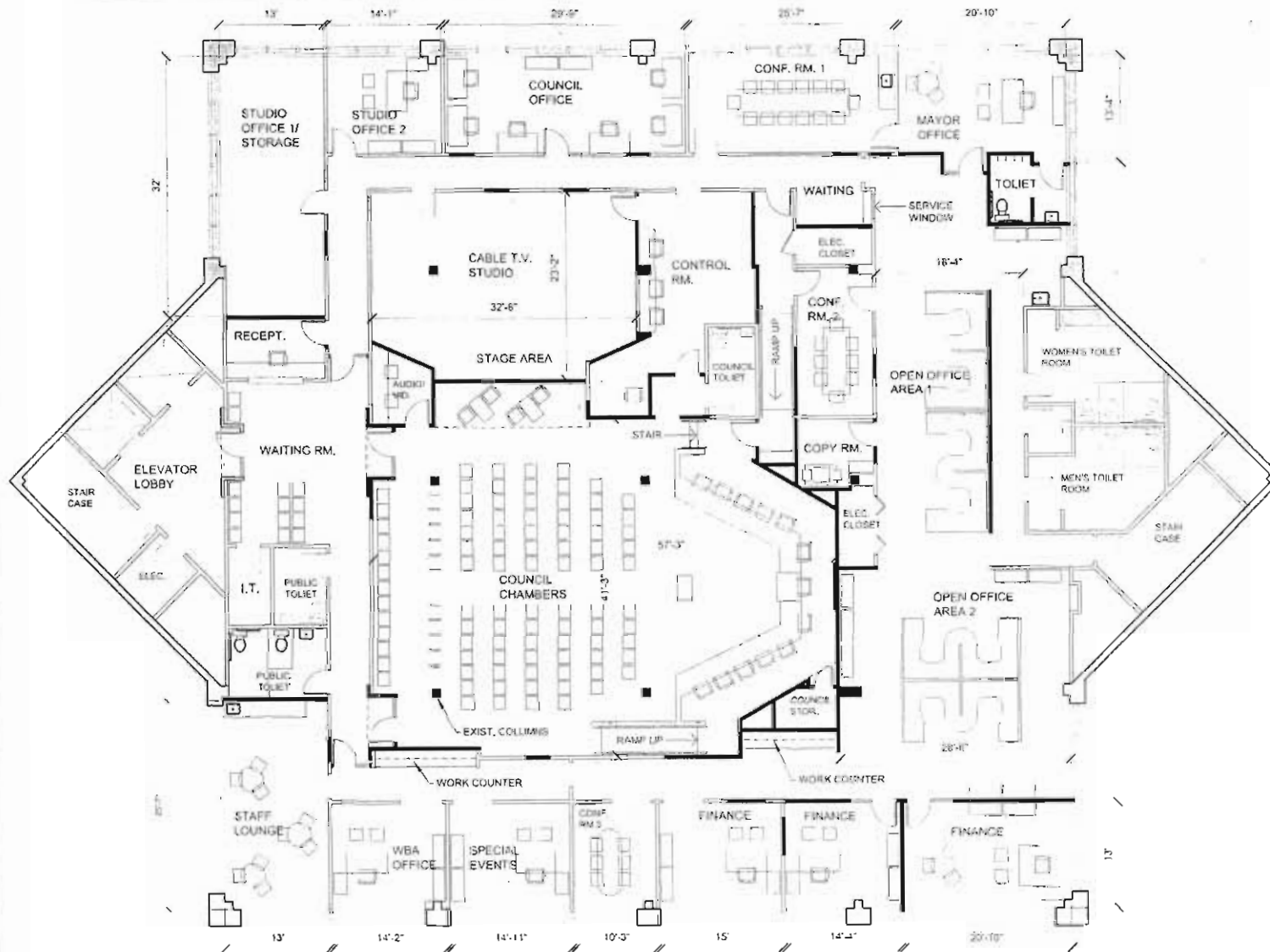
Very truly yours,

Mark A. Kowalewski
City Engineer

MAK:kr
Attachment

Reviewed by Todd A. Drysdale, City Administrator

cc: Joseph Daly Real Estate Services, Inc.
William R. Look, City Attorney
Melanie McCoy, General Manager, Municipal Service
Jim Knopp, Recreation Superintendent
Lynn Steffensky, WBA
Heather Thiede, Special Events



□ Schematic Floor Plan 'A.3'

SCALE: NO SCALE

Daly Real Estate Services, Inc.

100 Maple Street
Wyandotte, MI 48192

Customer: Mark Kowalewski
City Engineer
City of Wyandotte

Date: April 27, 2012

Regarding: Request for Proposal: Architectural Design Services & Furniture Selection Services
Project Location: Third Floor of 3200 Biddle Ave., Wyandotte MI 48192

Project Description:

The third floor of the 3200 Biddle Avenue building previously housed a physical therapy practice for the Henry Ford Healthcare System and is currently designed as such. This project will involve a redesign and renovation of the entire third floor (floor size: 10,500 SF +/-). The floor will be designed to house the City of Wyandotte Council Chambers and associated support spaces including but not limited to offices and meeting rooms.

In addition, there is a need for new furniture for all of the City of Wyandotte offices within the building. This would include the offices on the first, second, and third floors of the building. A furniture inventory and project scope will be developed in order to solicit bids from furniture vendors/suppliers.

This proposal includes services for both the '*Architectural Design Services*' and the '*Furniture Design Services*' as described below.

Architectural Design Services

Schematic Design & Design Development phases

1. Documentation of existing conditions:
 - a. Field measure entire 3rd floor suite
 - b. Document wall and door locations
 - c. Locate electrical, mechanical and plumbing devices
 - d. Document reflected ceiling plan
2. Draft existing floor plan
3. Code analysis:
 - a. Perform a code analysis as related to the proposed use
4. Design meeting one:
 - a. Meet with user group to determine what functions will be housed on the 3rd floor
5. Create (2) two different schematic floor plan designs
6. Design meeting two:
 - a. Meet with user group to review (2) schematic floor plan designs
7. Modification of schematic floor plans per results of design meeting two
8. Design meeting three:
 - a. Meet with user group or City Council presentation to review modified schematic floor plan
9. Create final schematic floor plan

10. Final Design Meeting:

- a. Meet with user group or City Council presentation to review and approve final floor plan design

Construction Documents phase: The following is a minimum list of final drawings to be created. Documents shall fully describe work to be completed.

1. Demolition Plans: Floor Plan, Ceiling Plan, Mechanical, Plumbing, & Electrical Plans
2. Proposed Floor Plan
3. Door & Room Schedules
4. Floor Plan Details
5. Interior Elevations
6. Millwork Details
7. Reflected Ceiling Plan
8. Electrical Plan: Location of devices
9. Mechanical Plan: Mechanical design will be by others
10. Furniture Plan (generic plan)

Interior Design phase: The work within this phase will occur during the Design Development and Construction Document phases.

1. Interior elevations and millwork design:
 - a. Key wall treatments/designs will be presented to the user group for review.
 - b. All new millwork designs will be presented to the user group for review.
2. Interior finish materials:
 - a. Paint, carpet, ceramic tile, plastic laminate, and wood stain samples will be collected
3. Preparation of two to three separate interior finish color schemes:
 - a. Interior color schemes (hard samples) will be presented to the user group for review and approval

Bidding

1. Solicit Bids
 - a. Prepare specifications in accordance with the City guidance to bid project
 - b. (GC) questions/comments will be addressed during the bidding period
 - c. Review/analyze bids for completeness

Construction Administration phase

1. Shop Drawings
 - a. Review and approval of all shop drawings
2. Site Visits
 - a. Visit job site as required to ensure that construction matches construction documents. Frequency of site visits shall occur regularly and on an ongoing basis as needed.
3. Conduct weekly progress meetings including the preparation and distribution of meeting minutes
4. Requests for Information
 - a. Address/answer contractor questions in a timely manner. Process change orders.
5. Review contractors request for payments
6. Punchlist

- a. Final punchlist will be performed/created as required to ensure project completeness

Deliverables

Copies of the Schematic and Design Development drawings will be given to the City for record at appropriate phases during the design process. These drawings will be given as hard copies and pdf format.

Final construction documents will be signed and sealed by a licensed architect. Multiple sets of the construction documents will be submitted for plan review process as required by City. Plans and specifications will be made available to contractors through the Michigan Intergovernmental Trade network (MITN) website at www.mitn.info. The AutoCad files will be released to the City of Wyandotte at Mark Kowalewski's request only.

Contract Agreement

The City has requested that the AIA Document B101-2007 (Standard Form of Agreement between Owner and Architect) and AIA Document A201-2007 (General Conditions) be utilized. These standard forms as amended herein will be utilized and submitted with this proposal.

Furniture Selection Services

Furniture Inventory

1. Existing furniture
 - a. Meet with City and determine which pieces of existing furniture will be re-used within the new offices
 - b. Physically measure and catalog all existing furniture within City departments that is to be reused
 - c. Meet with City and determine the new locations (within the 3200 Biddle offices) for the selected pieces of furniture

Project Scope

1. New furniture
 - a. Meet with City and determine the quantity of new furniture needed for all City offices within 3200 Biddle
 - b. Use floor plan drawings to assist discussions at these meetings
2. Furniture Plan
 - a. Create furniture plan drawing for first, second, and third floors which shows location of new and re-used pieces of furniture
 - b. A furniture legend will be included on drawing which generically describes each piece of furniture

Bidding

2. Solicit Bids
 - a. Prepare specifications in accordance with City guidance to bid project
 - b. Vendors will be given furniture plan to use as the project scope of work
 - c. Vendor questions/comments will be addressed during the bidding period

d. Vendors will be asked to submit cost proposals for low and mid grade priced lines of furniture

3. Bid Analysis

- a. Bids will be reviewed for 'completeness'
- b. Interview bidders as required to clarify submitted proposal
- c. Meet with City to determine winning bidder

Administration

1. Furniture Delivery/Installation

- a. Quantity of ordered furniture will be verified upon delivery
- b. Post installation punch list will be performed

FEE

Architectural Design Services: The above described services will be performed for a fee of 7% of the total construction cost. The estimated construction budget is \$397,000.00. Services shall be paid in accordance with payment schedule.

Furniture Selection Services: The above described services will be performed for a fee of 7% of the total furniture contract amount. The estimated budget is \$104,300.00. Services shall be paid in accordance with payment schedule.

Performance Schedule of Services: See attached 'Exhibit 1' for Architectural Performance Schedule.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Please do not hesitate to contact our office with any questions and comments that you might have.

Sincerely,

Wayne Dutton, Senior Architectural Designer

Daly Real Estate Services, Inc.

734.282.2529

Wayne.dutton@dalymeritt.com

Exhibit 1:

Re: Required performance schedule per Article 1.2 and Article 3.1.3 of the B101-2007 Agreement.
Project: Remodeling of third floor and Furniture for City offices on 1st, 2nd & 3rd floors.
3200 Biddle Ave., Wyandotte MI 48192

Note: The following dates are based on the assumption that this proposal would be approved by **May 7th**, 2012. In addition this schedule does not take into account the exact dates of City Council meetings which might require attendance for various approvals. These meeting dates may alter the dates listed below.
This project will be completed in phases therefore there are two project completion dates as described below.

Schedule for Performance of Architectural Services

- Schematic Design Phase (1 weeks): April 18th thru April 25th
- Design Development Phase (3 weeks): April 26th thru May 17th
- Construction Document Phase (4 weeks): May 18th thru June 22th
- Bidding Phase (2.5 weeks): June 25th thru July 13th
- Plan Review Process (2.5 weeks): **June 25th thru July 13th**
- Construction Administration (13 weeks)
 - *Phase 1 (7 weeks): July thru Sept 3rd
 - **Phase 2 (additional 6 weeks): **July thru Oct. 16th**

*Phase 1 consists of constructing the perimeter office spaces on the floor plan. The interior core space would be completed at a later date.

**Phase 2 consists of constructing the interior core of the floor plan. This interior core consists of the City Council Chamber, connecting rooms, and the Cable T.V. Studio area.

END OF DOCUMENT

Daly Real Estate Services, Inc.

100 Maple Street
Wyandotte, MI 48192

May 1, 2012

Mark Kowalewski
City of Wyandotte
3131 Biddle
Wyandotte, MI 48192

Dear Mark,

Re: Third Floor Redesign & Furniture for City Offices at 3200 Biddle, Wyandotte

In response to our discussions with you regarding the modification of the 'AIA B101-2007 Owner/Architect Agreement' and the 'AIA A201-2007 General Conditions of the Contract for Construction' we have prepared the following list of required modifications. This document will need to be attached and made part of the Owner/Architect Agreement.

Thank you,
Wayne Dutton – Daly Real Estate Services, Inc.
734-282-2529

AIA Document B101-2007

'Standard Form of Agreement Between Owner and Architect'

Article 1.3

At the end of the final sentence remove "the Architect's services and the Architect's compensation" and replace with "in writing".

Article 2.5

Article is deleted in its entirety and replaced with Exhibit A (Certificate of Workers Compensation Insurance), Exhibit B (Certificate of General Liability & Automobile Liability Insurances), and Exhibit C (Professional Liability Insurance). Certificates of insurance will be provided by Architect upon award of contract in accordance with professional liability insurance as described in City's General Conditions, page 9.

Article 3.1

Add: 'The Architect shall be responsible for the coordination of drawings and documents prepared by the Architect relating to the Architect's design for the project, as prepared or performed by the Architect or by the Architect's consultants. The Architect shall be responsible for coordination and internal checking of drawings and to verify the accuracy of dimensional information relative to the Architect's work contained therein.'

Article 3.1.1

Add "in writing" at end of final sentence.

Article 3.2.1

Add to the end of the sentence "and shall reduce such requirements to writing for Owner's approval."

Article 3.2.2

Add "in writing" after the word "Owner" in the last sentence.

Article 3.2.3

Add "and shall reduce such requirements to writing for Owner's approval".

Article 3.3.1

Add to the end of the last sentence "to indicate the nature, arrangement, and appearance of said building, equipment and improvements."

Article 3.4.3

Replace the word "may" with "shall" in the last sentence.

Article 3.5.2.2

Within the sub item '.5' remove the "organizing and conducting the opening of the bids and subsequently" portion of sentence.

Articles 3.5.3.1, 3.5.3.2, and 3.5.3.3

Omit these three articles.

Article 3.6.1.1

Add at the end of the first sentence "as amended by the Owner provided the amendment does not increase the cost or risk to the architect."

Article 3.6.2.1

Remove the word "generally" within the second sentence, and change "in general" within the third sentence to "with reasonable effort".

Article 3.6.2.2

Add: 'Testing during construction will be addressed in the construction documents. Typically if an item is found to be in question and testing is required the cost for the testing will be the responsibility of the contractor if found to be defective and if found to be within the guidelines of the contract documents it will be the responsibility of the Owner. The Owner will be apprised of any testing that may be considered via the construction minutes with minutes during the course of construction.'

Article 3.6.2.4

Remove the last sentence in its entirety and insert "Any decisions on matters relating to aesthetic effect shall be subject to Owner approval."

Article 3.6.3.1

Add "the architect must verify that the proper procedure and requests for extras and/or changes have been complied with. Require the architect to review all sworn statements and waivers to confirm the accuracy and required payments to all subcontractors have been paid".

Add to the end of the sentence after Contract Documents on the fifth line "and has been performed in a good and workmanlike manner."

Add "in writing" at the end of the last sentence.

Commentary: The construction documents will address issue of construction materials, installation and testing of installed materials. Architect will review sworn statement and waivers of lien for each payment application.

Article 3.6.5.1

Add at the end of the first sentence "to be confirmed within the construction meeting minutes to be prepared by the Architect."

Article 4.1

The following Additional Services will be the responsibility of the Owner: 4.1.20.

The following Additional Services will be the responsibility of the Architect: 4.1.27.

All other Additional Services listed within article 4.1 are to be noted as Not Provided.

Article 4.2

The following description is to be inserted. "The Architect's responsibility for furniture design is as described in the 'Furniture Selection Services' proposal submitted to the Owner and dated April 3, 2012."

Article 4.3

Add to the end of the last sentence "as authorized in writing by owner".

Article 4.3.1

Eliminate sub items .5, .7, and .9

Article 4.3.2

Eliminate article.

Article 4.3.3

Eliminate article.

Article 4.3.3

Eliminate article.

Article 5.3

The City Engineer, Mark Kowalewski, will be designated as the representative for this project.

Article 5.4

Entire article is to be deleted.

Article 5.5

Entire article is to be deleted.

Article 5.9

Add at the end of the sentence "Failure to do so does not excuse Architect from correcting said error, omission, or inconsistency".

Article 5.10

Omit the last sentence and replace with "Owner communication to the Contractor and the Architect's consultants will be confirmed in writing via construction meetings with minutes held during the course of construction".

Article 7.1

Entire article is to be deleted.

Article 7.2

Entire article is to be deleted.

Article 7.3

At the ninth line add the word "not" between "shall" and "terminate".

Article 8.1.3

Eliminate the entire article. Insert this section "Either party shall be permitted by consolidation, joinder, or by any other manner to bring other parties involved in the project into an arbitration under this Agreement. Architect and Owner consent and agree to participate in such arbitration. Architect also consents and agrees to participate at Owner's request in any arbitration which may be brought under any agreement between Owner and any Contractors involved in the Project."

Article 9.5

Eliminate "and without cause" and insert "provided it is not arbitrary" at the end of the sentence.

Article 9.7

Add "Cap of termination expenses shall be 7% of the overall contract price which includes all of the items in Article 9.7."

Article 10.1

State of Michigan will be the principal place of business.

Article 10.2

Add "as amended by the Owner and attached hereto" at the end of the sentence.

Article 10.7

Add "with Owner's approval" at the end of the article.

Article 10.8

Eliminate article.

Article 11.1

Architect's compensation for Basic Services is 7% of the project construction cost. Construction cost estimate is \$397,000.00.

Article 11.2

Architect's compensation for Additional Service (4.1.27) is 7% of the furniture cost. The furniture cost estimate is \$104,000.00.

Articles 11.3, 11.4, 11.7, 11.8.2, & 11.9

A fee for these articles is Not Applicable.

Article 11.10.2

Change to 12% annum. Change 30 days to 35 days.

Article 13.3

Architect shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. Breach of the covenant may be regarded as a material breach of this agreement.

Article 13.4

Whenever any approval or consent is required from the Owner under this agreement, such approval or consent shall be binding upon the Owner when delivered in writing to the Architect by the Owner's Representative. For purposes of this Agreement, the Owner's representative will be the City Engineer Mark Kowalewski. The Owner may change the Owner's Representative by giving the Architect written notice of such change.

Article 13.5

Any other term or provision required by law to be in this Agreement is incorporated herein as if fully set forth in this Agreement.

Article 13.6

Architect agrees to defend, indemnify, hold harmless and protect the Owner, its public officials, officers, employees and agents, against any and all claims, losses, liability, damage, costs and expenses, including reasonable attorney fees, as a result of or due to any negligent act, error or omission of the Architect, its agents, employees or consultants. The Owner agrees to defend, indemnify, hold harmless and protect the Architect, its employees, consultants and agents, against any and all claims, losses, liability, damage, costs and expenses, including reasonable attorney fees, as a result of or due to any negligent act, error or omission of the Owner, its public officials, officers, employees and agents.

Article 13.7

If errors and omissions in the project are detected in the plans and specifications before the work is in place, the costs of any re-design required to incorporate the item of feature omitted or correct the error shall be borne by the Architect. Any additional construction costs in this instance resulting from the inclusion of the omitted item or feature or to correct the error shall be borne by the Owner. If, however, the error or omission is not detected until after the work is in place and removal and replacement of a portion of the construction is required, and if incorporation of the omitted item or feature should reasonably and properly have been provided by the Architect, then the cost of the removal and the reconstruction required to begin incorporation of the omitted item or feature shall also be borne by the Architect. If the error is not detected until after the work is in place, the Architect shall also bear the cost of removal and replacement of any construction erroneously emplaced. Errors and omissions may be determined mutually between the Architect and Owner or if not by mutual agreement then in accordance with Article 8 Claims and Disputes. This article shall be subjected to Statute of Limitations.

AIA Document A201-2007

'General Conditions of the Contract for Construction'

Article 1.1.1

Delete last sentence of article and add **"The City's General Conditions are to be a part of this contract."**

Article 1.5.1

Delete paragraph and add: "The Owner shall be deemed the owner of all respective instruments of service, including drawings and specifications and will retain all common law, statutory and other reserved rights including copyrights".

Article 2.1.1

The City Engineer Mark Kowalewski, will be identified as the City's representative.

Article 2.1.2

Per the City of Wyandotte's attorney this paragraph will be eliminated.

Article 2.2.3

Entire article is to be deleted.

Article 3.3.1

At the end of the second to last sentence add, "and Owner".

Article 3.4.2

Add "written" before the word consent in line 2.

Article 3.5

This paragraph will be modified by changing "may" to "shall" at the fifth line and add "or Owner" to the last sentence.

Article 3.6

Add to the end of the sentence "contractor shall be required to pay all taxes as required by law."

Article 3.7.4

In line 7 '21 days' is changed to '7 days'.

Article 3.7.5

Add at the end of the sentence "there shall be no request for time."

Article 3.8.1

Allowances will be included within the contract documents.

Article 3.9.1

At the end of the first sentence add "who may not be replaced without written notice to the Owner and Architect".

Article 3.10.1

Contractor shall submit adhere to the progress schedule established under the current contract documents, as it may be adjusted from time to time as provided below.

1. Contractor shall submit to architect for acceptance all proposed adjustments in the progress schedule that will not result in changing the contract times (or milestones). Such adjustments will generally conform to the progress schedule then in effect.
2. Proposed adjustments in the progress schedule that will change the contract times (or milestones) shall be submitted in accordance with the requirements of article 7.2. Such adjustments may only be made by a change order or written amendment.

Article 3.10.3

Change sentence to "The contractor shall perform the work in accordance with the most recent schedule submitted to the Owner and Architect".

Article 4.1.3

Remove from sentence "...whom the Contractor has no reasonable objection and...".

Article 4.2.6

In the second line add "with Owner's approval" after the word Architect.

Article 4.3.2

In the second sentence change the word "occurrence" to "discovery".

Article 7.1.2

Add "provided it does not increase the cost of the project" at the end of the sentence.

Article 8.3.1

At the last line add "and Owner" after the word Architect.

Article 9.3.2

Add "free and clear of all liens" at the end of the first sentence. Also add "free and clear of all liens" after the word equipment within the third sentence.

Article 9.4.1

Change 7 days to 10 days.

Article 9.6.4

In the first sentence the words, "has the right to request" are to be changed to, "requires".

Article 9.7

Change 7 days to 10 days.

Article 9.10.4

Add a sub paragraph .4 to read "damage or loss to property caused in whole by or in part by the contractor, a sub-contractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone whose acts they may be liable and for which the contractors are responsible under the terms of this contract".

Article 10.2.8

'21 days' is changed to '5 days'.

Article 11

Article 11 shall be deleted in its entirety and replaced with the City's General Conditions regarding Bonding, Insurance Requirements, Indemnification, and Waiver of Subrogation.

Article 11.3.2

Entire article to be deleted.

Article 13.6

Add to the end of the sentence, "not to exceed 7%".

Article 15.1.5.2

Add "which contractor could not have avoided" at the end of the sentence.

Article 15.1.6

This article shall be eliminated.

Article 15.2.3

Add "but Owner is not obligated to do so" at the end of the sentence.

END OF DOCUMENT

GENERAL CONDITIONS

SECTION 1.01 DEFINITION OF TERMS

1.01.01 Abbreviations

Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

AAAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials.
ACI	American Concrete Institute.
AGC	Associated General Contractors of America, Inc.
ANSI	American National Standards Institute.
ASME	American Society of Mechanical Engineers.
ASTM	American Society for Testing Materials.
AWS	American Welding Society.
AWWA	American Water Works Association.
CRSI	Concrete Reinforcing Steel Institute.
FS	Federal Specifications.
MDOT	Michigan Department of Transportation.
MiOSHA	Michigan Occupational Safety and Health Administration.
MMUTCD	Michigan Manual of Uniform Traffic Control Devices (Current Edition).
NCPI	National Clay Pipe Institute.
NEMA	National Electrical Manufacturers Association.
OSHA	Occupational Safety and Health Administration.
PCI	Prestressed Concrete Institute.
SAE	Society of Automotive Engineers.
SSPC	Steel Structures Painting Council.

1.01.02 Definitions

Contract and Included Documents: The written agreement covering performance of the work, as provided in the specifications. The Contract shall include the proposal performance bond, payment bond, all general conditions or special provisions pertaining to the work or materials therefore, all supplemental agreements entered into, all general and detail plans, and shall be in force until the work is completed or the Contract terminated, it being mutually understood and agreed that when taken together the plans and specifications shall be cooperative and shall describe and provide for a complete piece of work. In the event that any provision to this agreement is deemed invalid, the remainder of this agreement shall not be affected thereby.

City: The City of Wyandotte, Michigan, or its authorized representatives as the party of the first part of this contract.

Contractor: The individual, partnership, or corporation or a combination of any or all jointly, undertaking the execution of the work under the terms of the contract and acting directly or through agents or employees, as the party of the second part of this contract.

Engineer: The City Engineer of the City of Wyandotte, Michigan.

1.01.02 Definitions Con't

Inspector: A designated representative of the Engineer assigned to make any or all necessary inspections of the work performed and materials furnished by the Contractor.

Plans: Approved drawings or reproductions of drawings pertaining to the construction or details of the work included in the contract and forming a part thereof.

Special Provisions: The specific clauses setting forth conditions or requirements peculiar to the project under consideration, covering work and materials involved in the proposal. An addendum is a special provision.

Specifications: The General Conditions, Special Provisions, and all written or printed instructions pertaining to the method and manner of performing the work, or to the quantities, or the qualities of the materials to be furnished under the contract.

Subcontract: An agreement between the Contractor and any party or parties to execute a part of the contract work.

Subcontractor: The individual, partnership, or corporation who, by terms of an agreement with the Contractor, undertakes the execution of any part of the work.

Work: The term "work" shall mean all labor, materials, equipment, transportation, or other facilities necessary to be performed or furnished, by or on the part of the Contractor, to complete the contract.

Working Day: Any day when, as determined by the Engineer, it is possible for the Contractor to effectively carry out work on the controlling operation.

Wyandotte Based Business: A business that has its offices or business, or substantial portion of its equipment physically located in the City of Wyandotte and which pays real property taxes and/or personal property taxes in the City of Wyandotte.

SECTION 1.02 PROPOSAL REQUIREMENTS AND CONDITIONS

1.02.01 Preparation of Proposal

The proposal shall be legibly prepared, with ink, printed or typewritten, on the form provided by the City. All blank spaces in the proposal forms must be correctly filled in where indicated for each and every item for which a quantity is given.

Where a lump sum bid is called for, it shall be entered only in the "Amounts" column of the itemized bid sheet. If a unit price or a lump sum bid already entered by the bidder on the proposal form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it and initialed by the Bidder with ink. The proposals received will be compared on the basis of the summation of the lump sum amounts bid, and the products of the quantities of items listed at the unit prices bid. In case of discrepancy between the total shown in the proposal and the unit prices, the unit prices as stated in the proposal shall govern; and any errors found in said products, and in the addition, will be corrected.

The proposal must be properly signed in ink and the address of the Bidder given.

1.02.02 Estimated Quantities

The quantities of the various classes of work to be done and materials to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing, on a uniform basis, the bids offered for the work under this contract, and neither the party of the first part, or its agents, is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work, and the Contractor shall make no claim for anticipated profit, nor for loss of profit because of a difference between the quantities of the various classes or work actually done or materials delivered, and the estimated quantities as herein stated.

1.02.03 Examination of Plans, Specifications and Site of Work

Bidders shall carefully examine the proposal forms, plans and specifications and shall inspect the site of the proposed work in order to satisfy themselves, by examination, as to all local conditions affecting the contract and as to the detailed construction requirements. The submission of a bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, general conditions, special conditions, and contract.

Where data respecting existing conditions is provided or mentioned in the Contract Documents, such data is provided for the convenience of the Bidder and not as a guarantee of conditions. The Bidder shall satisfy himself as to the sufficiency and correctness of such data, and shall make all investigations necessary so that his bid shall be based upon his own knowledge and estimation of conditions to be met.

The location of all public or private utilities as shown on the plans is taken from the best available data. The City of Wyandotte will not be responsible for any omissions or for variations from the locations shown. The Contractor shall contact all utility owners regarding the location of their facilities, including service connections, prior to starting the work. Utility service connections are not shown on the plans and are not the responsibility of the City.

1.02.03 Examination of Plans, Specifications and Site of Work Con't

Any damage to utilities caused by the Contractors operations shall be the sole responsibility of the Contractor.

The Contractor shall make his own determination as to soil conditions and shall assume all risk and responsibility with respect thereto and shall complete the work in whatever manner and under whatever conditions he may encounter or create, without extra cost to the Owner.

1.02.04 Laws and Regulations

The Contractor shall keep himself duly informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall at all times himself observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the party of the first part and its officers and agents against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order or decree, whether by himself or his employee.

1.02.05 Rejection of Proposals

Proposals may be rejected if they show any alterations (except as provided for in Section 1.02.01), additions or conditions not called for, conditional or alternate bids unless called for, or incomplete bids. Proposals in which the unit prices are obviously unbalanced may also be rejected.

SECTION 1.03
AWARD AND EXECUTION OF THE CONTRACT

1.03.01 Consideration of Proposals

The City reserves the right to reject any and all bids, the right to waive any formal defect or technicality in any proposal, and any determination of the lowest responsible bidder is based solely upon the City's exercise of its discretion when it is deemed to be for the best interests of the City.

The opening and reading of the proposal shall not be construed as an acceptance of the Bidder as a responsible Bidder. The City reserves the right to determine the responsibility of the Bidder from its knowledge of the Bidders qualifications or from other sources.

1.03.01a Equalization Factor

Any Wyandotte based firm shall be deemed a better bid than the bid of any competing firm which is not Wyandotte based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Wyandotte based firm after the appropriate equalization percentage credit has been applied to the bid of the Wyandotte based firm. The equalization percentage credit shall be that percentage or credit which the competing firm has applied for similar or equivalent bids in the city where such competing firm is located. If the competing firm has no equalization percentage credit applied to bids in the city they are located, then no credit shall be applied to the Wyandotte based bid.

1.03.01b Determining the Lowest Responsible Bidder

When sealed bids are received by the City for purchases, supplies and construction contracts, the following shall apply:

(a) The person or business submitting the lowest responsible bid shall be deemed the lowest bidder. If, however, the lowest bidder is not a Wyandotte-based business, any Wyandotte-based business with a bid within a specified percentage (two (2%) percent) of the lowest bid that has been deemed responsive and responsible by the City may be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder within five (5) days of request by the City. (Except for bids under Paragraph 89 of Charter)

(b) If a Wyandotte-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsible Wyandotte-based business with a bid within the established percentage of the lowest bid shall be given the opportunity to reduce its bid to match the bid of the lowest bidder. If the Wyandotte-based bidder agrees to reduce its bid to match the bid of the lowest non-Wyandotte bidder, it may be deemed the lowest bidder and awarded the contract.

(c) If no responsive and responsible Wyandotte-based business within the established percentage of the lowest bid agrees to reduce its bid to that of the lowest bidder, then the contract shall be awarded to the person or business with the lowest responsible bid.

(d) Except for construction contracts, no contract awarded pursuant to this Section shall be sublet in any manner that permits any of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of Wyandotte-based.

1.03.01b Determining the Lowest Responsible Bidder Cont

(e) Before any Wyandotte-based business is awarded a contract pursuant to this Section, it shall agree to make available to the City all records necessary to establish its eligibility and compliance with all City, State and local laws, including verification that said business is current in payment of all taxes and obligations due to the City and is in compliance with all Code requirements of the City and is not in violation of any City Ordinance, County ordinance and State law.

(g) This Section is designed to advance the best interest of the City of Wyandotte in its sole discretion and is not intended to provide any unsuccessful bidder with a basis for commencing litigation against the City to seek award of a contract by judicial action. The City of Wyandotte reserves the right to reject any and all bids and the right in its sole discretion to determine if a Wyandotte-based business is eligible to match the low bid.

(h) The criteria for awarding bids shall be as follows:

1. Previous work performance;
2. Reliability, skill, qualifications and integrity of bidder;
3. Bid price;
4. Cleanliness;
5. Sufficiency of equipment, fitness and responsibility or capacity to perform the work or furnish the supplies at the bid price;
6. Insurance and licenses when required by law in a form and amount satisfactory to the City;
7. References and experience of the bidder;
8. Good communication and compliance with bid requirements set forth in the specifications;
9. Wyandotte-Based Business;
10. Any other criteria of the City, in its sole discretion, feels is necessary for the particular bid.

1.03.02 Competency of the Bidder

If requested by the City, the low Bidder, in order to determine whether he is a responsible Bidder, shall be required to furnish to the City the following information sworn to under oath by him or by a proper authorized representative of the Bidder.

- a. The address of the Bidders place of business.
- b. Articles of co-partnership or incorporation or license to do business under an assumed name.
- c. Itemized list of equipment available for use on the project.
- d. A list of supervisory personnel.
- e. A certified or authorized financial statement, dated within sixty days prior to the opening of bids. The City may require that any of such statements be further verified.
- f. A list of present contracts including dollar value, percentage of completion and Owners involved.

1.03.02 Competency of the Bidder Con't

- g. A list of recent projects including dollar value and Owners involved.
- h. Such additional information as may be required that will satisfy the City that the Bidder is adequately prepared, in technical experience, or otherwise to fulfill the Contract. The Contractor shall provide the requested information to the City within fourteen days of receipt of such written request.

1.03.03 Disqualification of Bidders

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his bid or bids:

- a. Evidence of collusion among Bidders.
- b. Lack of competency as revealed by either financial, experience, or plant equipment statements submitted.
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship and progress.
- d. Uncompleted work under other contracts which, in the judgment of the City, might hinder or prevent the prompt completion of additional work if awarded.

1.03.04 Award of Contract

The Contract will be awarded, or all bids rejected, by the City within thirty (30) days after the opening of proposals unless otherwise provided. The notice of the award will be mailed to the address given by the Bidder on his proposal.

1.03.05 Execution of the Contract

The Contract and bond forms will be furnished by the City. The Contract must be executed by the successful Bidder and, together with satisfactory bonds, evidence of insurance and endorsement as required, be delivered to the City within ten (10) days of the date of award.

1.03.06 Bonds Required

The successful Bidder shall furnish satisfactory performance and payment bonds executed by a surety acceptable to the City which is licensed to do business in the State of Michigan, upon forms furnished by the City, each in the amount of the following:

- 1. Performance Bond with limits of amount of contract amount.
- 2. Labor and material bond with limits of amount of contract amount.

1.03.07 Insurance Requirements

During the term of this contract, contractors shall maintain insurance in the kinds and in the amounts specified below with insurers of recognized responsibility, licensed to do business in the state (where the work is being performed) and having either an AM Best rating of "A X", Standard & Poore's Rating of "AA", or Moody's rating of "Aa2". If any work provided for or to be performed under this agreement is subcontracted, contractor shall require the consultants or subcontractor(s) to maintain and furnish the contractor with insurance equivalent to that which is required of the contractor.

In accordance with the above, the following insurance coverages and limits shall be maintained by the contractor at all times during the term of this contract, and for a minimum of 1 year after completion of the project. Such insurance will protect contractor, the owner, the engineer and the City of Wyandotte from claims demands and law suits arising out of the work described in this contract and performed by the contractor and/or subcontractor(s). The following coverages and limits are minimum requirements, but nothing contained in these insurance requirements is to be construed as limiting the extent of the contractor's responsibility for payment of damages resulting from their operations under this contract. The contractor shall advise all insurance companies to familiarize themselves with the conditions and provisions of this contract.

Comprehensive Commercial General Liability Insurance:

General Aggregate:	\$2,000,000
Products – Completed Operations Aggregate:	\$2,000,000
Personal Injury & Advertising Injury - Each Occurrence:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage – (Any one fire):	\$50,000
Medical Expense - (Any one person):	\$5,000

Automobile Liability Insurance Coverage

* Coverage is for all Owned, Leased, Hired and/or Non-Owned Motor Vehicles.

1. Bodily Injury and Property Damage with a
Minimum Combined Single Limit: \$1,000,000
2. All Statutory No-Fault Coverages

Umbrella Insurance Coverage with the following minimum limits:

Each occurrence:	\$5,000,000
Aggregate:	\$5,000,000

<u>Workers Compensation Coverage:</u>	Statutory Limit
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Employers Liability Coverage:

Each Accident:	\$100,000
Disease: Policy Limit:	\$500,000
Disease: Each Employee:	\$100,000

Workers Compensation & Employers Liability Coverage to protect all employees of contractor, the managing agent, any other contractors or subcontractors, agents, servants, or invitees of contractor.

1.03.07 Insurance Requirements Con't

Employee Benefit Liability Coverage with a minimum policy limit of \$1,000,000.

Contractor shall maintain at all times during the term of this agreement all-risk property insurance in a minimum amount equal to the replacement cost of any and all equipment owned, leased or borrowed while in Contractor's or subcontractor's care, custody or control including while in transport at the direction of Contractor or subcontractor.

Contractor shall also maintain at all times, in accordance with the provision of this agreement, an all-risk builders' risk policy, including boiler and machinery including miscellaneous electrical apparatus (mea), covering all materials, equipment, machinery and supplies of any nature whatsoever, to be used in, or incidental to, the fabrication, erection, reconstruction, and completion of the project in an amount not less than 100% of the cost of the project.

All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the City of Wyandotte of cancellation or reduction of coverage. The Contractor shall cease all operations on the occurrence of any such cancellation or reduction and shall not resume any operations until new insurance is in force.

A certificate of said insurance covering Workman's Compensation and Employer's Liability Insurance, Bodily Injury Liability and Property Damage Liability other than Automobile, and Bodily Injury Liability Automobile and Property Damage Liability Automobile, showing thereon the policy number, policy, the aforesaid thirty (30) days notice provisions and the limits of liability are to be presented by the Contractor to the City of Wyandotte prior to the signing of this contract and it shall become a part thereof. All insurance certificates shall specifically name the City of Wyandotte, the Architect and the Architects Consultants, as an additional insured party.

Environmental Impairment Liability:

For agreements involving any work of any environmental nature such as waste disposal, battery recycling, asbestos abatement, lead, etc.

An environmental Impairment Liability policy with a per project limit of \$5,000,000 shall be maintained during the term of this agreement and for a period of three years after the work has been performed.

Professional Liability Insurance:

Professional liability insurance covering the effects of errors and omissions in the performance of professional duties with a minimum limit of \$1,000,000 each claim and aggregate (if applicable), associated with work performed under this agreement.

Contractor's insurance shall be considered primary and not excess or contributing with any other applicable insurance. ANY DEVIATIONS FROM THIS LANGUAGE SHOULD BE DISCUSSED WITH RISK MANAGEMENT AND OFFICE OF GENERAL COUNSEL OR ENVIRONMENTAL HEALTH AND SAFETY GROUP.

Contractor and all subcontractors shall comply with the terms of the Occupational Safety and Health Administration (OSHA) and all locations' and jurisdictions' safety and health regulations during the full term of this agreement.

1.03.07 Insurance Requirements Cont

Insurance - Other Requirements

Damage Claims - Acknowledgment and Reports: The Contractor shall furnish to the Owner an acknowledgment receipt from the Insurance Carrier for each damage claim against the project. The receipt shall include the Insurance Carrier's assigned claim number.

Upon request, the Contractor or his Insurance Carrier shall also furnish to the Owner a status report on all damage claims. This report shall include inspections made, the disposition of claims, and what action has been taken towards settlement of each claim.

Failure of the Contractor to comply with this section of the specifications may result in the amount of such damage claims being withheld from the Contractor's estimate. Such withholding shall be reimbursed in the monthly estimate following compliance.

1.03.08 Indemnification

The Contractor shall indemnify, hold harmless and defend the City of Wyandotte, its agents, employees, elected officers, against any and all claims, expenses (including attorney's fees) demands, payments, suits, actions, recoveries, and judgments of every name and description, brought or recovered against them or either or any of them for or on account of loss of life, any personal injury, or damages to property received or sustained by any person or persons whomsoever by reason of any act or omission of the said Contractor, his agents, servants, or subcontractors in the performance of said work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under the Contract;

and on account of liability or obligation imposed directly or indirectly upon the City of Wyandotte by reason of any law of the State of Michigan or the United States, now existing or which shall hereafter be enacted imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the date hereof, for injuries to employees or others. Said Contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits, and actions made or brought against the City of Wyandotte for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, said City of Wyandotte may, in order to protect itself from liability, defend any such claim, demand, suits, or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay to the City of Wyandotte any and all such loss, damage, and expense, including attorney's fees paid, suffered, or incurred by said City of Wyandotte in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the Engineer shall or may be retained by the City until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities, and obligations have been settled and discharged and evidence to that effect furnished to said City of Wyandotte, or said City may collect the same in whole or in part in any other lawful manner from said Contractor.

Contractor shall defend, hold harmless and indemnify City of Wyandotte against any and all claims, expense (including attorney's fees), loss or liability for injury to or death of any persons (including employees or agents), and loss of or damage to any property (including property owned, leased or borrowed by City of Wyandotte), incurred during the performance of work associated with and under this agreement, unless any of the above stated claims, expenses, loss, liability or obligation is caused solely by the negligence of the City of Wyandotte.

1.03.08a Waiver of Subrogation

The Contractor shall waive any rights of subrogation for personal injury or property damage against the City of Wyandotte, its employees and agents, arising from this contract.

In the event of any payment by any insurer of the Contractor under any policy of insurance, the insurer of the Contractor shall not be subrogated to any of the Contractor's rights of recovery therefor against the City of Wyandotte, its employees and agents; and the Contractor shall neither execute nor deliver instruments and papers nor do anything whatever to secure any such rights for the insurer of the Contractor. The Contractor shall do nothing after loss to secure such rights for the benefit of the insurer against the City of Wyandotte, its employees and agents. The Contractor waives any and all rights of recovery against the City of Wyandotte, its employees and agents for insured losses occurring to any property insured by the Contractor arising from this Contract. The City of Wyandotte shall not, under any circumstances, be liable to the Contractor or any person for any personal injury or property damage occasioned by any defect or malfunction of equipment or property, or from the escape of steam or water, or for any damage or injury occasioned by water or ice being on the premises or work site or coming from any source. The Contractor shall be solely responsible for providing all services and products arising from this Contract in a safe and proper fashion.

The Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The Contractor shall furnish such watchmen, guards, fences, warning signs, lights and walkways, and shall take all other precautions as shall be necessary to prevent damage to persons or property. All structures and improvements in the vicinity of the work shall be protected by the Contractor, and if such property is damaged, injured or destroyed by the Contractor, his employees, subcontractors, or agents, it shall be restored to a condition as good as when he entered upon the work.

If the Contractor shall fail to reasonably protect the work and persons against damage, the Engineer may provide for such protection and the costs of the same shall be charged against the Contractor and deducted from the payments due him for completed work. The mention of any specific duty or liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the specifications.

The safety provisions of applicable laws, including but not limited to building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded (or hazards eliminated).

The duty of the Engineer to conduct construction inspections of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site or sites.

1.03.09 Contract Extension **(NOT IN CONTRACT)**

The City of Wyandotte reserves the right to extend all provisions of this contract, including, but not limited to, the accepted unit rates as bid, to perform similar work in other areas according to these specifications for an additional period of two (2) consecutive years. This Contract extension will only be authorized when initiated by the City, approved by the Wyandotte City Council and agreed to by the Contractor. At the time of the agreement, the Contractor shall furnish updated insurance documents and bonds.

1.03.10 Subcontracting of Contract Work

The Contractor shall not subcontract any portion of the contract or of the work provided therein, except the furnishing of necessary materials, without the written consent of the City of Wyandotte through its Engineer. Such consent shall not in any way relieve the Contractor of full responsibility for the performance of the Contract. The Contractor shall not sell, transfer or assign any portion of the Contract without the written consent of the City and the Surety.

Approval of the subcontracting of any portion of the work will not be given unless and until it is determined that the Subcontractor is qualified to perform work of the type, magnitude, and scope proposed. The City reserves the right to require Subcontractors to provide information in accordance with Section 1.03.02. The Subcontractor shall not begin work until he has been approved by the Engineer and has had his subcontract with the Prime Contractor executed in a form acceptable to the City.

If the amount of the subcontract or the nature of the work to be performed thereunder warrants, the City may require the Subcontractor to furnish, for the benefit of the Contractor, bonds in an amount proportioned to the amount of his subcontract, and for the same purpose and under the same specifications as those of the General Contract. The Surety on the General Contract shall not be eligible to furnish subcontract bonds.

The City of Wyandotte reserves the right to remove forthwith from the job any Subcontractor or his equipment operating in violation of these requirements, and any costs or damages thereby incurred are assumed by the Contractor. It is further understood that the Contractor's responsibilities in the performance of his Contract, in case of an approved subcontracting, are the same as if he had handled the work directly.

Assignment or subletting the whole or any portion of this contract shall not operate to release the Contractor or his bondsmen hereunder from any of the contract obligations.

1.03.11 Failure to Execute Contract

If the successful Bidder fails to deliver an executed contract or to fulfill any of the other requirements relating to the award of a contract, as herein specified, it shall be deemed just cause for the annulment of the award. In the event of such annulment of the award, the amount of the proposal guaranty shall become the property of the City of Wyandotte, not as penalty but as liquidated damages. The award may then be made to the next best qualified Bidder, or the work readvertised or processed as the City may elect.

SECTION 1.04 SCOPE OF THE WORK

1.04.01 Intent of the Plans, Specifications and Contract

The intent of the plans, specifications and contract is to provide for the completion of the work in substantial compliance with the details as shown thereon and as described herein. The Contractor shall furnish all labor, materials, equipment, tools, transportation and necessary supplies, unless otherwise mentioned and shall perform all operations required to complete the work in accordance with the specifications and plans; but in no case will any work in excess of such requirements be paid for unless otherwise ordered in writing by the Engineer.

1.04.02 Increased or Decreased Quantities

The Engineer reserves and shall have the right under the Contract to make such changes, from time to time, in the plans and in the quantities of the work, as may be necessary or desirable to insure the completion of the work in the most satisfactory manner in accordance with the specifications.

All items of work will be paid for at the contract unit price for the quantity required to complete the work regardless of any increased or decreased quantities.

1.04.03 Physical Conditions

If this Contract exceeds \$75,000.00, and when different or unknown physical conditions are found at the work site, the following shall apply:

- a. If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the Contractor shall promptly notify the City Engineer or his representative of the physical condition in writing.
 - i. A subsurface or a latent physical condition at the site is differing materially from those indicated in this Contract.
 - ii. An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract.
- b. If the City Engineer or his representative receives a written notice under subdivision a. above, the City Engineer or his representative shall promptly investigate the physical condition.
- c. If the City Engineer or his representative determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the Contract, the City Engineer's or his representative's determination shall be made in writing and equitable adjustment shall be made and the Contract modified in writing accordingly.
- d. The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of subdivision a. The City Engineer or his representative may extend the time required for notice under subdivision a.
- e. The Contractor cannot make a claim for an adjustment under the Contract after the Contractor has received the final payment under the Contract.

1.04.04 Extra Work

Should the Engineer deem additional work or material changes in design or construction necessary for the good of the work, he shall order the same in writing, and the difference in cost shall be added to or deducted from the contract price upon the basis of the unit prices bid or stipulated for such work, or in case no sum has been stipulated, upon the basis of fair allowance for the cost of the labor and material at market prices plus five percent (5%) profit, the rates of labor and the value of material being agreed upon in advance, but no allowance shall be made or money paid for the use of the Contractor's tools and plant used in executing such work.

On or before the 20th of each month, the Contractor shall submit to the Engineer all bills or claims for extra work done during the preceding month, failing in which, it is mutually understood and agreed that the Contractor shall waive and forfeit all rights and claims to extra compensations for same. The Contractor shall give written notice to the Engineer before commencing work which he considers extra, whether he shall have received written orders for the same or not; failing such notification he shall waive and forfeit all rights and claims to extra compensation for same.

1.04.05 Additional Work Outside of Designated Areas

The Engineer reserves and shall have the right under this Contract to specify areas of work within the City which do not fall within the area designated as this years program. These additional areas of work will be selected and deemed for the good of the City to correct hazardous conditions, trip and fall situations, complaints, and to perform any special work requested by other City of Wyandotte Departments. This work shall be paid for as specified above in Section 1.04.03 Extra Work.

1.04.06 Alterations

No extra charge shall be made for adjustments or alterations usually occurring in construction; and failure to understand the true intent of specifications and plans for any particular cause whatsoever, including possible errors or omissions, will not relieve the Contractor from obligations to perform a complete and perfect piece of work.

To facilitate his work, the Contractor will be permitted, at his own expense, to make such additions or alterations as the City Engineer may approve in writing.

1.04.07 Use of Materials Found on the Work

The Contractor, with the approval of the Engineer, may use on the project such stone, gravel, sand or other native material which satisfies the contract specifications for its intended use. The Contractor shall not excavate or remove material from within the right-of-way which is not within the earth excavation grading limits or cut sections or grade lines.

1.04.08 Removal and Disposal of Structures and Obstructions

The Contractor shall remove any existing structure or part of a structure which is to be replaced or rendered useless by new construction. Salvage material derived therefrom shall become the property of the Contractor and shall be disposed of by him except as otherwise provided in the specifications or the plans.

1.04.0 Removal and Disposal of Structures and Obstructions 8 Con't

Payment for this work will be made under the pay items identified for such work in the Proposal. The removal and disposal of structures and obstructions shown on the plans to be removed and not covered by a separate pay item in the Proposal shall be performed by the Contractor at his own expense and shall be included in other items of work.

1.04.09 Final Cleaning Up

Upon completion and before final acceptance the Contractor shall perform the final cleaning up as specified.

SECTION 1.05 CONTROL OF THE WORK

1.05.01 Authority - General

No agents of the party of the first part shall have power to revoke, alter, enlarge or relax the stipulations or requirements of these specifications, except insofar as such authority may be specifically conferred by the specifications themselves, without the formal authorization to do so, conferred by the contract of which the specifications are a part, or by ordinance, resolutions or other usual official action by the party of the first part.

1.05.02 Authority of the Engineer

The Engineer shall in all cases decide every question of an engineering nature which may arise relating to the quality and acceptability of materials furnished and work performed, the manner of performance and the rate of progress of the work. He shall also decide all questions which may arise as to the interpretation of the plans and specifications, and any questions involving coordination of various aspects of the work.

The administration, inspection, assistance and actions by the Engineer shall not be construed as supervisory control of the work or of means and methods employed by the Contractor and shall not relieve the Contractor from any of his responsibilities or obligations under the Contract. The Contractor shall not request or require the Engineer to undertake such supervisory control or to administrate, to supervise, to inspect, to assist, or to act in any manner so as to relieve the Contractor of his responsibilities or obligations. The presence of the Engineer on the project shall in no way relieve the Contractor of his obligation to conform to the Local, State and Federal regulations which govern safety requirements on the project.

1.05.03 Agents

The work shall be carried on under the personal supervision of the Contractor or his property authorized representative, who shall be on the ground at all times during the construction and who shall have full responsibility of the work with power to receive orders and carry out instructions.

1.05.04 Deviation from Plans or Specifications

No person except the Engineer shall have authority to revoke, alter, enlarge, or change any provisions of these specifications or the plans for the work, and if the Contractor deviates from them in any particular without written authorization from the Engineer, he does so at his own risk; and such work and payment therefor may not be approved. The inspector may make such field changes as deemed necessary to facilitate the work.

1.05.05 Cooperation of the Contractor

The Contractor shall conduct his operations so as to interfere as little as possible with those of other Contractors, utilities or any public authority on or near the work as shown on the plans or in the Proposal. The City additionally reserves the right to perform other non-specified work by contract or otherwise, and to permit public utility companies and others to do work on or near the project during progress of the work. The Contractor shall conduct his work and cooperate with such other parties so as to cause as little interference as possible with their operations and as the Engineer may direct.

1.05.05 Cooperation of the Contractor Con't

No additional compensation will be paid to the Contractor for any delay or inconvenience due to material shortages, or delays due to the operation of such other parties doing the work indicated or shown on the plans or in the Proposal, or for any delays on construction due to the encountering of existing utilities whether or not shown on the plans.

1.05.06 Locating Work

Principal location points and Bench Marks shall be given by the Engineer at such time as he may deem necessary, or if the Contractor shall be in need of the Engineer's services in such work, he shall notify the Engineer 24 hours in advance.

No claims will be honored for delay of the job for lack of line and grade if the Contractor has not given the Engineer 24 hours notice prior to the need for such line and grade.

The Contractor shall adequately protect and maintain all stakes and marks given by the Engineer and locate all work accurately therewith. If the Contractor through willfulness or carelessness removes or causes the removal of said stakes or marks before the prosecution of the work requires it, they will be replaced at the Engineer's earliest convenience, and the cost of replacing of same shall be at the expense of the Contractor.

The Engineer shall have access to the work at all times, and the Contractor shall cooperate with him and furnish such assistance as may be required in order to facilitate the laying out of the work and establishing lines and grades.

1.05.07 Authority and Duties of Inspectors

Inspectors may be appointed and directed to inspect all materials used and all work done. The inspection may extend to all or any part of the work and to the preparation or manufacture of the materials for use in the work. The Inspector on the work will inform the Engineer as to the progress of the work, the manner in which it is being done, and the quality of the materials being used. He will also call to the attention of the Contractor any failure to follow the plans and specifications that he may observe.

He shall have the authority to prevent the use of any material and to stop any work being done which does not conform with the specifications and the plans until the question at issue can be referred to and be decided by the Engineer. In no instance shall any action or omission on the part of the Inspector relieve the Contractor of the responsibility of completing the work in accordance with the plans and specifications.

The Inspector shall in no case act as foreman or perform any duties for the Contractor, nor interfere with the management of the work by the latter. Any advice the Inspector may give the Contractor shall not be construed as binding on the Engineer in any way, except as provided in this Section, nor shall it release the Contractor from fulfilling all the terms of the Contract.

1.05.08 Inspection of the Work

The Engineer or his representatives shall be allowed access to all parts of the work at all times and shall be furnished such information and assistance by the Contractor as may be required to make a complete and detailed inspection. Such inspection may include mill, plant or shop inspection of materials and workmanship

1.05.09 Removal of Defective and Unauthorized Work

Work done beyond the lines shown on the plans or given, or work done without grades where required, or work done without inspection, except as herein provided, or any extra work done without written authorization will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The Engineer has the right to have removed by the Contractor such portions of the work as he may deem necessary for the discovery of improper work or material, and the Contractor must restore such work at his own expense if improperly done and at the expense of the party of the first part if found to be in proper condition. Any work which during its progress and before its final acceptance may become damaged from any cause, shall be removed and replaced by good satisfactory work at the Contractor's expense.

The Engineer shall have the right to suspend work upon discovery that any part or parts is being done not in accordance with specifications and he shall not order work resumed until materials furnished or methods used or both, as the case may be, corrected to meet plans, specifications and interpretations of same by the Engineer.

No extension of time will be allowed for correction of faulty work.

If the Contractor refuses or neglects to correct any defective work or to remove unsatisfactory materials from the site of the work within 24 hours, unless otherwise directed, after written notice to do so has been given him by the Engineer, the City may employ the necessary labor to correct or to remove the defective work or unsatisfactory materials, and the total cost of the operation shall be deducted from any money that is due or may become due to the Contractor. The Engineer shall have the authority to plainly mark all unsatisfactory materials for removal after the 24 hour notice period has expired.

1.05.10 Contractor's Responsibility for Work

Should any error or inconsistency appear to the Contractor in either the plans or the specifications, or should the Contractor fail to understand the real intent of the specifications, he shall report same to the Engineer before starting the work concerned, and the decision of the Engineer shall be final and conclusive. The Engineer and the party of the first part shall not be held liable to errors made in lay-out work where said errors could have been detected before performing work by use of ordinary intelligent checking of marks by the Contractor or his responsible help.

Until the final acceptance of the work by the Engineer, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof.

1.05.11 Contract's Responsibility for Trees and Shrubs

All trees and shrubs not designated or otherwise authorized to be removed shall be protected from injury by the Contractor. When excavating adjacent to trees or shrubs, the Contractor shall exercise due care and caution so as not to unnecessarily disturb or damage the roots. Roots that are exposed and injured during excavation shall be cut clean and smooth by approved methods prior to backfilling.

1.05.11 Contract's Responsibility for Trees and Shrubs Cont

Other physical damage to the trunk or branches of trees or shrubs shall be repaired at the Contractor's expense by the City of Wyandotte Department of Public Service or an approved tree service organization under the direction of the City of Wyandotte Department of Public Service.

Trees or shrubs damaged beyond repair, or removed without authorization, shall be replaced in kind or paid for by the Contractor, as directed by the Engineer, prior to final acceptance of the project.

1.05.12 Cleanliness of the Work

The Contractor shall at all times keep the right-of-way and/or any public or private premises temporarily occupied by him for purposes of work under this Contract free from accumulations of waste material or rubbish caused by his employees or work. This requirement shall also apply to any areas in the vicinity of the work, including roads which are affected by the Contractor's construction or hauling operations.

Approved sweeping equipment shall be available to adequately clean, as often as necessary in the opinion of the Engineer, all areas which become a nuisance and a source of complaint due to the operations of the Contractor, Subcontractor, or materials suppliers to the project.

If the Contractor fails to keep the above noted areas cleaned of dust or debris resulting from his operations, and thereby creates a public nuisance, he shall be so notified in writing by the Engineer.

If, within 2 hours after receipt of such notice, the Contractor shall fail to clean such areas satisfactorily, the Engineer shall have the City of Wyandotte, Department of Public Services, or such other agency as he shall designate, perform the work; and all costs of such cleaning shall be paid for by the Contractor. If the Contractor fails to reimburse the City for the above costs before completion of the Contract, the costs shall be deducted from monies due or to become due to the Contractor.

1.05.13 Emergencies

The Contractor has a duty to be continually aware and responsible for any condition which could endanger the public or the work. If the Engineer discovers any such endangering condition or situation and is unable to contact the Contractor or if, after notification by the Engineer, the Contractor shall fail to respond immediately with sufficient action to protect life and health of the workmen or the public and to protect the work and adjoining public or private property, the Engineer shall have the City of Wyandotte, Department of Public Services, or such other agency as he shall designate, perform the work or correct the problem; and all costs of such correction shall be paid by the Contractor. If the Contractor fails to reimburse the City for the above costs before completion of the Contract, the costs shall be deducted from monies due or to become due the Contractor.

1.05.14 Final Inspection

The Engineer shall make inspection of all work included in the Contract, or such portions thereof eligible for acceptance, as soon as possible after notification by the Contractor that the work is completed or after the Engineer's records show that the work is completed. If the work is not acceptable to the Engineer at the time of such inspection, he shall advise the Contractor in writing as to the particular defects to be remedied before final acceptance.

SECTION 1.06 CONTROL OF MATERIALS

1.06.01 Quality and Source of Supply

The Contractor shall furnish only good quality and new materials or fabricated items conforming to the requirements of the specifications and approved by the Engineer prior to use in the work. After award of the Contract, when requested by the Engineer, the Contractor shall furnish complete written statements of the origin, composition and manufacture of all materials or fabricated items required in the work. The Contractor will not be permitted to change the source of supply without giving the Engineer prior notification. The Contractor may be required to submit preliminary samples of materials intended for use.

If it is found that a source of supply does not furnish a uniform product, or if for any reason the product from any source at any time proves to be unsatisfactory, the Engineer may require the Contractor, fabricator or supplier to furnish acceptable material from other sources; and the Contractor shall have no claim for increased cost on account of such requirement.

Whenever and wherever possible, all materials, products or fabricated items used in the performance of this work shall be produced, manufactured, or assembled in the United States.

All manufactured and fabricated items shall be new unless otherwise specified or approved by the Engineer.

1.06.02 Samples of Materials

Samples upon which acceptance or rejection of the material is based shall be taken by a representative of the City in accordance with the methods designated in the specifications or as directed by the Engineer. The Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and shall not use the materials represented by the sample until they have been found to satisfy the requirements of the specifications. The Contractor in all cases shall furnish the required samples without charge.

1.06.03 Tests of Materials

Tests of materials will be made by and at the expense of the City unless otherwise provided.

All materials proposed to be used may be inspected and tested at any time and at any place during their preparation, storage and use, unless otherwise specified. All tests of materials will be made in accordance with methods as described or designated in the specifications. Plant inspection may be made if the production is sufficient to warrant such inspection or is in the best interests of the City. Where plant inspection is made, the producer shall furnish and maintain a suitable Field Office for the use of the Inspector in making field tests.

Whenever reference is made to standards of ASTM, AASHTO, or other Standards as specified in Section 1.01.01, it shall be understood that the specification or method current at the date of advertisement for bids shall apply. Current ASTM specification methods shall be either Standard or Tentative Standard Specifications or Methods. Current AASHTO Specifications shall mean Standard Specifications or Methods of Test but shall not include Interim Specifications or Methods unless specifically named.

1.06.04 Materials Not Mentioned

The sampling and testing of all materials not specifically mentioned shall be done by generally accepted methods, unless otherwise specified by the Engineer.

1.06.05 Storage of Materials

The Contractor shall consult with the Engineer before beginning the work as to available space within the right-of-way for temporary storage of materials, machinery, equipment and other property of the Contractor. Locations for storage shall be accepted by the Contractor as temporary; and the Contractor shall, at his own expense, promptly move any part or all of same, at any time or times, as directed by the Engineer. Private property shall not be used for storage purposes without written permission of the owner or lessee; and, if requested by the Engineer, copies of such shall be furnished to the Engineer.

Materials placed on the roadway shall be neatly and compactly piled in such manner as to cause the least inconvenience to property owners and the general public. No materials shall be stored within the right-of-way unless it is barricaded in accordance with the Michigan Manual of Uniform Traffic Control Devices.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work.

1.06.06 Handling and Transporting Materials

All materials shall be handled in such manner as to preserve their quality and fitness for the work. Aggregates shall be transported from the storage site to the work in vehicles so constructed and maintained as to prevent loss or segregation of materials after loading or measuring.

1.06.07 Unacceptable Materials

All materials not conforming to the requirements of the specifications shall be considered as unacceptable and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Engineer.

1.06.08 Unused Material

All furnished materials which are not incorporated in the work upon completion of the work items, shall remain the property of the Contractor and shall be removed from the project prior to acceptance of the work.

1.06.09 Brands of Material and Equipment

Special brands of material or equipment specified or shown on the plans are named for the purpose of establishing a standard of quality or performance desired. Other materials or equipment of equal quality or suitability may be substituted on written approval of the Engineer.

SECTION 1.07
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1.07.01 Laws to be Observed

In all operations connected with the work, all Federal and State laws, local ordinances, and laws or by-laws controlling or limiting in any way the actions of those engaged on the work shall be strictly complied with by the Contractor and all employees working under his direction.

1.07.01a Commercial Drivers License (CDL)

The Contractor shall have the responsibility to comply with the U.S. Department of Transportation's regulations regarding alcohol and drug testing of all CDL drivers engaged in completing work under this contract. The Contractor shall not allow unlicensed CDL drivers to operate any equipment requiring a CDL. The City may require proof of compliance or will periodically check for compliance.

1.07.02 Permits, Licenses and Taxes

The Contractor shall secure and pay for all permits fees, licenses, and inspection costs. The Contractor shall give all notices necessary to the due and lawful prosecution of the work. Any inspection fees of other governmental agencies or utility companies and other expenses occasioned by the Contractor's work shall be paid by the Contractor and shall not be recoverable from the City. The Contractor shall pay sales, consumer, use and similar taxes for any work provided by the Contractor.

1.07.03 Patented Devices, Materials and Processes

If the Contractor uses any design, device, material or process covered by letters of patent or copyrighted, he shall provide for such use by suitable legal agreement with the patentee or patent owner. The Contractor and the Surety shall indemnify, hold harmless, and defend the City of Wyandotte for any and all claims for infringement by reason of the use of such patent, design, device, material or process, or trademark or copyright in connection with the work to be performed under this Contract, and shall indemnify the City of Wyandotte for any costs, expenses and damages which it may be obligated to pay by reason of such infringement at any time during the prosecution or after the completion of the work.

1.07.04 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Federal, State and Local health authorities. All sanitary installations for use during construction shall be removed from the project by the Contractor before final acceptance of the work. The construction, maintenance, and removal of all temporary sanitary facilities shall be included in other items of work and will not be paid for separately.

1.07.05 Public Convenience and Safety

The Contractor shall comply with all Federal, State, Municipal and local laws, by-laws, ordinances, and regulations applicable to the work under this Contract, including OSHA and MIOSHA. He shall furnish and use all material, safeguards, safety devices, and protective equipment as required by such laws, ordinances or regulations.

1.07.05 Public Convenience and Safety Con't

He shall also be responsible for taking any other needed actions to protect the life and health of the Contractor's and Owner's employees on the work and safety of the public, and to protect the work and adjoining utilities and property during the construction of the project.

In order to freely prosecute the work the Contractor shall occupy only such parts of the public property along the line of the work as is reasonably needed. Regardless of its degree of proximity of the work, private property shall not be used by the Contractor except upon his obtaining express permission from the owners involved.

During the progress of the work, the Contractor shall accommodate both vehicular and foot traffic and shall provide free access to fire hydrants, water and gas valves. Gutters or waterways must be kept open or other provisions made for removal of storm water. Street intersections may be blocked but one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges, and crossing, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.

In the event of the Contractor's failure to comply with these provisions, the Engineer may cause the same to be done, and will deduct the cost of such work from any money due or to become due the Contractor under this contract, but the performance of such work by the party of the first part, or at its insistence, shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

- a) Control of Air Pollution: The Contractor shall comply with all Federal, State, and local laws and regulations governing the control of air pollution.

During the construction of any project, adequate dust control measures shall be maintained so as not to cause detriment to the safety, health, welfare, or comfort to any person or cause damage to property or business.

- b) Excavation and Shoring: Excavation and Shoring, where herein specified in the Special Provisions, are intended only as a guide to the Contractor. When in the judgment of the Engineer, any additional excavation, sheeting, shoring and/or bracing is required to adequately protect the work, the Contractor shall promptly provide the same. This additional work will not be a pay item. However in all situations the Contractor will be responsible for the work, the safety of the personnel engaged in the work, and the safety of the public at large.
- c) Utilities: The Contractor shall comply with Act 53 of the Michigan Public Acts of 1974, commonly known as "MISS DIG".

At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, water, sewer, electric, gas, petroleum, or cable television companies, hereinafter referred to as "utilities", or are adjacent to other property, damage to which might result in considerable expenses, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utilities in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those utilities will not be unnecessarily interrupted.

1.07.05 Public Convenience and Safety Con't

In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper utility and shall cooperate with said utility in the restoration of service. If utility service is interrupted, repair work shall be continuous until service is restored.

1.07.06 Protection and Restoration of Property

The Contractor shall restore at his own expense any public or private property damaged or injured in consequence of any act or omission on his part, or on the part of his employees or agents, to a condition equal or better than that existing before such injury or damage was done. If the Contractor neglects to restore or correct such damage or injury, the City may, upon 48 hours notice, proceed to restore or make good such damage or injury and order the cost thereof deducted from any monies that are due or may become due the Contractor.

Where it is the policy of any utility owner to make its own repairs to damaged conduit or other structures, the Contractor shall cooperate to the fullest extent with the utility, and he shall see that his operations interfere as little as possible with these operations, and the Contractor shall assume the cost of any charge against the City therefore.

In cases where existing public and private utility connections are encountered, the Contractor shall perform his operations in such manner that service will be uninterrupted, and the cost thereof shall be at the Contractor's expense.

1.07.07 No Waiver of Legal Rights

Neither the acceptance by the party of the first part or its Engineer, or any of its agents, nor any order, measurements or certificate by the Engineer nor any order of the party of the first part for the payment of money, nor any payment for or acceptance of the whole or any part of the whole, or any part of the work by the Engineer or any party of the first part or its agents shall operate as a waiver for any portion of the contract or any power therein reserved to the party of the first part, or any right to damage therein provided; nor shall any waiver of any breach of the contract be held to be a waiver of any other or subsequent breach.

The party of the first part shall pay, and the Contractor receive, the prices bid on the proposal or agreed upon, based upon measurements made by the Engineer or as otherwise herein stipulated and such measurements shall be final and conclusive.

The quantities of the various classes of work to be done and material to be furnished under this contract, which have been estimated as stated elsewhere herein, are approximate and only for the purpose of comparing on a uniform basis, the bids offered for the work under this contract. Neither the party of the first part, or its agents, is to be held responsible should any of the said estimated quantities be found incorrect during the construction of the work; and the Contractor shall make no claim for anticipated profit nor for loss of profit, during the progress of the work.

1.07.08 Personal Liability of Public Officials

In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability upon the City Engineer, or their authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

SECTION 1.08 PROSECUTION AND PROGRESS

1.08.01 Prosecution of the Work

The Contractor shall begin work on the project within 30 calendar days after the acceptance by the City of the executed documents unless otherwise stated or directed by the Engineer. In all cases, work shall be started in time to finish the project by the completion date stated in the Contract. The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to start.

It is distinctly understood and agreed to, by the parties hereto, that the time specified for the completion of the work is the essence of this contract and the Contractor shall not be entitled to claim performance of the agreement until the work is satisfactorily completed in every respect, within the time herein specified.

The entire project, pieces of work, portions of work and sections of work shall be prosecuted regularly and uninterruptedly, unless the Engineer shall otherwise specifically direct, with such force and at such points as to insure its full completion within the time herein stated. If in the opinion of the Engineer, it is necessary or advisable that certain portions of the work be done immediately, the Contractor, upon written order, shall proceed with such work without delay. Should he fail to so proceed, the Engineer may do or cause to be done such work, and will deduct the cost of the same from any money due or to become due the Contractor under this contract. Further, the Contractor shall be subject to Liquidated Damages as set forth in Section 1.08.06 of these Specifications.

If, in the judgment of the Engineer the work is not being prosecuted in such manner as to ensure its completion within the time specified, the Engineer shall have the right to require the Contractor to furnish and place in operation such additional force and equipment as the Engineer shall deem necessary to insure completion of the work within the time specified in the Contract. Any of the above requirements directed by the Engineer shall be performed by the Contractor at no additional cost to the City.

The Contractor's failure to comply with this Section shall be cause for termination of the Contract in accordance with Section 1.08.07.

1.08.02 Limitations of Operations

The Contractor shall be required to prosecute work done under this contract only during the daylight hours between 7:00 a.m. and 6:00 p.m., unless otherwise authorized by the Engineer, and except for the purpose of making emergency repairs and for the proper protection of the work. The prosecution of the work must be stopped and the daily clean-up completed by 6:00 p.m. No work will be permitted at night or on Sundays, except to save property or life or as specifically authorized or directed by the Engineer.

The Engineer reserves the right to require the Contractor to cease construction operations on legal holidays and the day preceding and the day following, or at such other times as may be determined to be in the interest of the general public, except for the purpose of making emergency repairs and for the proper protection of the work.

In case of a dispute arising between two or more Contractors or others as to the respective rights of each, the Engineer shall determine the matters at issue and shall define the respective rights of the various interests involved in order to secure the completion of all parts of the work in general harmony and with satisfactory results, and his decision shall be final and binding on all parties concerned and shall not in any way be cause for claim for extra compensation by any of the parties.

1.08.03 Superintendent, Character of Workman and Equipment

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during performance of the work. The superintendent shall represent the Contractor and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

The Contractor shall employ only skilled workmen experienced in the kind of work to be done, and in sufficient numbers to complete all parts of the work in a substantial neat and workmanlike manner within the time specified.

It is the responsibility of the Contractor to confirm that all of its employees that it uses under this Contract are authorized to work in the United States. It is the Contractor's responsibility to fill out and have on file all necessary paperwork which confirms the employee's eligibility to work in the United States. If any employee of the Contractor is found not to be eligible to work in the United States, the employee shall be immediately removed from the work and the Contractor shall be responsible to pay as Liquidated Damages to the City the monetary amount as set forth in 1.08.06 for each day said ineligible employee was employed on the project. Any information provided by the Contractor to the City to confirm each employee's eligibility will be solely for the purpose to verify that the employee is eligible to work in the United States.

If any authorized representative of the Contractor shall refuse or neglect to obey the directions of the Engineer in anything relating to the work, or if any person shall appear to the Engineer to be incompetent, disorderly, or unfaithful he shall upon order of the Engineer, be at once discharged and shall not be re-employed on the work, and such discharge shall not be used as the basis of any claim or damages against the party of the first part.

The Contractor shall furnish and use such adequate and proper machinery and equipment as will insure the work being done in a satisfactory manner. Equipment used on any portion of the project shall be such that no injury to the roadway, adjacent property, or other roadway will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates, to the satisfaction of the Engineer, will accomplish the work in conformity with the requirements of the Contract, except that equipment for a specific task shall be the type generally designed for this purpose.

1.08.04 Temporary Suspension of Work

The Engineer shall have the authority to suspend the work wholly or in part for such period or periods as he may deem necessary, due to weather, or for such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the Contract or for violation of any of the Contract specifications.

The Contractor at his own volition shall not suspend the work without written authority of the Engineer.

1.08.05 Time of Completion

The time allowed for completion of the work, including final cleaning up, shall be as stated in the proposal or specifications, and as mutually agreed upon in a Pre-Construction Meeting.

Upon request of the engineer and before signing the Contract the Contractor shall prepare and submit information on Contractor's construction schedule for the work. The construction schedule shall include a list of any subcontractors with a value for each subcontract. This shall be prepared at no cost to the City even if the Contract is not awarded to the Contractor.

Time will be charged for every day when it is possible for the Contractor to effectively carry out controlling operations, unless otherwise provided.

All days in which work is suspended by order of the Engineer or in accordance with these specifications shall automatically extend the time for completion an equal number of days.

1.08.06 Liquidated Damages

In case the Contractor shall fail in the due performance of the work to be executed under this contract by and at the time or times herein mentioned, or upon direction from the Engineer, or referred to or at other than the day or days to which the period of completion may have been extended, or if the Contractor employs a workman that is not authorized to work in the United States, he shall be liable to pay to the party of the first part, and does hereby agree to pay to the party of the first part, as liquidated damages, and not as penalty, the applicable sum stated in the Schedule of Liquidated Damages. This Schedule shall apply for each and every day which may elapse between the appointed and actual time of completion, or the number of days which an unauthorized employee works, which sum is hereby agreed upon, fixed and determined as the damage which will be suffered by the party of the first part by reason of the failure of said Contractor to complete the work within the time specified or to employ only those authorized to work in the United States.

The Contractor shall complete the work even after the time limits within the scope of this Contract, and such completion shall in no way operate as a waiver on the Part of the City of its rights under this Contract.

SCHEDULE OF LIQUIDATED DAMAGES

<u>ORIGINAL CONTRACT AMOUNT</u>		
<u>FROM MORE THAN</u>	<u>TO AND INCLUDING</u>	<u>LIQUIDATED DAMAGES PER CALENDAR DAY</u>
\$ 0	\$ 25,000	\$100
25,000	50,000	200
50,000	100,000	400
100,000	500,000	800
500,000	1,000,000	1,000
1,000,000	2,000,000	2,000

1.08.07 Termination of Contract

If the Contractor:

- a. Fails to start work on notice to do so; or
- b. Fails to prosecute the work with manpower, equipment, construction plant or materials sufficient to complete the work by the date set for completion or according to the project completion schedule; or
- c. Performs the work improperly; or
- d. Discontinues the performance of the work before completion without prior approval; or
- e. Neglects or refuses to remove rejected materials or to perform anew such work as shall have been rejected as defective and unsuitable; or
- f. For any other reason fails to carry on the work in accordance with the Contract; or
- g. Shall become insolvent; or
- h. Shall be declared bankrupt in a court proceedings; or
- i. Shall commit any act of bankruptcy or insolvency; or
- j. Makes an assignment for the benefit of creditors; or
- k. Shall be subject to proceedings for reorganization under the Bankruptcy Act; then

The Engineer shall give notice to the Contractor and his Surety, in writing, of the happening of any such event, specifying the same, and notifying them of the City's intention to terminate the Contract pursuant to this Section, and if the Contractor or Surety within a period of five (5) calendar days after such notice shall not proceed satisfactorily in accordance therewith, or fail to halt the proceedings under h., i., j., or k. above, then upon written certification from the Engineer of the fact of the happening of such event, and of the Contractor's or Surety's failure to comply with such notice, the City shall have full power and authority, without violating the Contract, to take the work away from the Contractor. The Surety shall be given the opportunity after termination of the Contract, within a period of five (5) calendar days, to arrange for a new Contractor to promptly complete the work pursuant to all of the Contract's plans and specifications. If the Surety declines such opportunity, the City shall have full power and authority to appropriate or use any or all materials and equipment on the site of the project as may be suitable and acceptable and may enter into a Contract for the completion of the work according to the Contract's plans and specifications, or use such methods as in its opinion shall be required for the proper completion of the work. If the City terminates the Contract and the Surety declines to have the work completed, all additional costs, charges, and damages incurred by the City, together with the costs of completion of the work, shall be deducted from any monies due or which may become due the Contractor.

If the total of such damages, costs and charges exceed the balance of the contract price which would have been payable to the Contractor had the Contractor completed the work, then the Contractor and Surety shall, upon demand, pay to the City the amount of such excess.

1.08.08 Injunctions

Should the party of the first part be prohibited or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after its commencement, by reasons of any litigation or otherwise, the said Contractor shall not be entitled to any damages by reason of the delays thereby caused except for the actual cost of protecting such work as he may have under way, or for the cost of removal and replacement of such tools, plant and materials as he may have delivered upon such work, such cost to be determined by the Engineer. Nor shall said party be entitled to withdraw from this agreement until such delays, as aforesaid, aggregate one year, but the time of completion shall be extended for such time, as in the judgment of the Engineer, shall be equal to the aggregate delay.

SECTION 1.09 MEASUREMENT AND PAYMENT

1.09.01 Measurement of Quantities

Quantities of work completed under the Contract will be measured by the Engineer according to United States standard measures.

The following descriptions detail the methods of measurement for work outlined in these Specifications unless otherwise noted.

When the method of measurement for a particular item specifies that it will be "measured in place", the measurements will be taken along the actual surface of the completed item to obtain the linear area or measurement.

When material is measured by weight in tons, the unit shall be the ton of 2,000 pounds.

When the method of measurement for a particular item is specified in square yards or square feet, measurements will be made along the actual surfaces. The dimensions used in calculating the pay area shall be the actual dimensions as constructed by not exceeding the neat dimensions provided on the plans unless authorized by the Engineer. The depth of items shall be as shown on the plans or specified in the Proposal.

When the method of measurement specified is for an item "compacted in place", the volume will be that based on the neat lines called for on the plans or as authorized by the Engineer. Unless otherwise authorized by the Engineer, any amount less than the neat line dimension will be subtracted from the calculation of the pay quantity, and any amount greater than the neat line dimension will be omitted from the calculation of the pay quantity. This method of measurement is not intended to eliminate the grading tolerances provided by the Specifications, but establishes the basis of payment for the compacted in-place value.

All materials which are specified for measurement by the cubic yard, loose measure, will be as measured in the hauling vehicle, unless otherwise provided.

Structures will be measured as units unless otherwise specified.

The method of measurement for other items of work will be as provided under the Specifications for the particular item.

When required by the Engineer, the Contractor shall file original copies of freight bills, trucking slips, bills of lading, and paid invoices for any or all materials used in the work.

1.09.02 Scope of Payment

The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labor, tools, equipment and incidentals; and for performing all work under the Contract; also for all loss or damage arising from the nature of the work, or from action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until its final acceptance by the Engineer.

1.09.03 Payments for Increased or Decreased Quantities

Whenever the quantity of any item of work as given in the Proposal shall be increased or decreased, payment for such item of work shall be at the contract price for the actual quantities of work done except as otherwise provided.

1.09.04 Eliminated Items

The Engineer shall have the right at any time to eliminate the performance or the completion of any contract item, such action to be evidenced in writing by the Engineer. In such case, payment will be made to the Contractor of a fair and equitable amount covering all direct costs incurred on such items prior to the date of cancellation, alteration, or suspension of the work. The Contractor shall accept payment in full at the contract unit prices for any work actually performed prior to the date of cancellation, alteration, or suspension of the work by order of the Engineer. No allowances will be made for anticipated profits in payments to the Contractor for deleted items of work.

1.09.05 Progress Payments

Progress payments, upon estimates of the Engineer, shall be made by the City to the Contractor every fourth week, or more often at the discretion of the City. Progress payments shall not exceed 90 % of the value of completed work at the date of authorized payment unless otherwise approved by the Engineer.

Progress payments shall not be considered as an acceptance of the work, or any portion thereof.

If any work completed by the Contractor or material furnished by the Contractor is determined to be defective, or should a reasonable doubt arise as to the integrity of any part of the work completed by the Contractor prior to the final acceptance and payment, there will be withheld from the Contractor's progress payments, after the discovery of such work, an amount equal in value to the replacement cost of the defective or questioned work until the defects have been remedied or the causes for doubt removed.

1.09.06 Acceptance and Final Payment

When the work has been completed and the City shall have found that each and every part of the work has been done in accordance with the Contract, plans and specifications or such modifications thereof as have been approved, the same will be accepted; and the Engineer will make a final estimate as soon as practical of the completed work; and the total amount due the Contractor less the total amount of all previous payments will be paid.

The Contractor, for himself or for any Sub-Contractor under him, shall well and truly pay, as the same may become due and payable, all indebtedness which may become due to any person, firm corporation or City on account of which these specifications form a part; and in case of his failure to do so, and on sworn statement of any unpaid claim for labor or material as above being filed with the Engineer, a sum of money sufficient to cover such claim or claims shall be retained from any monies due substantiated to the satisfaction of the Engineer, said Engineer shall pay such claim or claims from the monies so retained, any residue to be paid to such contractor on the completion of the work.

Any and all monies due the City by the Contractor on this Contract at the final completion of the Contract shall be deducted from monies due or which may become due the Contractor before final payment.

1.09.06 Acceptance and Final Payment Con't

Before final payment is made, the Contractor shall as directed by the party of the first part make affidavit that he has paid all claim of every nature or secure a release from the surety or sureties approving payment of final estimate by the party of the first part. The final payment, when made, shall be considered as final approval and acceptance of the completed work herein specified.

The acceptance by the Contractor of the final payment aforesaid shall operate as and shall be, a release to the party of the first part and its agents, from all claims and liability to the Contractor for anything done or furnished for, relating to the work, or for any act or neglect of the party of the first part of any person relating to or affecting the work.

1.09.07 Payment Not to be Stopped

The party of the first part shall not, nor shall any officer thereof be precluded by any return or certificate made or given by the Engineer, or other officer, agent or appointee, under the provisions of this agreement at any time (either before or after the final completion and acceptance of the work and payment made thereof pursuant to any such return or certificates showing the true and correct amount of money due therefore, notwithstanding any such return or certificate, or any payment made in accordance therewith), from demanding and receiving from the Contractor or his Sureties, separately or collectively, such sums as may have been improperly paid said Contractor by reason of any such return or certificate which has been untruly or incorrectly compiled.

1.09.08 General Guarantee

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Unless otherwise specified the Contractor shall bear the cost of correcting any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the Architectural Services for the redesign and renovations of the entire third floor and coordination of new furniture at the Chase Building, 3200 Biddle Avenue is hereby received and placed on file; AND

BE IT FURTHER RESOLVED that Council concurs with the recommendation of the City Engineer to hire Daly Real Estate Services, Inc. for the redesign and renovations of the entire third floor and coordination of new furniture for all offices at the Chase Building, 3200 Biddle Avenue in the amount of \$35,091.00 funded from account no. 295-200-825-355; AND

BE IT FURTHER RESOLVED this account is to be amended by adding \$620,000 from fund balance to account for upcoming expenditures; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Service Agreement with Daly Real Estate Services, Inc. for the redesign and renovations of the entire third floor and coordination of office furniture at the Chase Building, 3200 Biddle Avenue



April 25, 2012

The Honorable Mayor
Joseph Peterson
3131 Biddle Ave.
Wyandotte, Mi. 48192

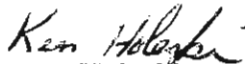
Dear Mayor Peterson

The **City of Wyandotte Post # 1136 Veterans of Foreign Wars**, would like the permission of the City Council to conduct our **Annual "Buddy Poppy Days" street sales** on Thursday, May 10th, Friday, May 11th; and Saturday, May 12th, 2012.

This function allows us to add much needed funds to our Post Relief Fund, which in turn allows us to follow our motto of, "Honoring the Dead by Helping the Living".

Thank you in advance for your continued cooperation towards all Veteran units in the City of Wyandotte, and a specific thank you from the Veterans of Foreign Wars Post #1136.

Yours truly,


Ken Holeczi
Post Adjutant

For

Bob Pierpont
Commander Post 1136

P.S. Please respond by mail to Cmdr. Bob Pierpont at 633 Ford Ave.
Wyandotte, Mi. 48192, or by e-mail to vfw1136@sbcglobal.net
Thank you for your attention in this matter.

Honoring the Dead by Helping the Living



Automatic Referral

Polish Army Veterans Post 95

Stowarzyszenie Weteranów Armii Polskiej w Ameryce Placówka 95
2935 Eleventh Street Wyandotte, Michigan 48192 (734) 283-5330

May 01, 2012

Mayor Joseph Peterson
City Council of Wyandotte
3131 Biddle Avenue
Wyandotte MI. 48912

Dear Mayor and City Council

We would like to request your permission for the Polish Army
Veterans Association of America, Post 95, to be able to sell blue
poppies in Wyandotte on Wednesday, Thursday, Friday, Saturday
and Sunday (June 08, 09, 10, 13, 14, 15, 2012).

The collected funds will be used to help the handicapped and the
needy veterans.

Gratefully,

Kazimierz Szymczuk
Commander, Post 95

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keeln
CITY ASSESSOR



JOSEPH R. PETERSON
MAYOR

COUNCIL

Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stee

Reports + minutes

Wyandotte, Michigan April 30, 2012

Regular session of the City Council of the City of Wyandotte, the Honorable Mayor Joseph Peterson presiding.

ROLL CALL

Present: Councilpersons Browning, Fricke, Galeski, Sabuda, Stec

Absent: Councilperson DeSana

COMMUNICATIONS MISCELLANEOUS

April 26, 2012

Dear Mayor and Council,

The WBA would like permission to close the below designated streets to the corresponding events and Third Friday's:

May 5 - Cinco de Mayo - Biddle and Elm - east side - Biddle to the alley
 May 18 - Ribs Throwdown - Biddle and Sycamore - west side (up to the UPS store)
 June 15 - Motor Cycle Ride and Show - Biddle and Elm - east side - from Biddle to the back of the parking lot by the river
 July 20 - Kid-a-palooza - Biddle and Sycamore - west side (up to the UPS store)
 August 17 - Wine Crawl - Close Biddle Avenue from Eureka to Oak with some side streets.
 September 21 - Beer Event- , -Close Biddle Avenue from Eureka to Oak with some side streets.
 October 19 - Chili Cookoff - Biddle and Sycamore - west side (up to the UPS store)

Thank you for your time and consideration for these requests.

Lynn A. Steffensky, Executive Director, Wyandotte Business Association

PERSONS IN THE AUDIENCE

None

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

April 25, 2012

The Honorable Mayor Joseph R. Peterson And City Council
 City Hall, Wyandotte, Michigan

Dear Mayor Peterson and City Council Members:

On April 23, 2012, the City held the Lottery Drawing for the Sale of the Neighborhood Stabilization 2 (NSP2) Homes at 2325 8th Street, 2250 Cora, 2445 Cora, 456 Vinewood, 234 Chestnut and 115 Poplar. There were four (4) applicants who submitted offers on all of the properties and one (1) applicant, Michael Bondi, who submitted offers on 2445 Cora and 2325 8th Street only. These two (2) homes were selected in the Lottery before Mr. Bondi's names was selected.

Therefore, attached please find the following Purchase Agreements which were selected thru the Lottery:

1. Agreement to sell 2325 8th Street to Tammy Sara Folger, P.O. Box 321, Wyandotte, in the amount of \$128,000.00. Ms. Folger will be receiving a homebuyer subsidy of approximately \$53,000.00 and has completed the required eight (8) hours of housing counseling.

WYANDOTTE CITY CLERK
 2012 MAY -1 A 11:26

2. Agreement to sell 456 Vinewood to Nicole Mandoza, 333 Hudson, Wyandotte in the amount of \$118,000.00. Ms. Mandoza will be receiving a homebuyer subsidy of approximately \$59,500 and has completed the required eight (8) hours of housing counseling.
3. Agreement to sell 234 Chestnut to Bridget Anderson and Antoine Martinez, 14067 132" Avenue, Grand Haven, Michigan in the amount of \$113,000. Ms. Anderson and Mr. Martinez will be receiving a homebuyer subsidy of approximately \$65,200 and have completed the required eight (8) hours of housing counseling
4. Agreement to sell 2445 Cora to Alecia Hurt, 22854 Nadyne, Brownstown in the amount of \$128,000.00. Ms. Hurt will be receiving a homebuyer subsidy of approximately \$67,000 and has completed the required eight (8) hours of housing counseling.

On April 25, 2012, Mr. Bondi submitted a proposal for the property at 2250 Cora. Therefore, attached please find a Purchase Agreement to sell 2250 Cora to Michael Bondi, 15935 Allen Road, Allen Park, in the amount of \$1 18,000.00. Mr. Bondi will be receiving a homebuyer subsidy of approximately \$45,500.00 and has completed the required eight (8) hours of housing counseling.

If Council concurs with these sales, the attached Resolution will authorize the Mayor, City Clerk and Department of Legal Affairs to execute the necessary documents.

Also, since proposals were not received for 115 Poplar the City's Realtor, Jerry Miller, will advertise this property in accordance with the City's Sales Policy with no required minimum credit score.

Very truly yours,
Mark A. Kowalewski City Engineer

April 24, 2012

Mayor Joseph R. Peterson And Council Members City Hall
Wyandotte, Michigan

Dear Mayor Peterson and Council Members:

At the council meeting of April 23, 2012, questions were raised regarding certain conditions of the reconstruction of M-85/Fort Street. The following applies:

The existing cross section of Fort Street, prior to start of construction was approximately 200 feet wide, from Southgate's Right-Of-Way to Wyandotte's Right-Of-Way (R-O-W), consisting of two 40 foot road surfaces and an 80 foot wide median. The new construction cross section will still be 200 feet wide from R-O-W to R-O-W, but with two 48 foot road surfaces and a 64 foot wide median. This is at a cross section without any cross-over, deceleration lanes or parking bays.

Prior to reconstruction activities there was a signalized cross-over from south bound to north bound at Oak Street. Once reconstruction is complete, the signalized cross-over will still be located at Oak Street.

The Engineering and Building Department does not have a set of plans for this project. There are over 600 pages of plans. The project plans can be viewed at a MDOT website, <http://mdotwasl.mdot.state.mi.us/public/bids>. When on that site you will need to register. Once registered and a password is received, select the "July 20, 2011 Letting" in the left hand box. If anyone needs assistance to view the plans, contact Greg Mayhew at 734-324-4558, or by email at gmayhew@wyandotte.org, to set up a time to view the plans.

Very truly yours,
Mark A. Kowalewski, PE, City Engineer

April 23, 2012

The Honorable Mayor Joseph R. Peterson and City Council
City Hall
Wyandotte, Michigan

Re: Part of the Former 1100 Walnut

Dear Mayor Peterson. and Council Members:

Attached please find a Purchase Agreement to sell 9.5' x 122' of the former 1100 Walnut to Kevin Fischer, the adjacent property owner, at 1112 Walnut, Wyandotte, in the amount of \$950.00. The combination of the two (2) parcels will result in one (1) parcel measuring 71.5' x 122'.

if Council concurs with these sales, the attached Resolution will authorize Mayor and Clerk to execute the necessary documents.

Very truly yours,

Mark A. Kowalewski, City Engineer
Colleen A. Keehn, City Assessor

REPORTS AND MINUTES:

Financial Services Daily Cash Receipts	April 26, 2012	\$53,914.82
Downtown Development Authority	April 10, 2012	
Municipal Service Commission	April 3, 2012	
Police Commission Meeting	April 10, 2012	
Fire Commission Meeting	April 10, 2012	
Fire Commission Meeting	April 24, 2012	
Police Commission Meeting	April 24, 2012	
Zoning Board of Appeals & Adjustments	April 4, 2012	

AUTOMATIC REFERRAL:

1. Wyandotte Braves Baseball Association Opening Day Ceremonies, May 19, 2012, request to hold a parade starting at 9:00 a.m. starting in the parking lot of Washington Elementary School and proceeding west on Vinewood to 15th Street then proceed north to Pulaski Park. Also request the use of the Wyandotte Police Department for traffic control; and the Roosevelt High School Marching Band to lead the parade and perform the National Anthem. Also Mayor and Council are invited with a special invitation to the Mayor to throw out the Ceremonial First Pitch. (PERMISSION GRANTED) COPIES TO POLICE, FIRE, MAYOR'S OFFICE.

2. Our Lady of Mt. Carmel Parish, Annual May Procession on Monday, May 7, 2012 at 7:00 p.m. at the Elementary School on 10th Street, proceeding to Superior Blvd to 12th Street around the median and back to 10th Street and proceeding into the Church. (PERMISSION GRANTED). COPIES TO POLICE, FIRE.

3. Moslem Shriner's Annual Hospital Fund Drive to benefit Shriners Hospitals for Children to be held on Thursday, Friday and Saturday, June 14, 15 and 16, 2012. Request to solicit at intersection and in front of businesses after gaining the business owners prior approval. (PERMISSION GRANTED) COPIES TO POLICE, FIRE.

CITIZEN PARTICIPATION

None

RECESSRECONVENINGROLL CALL

Present: Councilpersons Browning, Fricke, Galeski, Sabuda, Stec

Absent: Councilperson DeSana

HEARING

NOTICE OF A HEARING RELATIVE TO
SPECIAL ASSESSMENT DISTRICT #933
2011 SIDEWALK PROGRAM IN THE AREAS OF
EUREKA AVENUE TO GROVE AVENUE-15TH STREET TO 6TH STREET
REVIEW AND COMMENTS REGARDING THE ASSESSMENT IN PERSON
OR IN WRITING

April 26, 2012

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

RE: SAD #933 2011 Sidewalk Program

Dear Mayor Peterson and City Council Members:

I hereby certify and report that the attached is the Special Assessment roll, and the assessment made by me pursuant to a resolution of the City Council adopted on January 24, 2012, for the purpose of paying that part of the cost which the Council decided should be paid and borne by special assessment for the 2011 Sidewalk Program in the City of Wyandotte, to wit:

SPECIAL ASSESSMENT #933 \$157,036.38

In making such assessment, I have, as near as may be and according to my best judgment, conformed to the directions contained in the resolution of the City Council herein before referred to and the Charter of the City relating to such assessments.

Sincerely,

Colleen A. Keehn, City Assessor

From: cdforever (cdforever04@yahoo.com)

Sent: Saturday, April 7, 2012 8:45 AM

To: clerk@wyandotte.org

Good morning, my name is Craig I received a letter about the sidewalk program of Wyandotte, my sidewalk was replaced in front of my house. The reason the sidewalk was replaced is it was leaning enough that water would puddle up and in the winter months it would freeze. The new sidewalk is doing the same thing it still puddles up so therefore the problem still exists. I do have pictures of the problem and I would like to know if its going to be taken care of. I know that there is going to be a meeting on April 30, 2012 @ 7:00 PM, I have school on Mondays & Wednesdays, so I cannot make the meeting that is why I'm writing you this letter. My address is 3455 11th and my # is 734-788-0247. Thank you, Craig

All minutes and notifications made a part of the file.

FINAL READING OF ORDINANCE

AN ORDINANCE ENTITLED
AN ORDINANCE SETTING THE SALARY FOR THE
DEPARTMENT OF LEGAL AFFAIRS

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Salary for Department of Legal Affairs

The salary for the law firm of Look, Makowski and Look, P.C. as the Department of Legal Affairs for the City of Wyandotte shall be at a yearly salary of Seventy-Eight Thousand and no100 (\$78,000.00) Dollars to cover the period from April 16, 2012 to April 15, 2014. In addition, the law firm shall be reimbursed for miscellaneous costs and expenses incurred when acting as legal counsel for the City of Wyandotte.

Section 2. Severability.

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

Section 3. Effective Date.

This Ordinance shall take effect fifteen (15) days from the date of its passage by the Wyandotte City Council and the Ordinance or its summary shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days after adoption. A copy of this Ordinance may be inspected or obtained at the City of Wyandotte Clerk's Office, 3131 Biddle Avenue, Wyandotte, Michigan.

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

YEAS: Councilpersons Browning, Fricke, Galeski, Sabuda, Stec

NAYS: None

Absent: Councilperson DeSana

I hereby approve the adoption of the foregoing ordinance this 30th day of April, 2012.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 30th day of April, 2012.

Dated April 30, 2012

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

RESOLUTIONS

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the reading of the minutes of the previous meeting be dispensed with and the same stand APPROVED as recorded without objection.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
ROLL ATTACHED

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from Lynn A. Steffensky, Executive Director relative to various street closures to accommodate Wyandotte Business Association events and Third Friday's festivities is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council GRANTS permission for said street closures as outlined in the communication and further relative to the street closure requests of Biddle Avenue from Eurcka to Oak on August 17, 2012 and September 21, 2012 that the chief of Police is hereby designated and authorized to sign said street closing permit documents on behalf of the City of Wyandotte and further that the City of Wyandotte hereby holds harmless the County of Wayne for the closure of said street with responsibilities for all damage claims that may arise from said street closings to be assumed by the City of Wyandotte and further that a copy be forwarded to the Police, Fire and Department of Public Service.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding Lottery Drawing-NSP2 Homes File #4583 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council accepts the offer from Tammy Sara Folger P.O. Box 321, Wyandotte for the purchase of the city-owned property at 2325-8th Street in the amount of \$128,000.00 including a homebuyer subsidy of approximately \$53,000, a down payment of \$40,000 and a final mortgage of \$35,000. BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary sales documents and the Mayor and City Clerk be authorized to execute the purchase agreement and deed.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding Lottery Drawing-NSP2 Homes File # 4583 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council accepts the offer from Nicole Mendoza, 333 Hudson, Wyandotte, for the purchase of the city-owned property at 456 Vinewood in the amount of \$118,000.00 including a homebuyer subsidy of approximately \$59,500 for a final mortgage of \$58,500. BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary sales documents and the Mayor and City Clerk be authorized to execute the purchase agreement and deed.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding Lottery Drawing-NSP2 Homes File #4583 is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council accepts the offer from Bridget Anderson/Antonio Martinez, 14067-132nd Avenue, Grand Haven, for the purchase of the city-owned property at 234 Chestnut in the amount of \$113,000.00 including a homebuyer subsidy of approximately \$65,200 for a final mortgage of \$47,800; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary sales documents and the Mayor and City Clerk be authorized to execute the purchase agreement and deed.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding Lottery Drawing-NSP2 Homes File #4583 is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council accepts the offer from Alecia Hurt, 22854 Nadyne, Brownstown, for the purchase of the city-owned property at 2445 Cora in the amount of \$128,000.00 including a homebuyer subsidy of approximately \$67,000 for a final mortgage of \$61,000; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary sales documents and the Mayor and City Clerk be authorized to execute the purchase agreement and deed.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding Lottery Drawing-NSP2 Homes file #4583 is hereby received and placed on file; AND BE IT FURTHER RESOLVED that Council accepts the offer from Michael Bondi, 15935 Allen Road, Southgate, for the purchase of the city-owned property at 2250 Cora in the amount of \$118,000.00 including a homebuyer subsidy of approximately \$45,500 for a final mortgage of \$72,500; AND BE IT FURTHER RESOLVED that the Department of Legal Affairs, William R. Look, is hereby directed to prepare and sign the necessary sales documents and the Mayor and City Clerk be authorized to execute the purchase agreement and deed.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding Lottery Drawing-NSP2 Homes file #4583 is hereby received and placed on file. AND BE IT FURTHER RESOLVED that Council APPROVES the advertisement of 115 Poplar with no required minimum credit score in accordance with the adopted Sales Policy for the NSP2 Homes.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec

NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Engineer regarding the reconstruction of M-85/Fort Street is hereby received and placed on file.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

ROLL ATTACHED

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with the communication from the City Engineer and City Assessor dated April 23, 2012 regarding the sale of part of the former 1100 Walnut, Wyandotte, AND BE IT FURTHER RESOLVED that Council accepts the offer from Kevin Fischer to acquire 9.5' of the former 1100 Walnut in the amount of \$950.00; 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 Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that that WHEREAS, the time having arrived for the hearing before this Council and the City Assessor on the Special Assessment District #933, for the purpose of defraying that part of the cost which Council decided should be paid and borne by Special Assessment for the 2011 Sidewalk program in the areas of Eureka Avenue to Grove Avenue-15th Street to 6th Street within the City of Wyandotte, County of Wayne, State of Michigan and said roll having been duly presented to this Council by the City Assessor and WHEREAS, after such hearing this Council is of the opinion that said roll should be approved and confirmed; NOW THEREFORE BE IT RESOLVED that Special Assessment Roll # 933 as filed by the City Assessor with the City Clerk, be and the same is hereby APPROVED and confirmed and that this Council does hereby estimate that the period of usefulness of said improvement is not less than five (5) years and that the assessments shown on said Roll be divided into five annual installments, payable by the 1st day of June of each year from 2012 to 2016, inclusive; and that the City Clerk transmit said Roll to the City Treasurer with his warrant for collection accordingly, and that the installments of Special Assessment roll shall bear interest at the rate of six percent (6%) per annum commencing July 1, 2012, said interest to be paid annually on the due dates of the principal installments of said Special Assessment roll.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from Craig Stanley, 3455-11th Street, Wyandotte relative to the condition of his sidewalk is hereby referred to the City Engineer for coordination and review. (SAD #933) 2011 Sidewalk Program

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec
NAYS: None

Wyandotte, Michigan April 30, 2012

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the total bills and accounts in the amount of \$1,472,262.10 as presented by the Mayor and City Clerk are hereby APPROVED for payment.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Browning, Fricke, Galeski, Sabuda, Stec

NAYS: None

ADJOURNMENT

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

That we adjourn.

Carried unanimously

Adjourned at 7:45 PM

April 30, 2012



William R. Griggs, City Clerk

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



MAYOR
Joseph Peterson

COUNCIL
Todd M. Browning
James R. DeSana
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Leonard T. Sabuda
Lawrence S. Stec

DOWNTOWN DEVELOPMENT AUTHORITY
NATALIE RANKINE, RA
DIRECTOR

SPECIAL MEETING MINUTES

Thursday, April 26th, 2012 at 5:00 pm
3131 Biddle Avenue, Wyandotte 48192

- 1) MEMBERS PRESENT: Norm Walker, Mayor Joseph Peterson, Peter Rose, Gerry Lucas, Greg Gilbert
- 2) MEMBERS EXCUSED: Patt Slack, Patrick VanDeHey
- 3) MEMBERS ABSENT: John Jarjosa, Leo Stevenson
- 4) OTHERS PRESENT: Natalie Rankine
- 5) APPROVAL OF AGENDA:

Motion by M. Peterson, supported by G. Lucas to approve the agenda for April 26th, special meeting.

6) PROPERTY AQUITION:

Members discussed the acquisition of the property located at 3061 & 3063 Biddle Avenue. N. Rankine stated that the closing is scheduled for May 1st and that the final purchase price is \$542,487.3. This includes the following:

Closing:	\$6,184.00
Special assessment:	\$9,102.55
Purchase price:	\$497,700.78
Brick repair:	\$29,500.00

Total: \$	\$542,487.33
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Rankine explained that with a down payment of \$142,487.33 from our Fund Balance and financing the remaining \$400,000.00 through the City's Self Insurance Fund, the DDA wouldn't drain the Fund Balance. The DDA would be eligible for a 5 year loan at 6% interest and with the down payment of \$142,487.33, our first payment will be due in May of 2013.

Mayor Peterson stated that this would give us ample time to market the building prior to the loan commitment.

Motion by G. Lucas, seconded by G. Gilbert for a budget amendment to move \$142,487.33 from Fund Balance to our Land Acquisition Account: 499.200.850.519, for the acquisition of 3061 & 3062 Biddle Avenue. Roll called, all in favor. Motion carries.

OFFICIALS

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CITY CLERK

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CITY TREASURER

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CITY ASSESSOR



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DOWNTOWN DEVELOPMENT AUTHORITY
NATALIE RANKINE, RA
DIRECTOR

Motion by N. Walker, seconded by G. Lucas to approve the financing of the remaining \$400,000.00 in the form of a 5 year loan at 6% interest. Roll called, all in favor. Motion carries.

7) ENVIRONMENTAL INVESTIGATION:

N. Rankine described the extent and progress of the environmental investigation and remediation at the building. The projected costs are as follows:

Phase I Investigation (Grant from the DCC):	\$0.00
Phase II Investigation	\$7,945.40
Tank Removal	\$26,750.00 (estimate)
Tank Closure report	\$10,000.00 (We've applied for a grant from the DCC for this)

Motion by P. Rose, seconded by G. Lucas for a budget amendment to pay for the Phase II in the amount of \$7945.40 to be transferred from Fund Balance to our Land Acquisition Account: 499.200.850.519. Roll called, all in favor. Motion carries.

N. Rankine indicated that once the tank removal and the closure report is reviewed, we may have to request another budget amendment to pay for these costs.

Mayor Peterson indicated that he was happy that the City was finally able to acquire this property.

8) ADJOURNMENT:

Motion by P. Rose, supported by G. Gilbert to adjourn at 5:41 pm.

Respectfully submitted,

Natalie Rankine, RA
Downtown Development Authority Director

City of Wyandotte
Department Of Public Service
4201 13th Street
Wyandotte, MI 48192
734.324.4590

William R. Griggs, City Clerk:

The following report is made of monies received from the receipts issued for the date(s)
of 4-25 to 4-26-12 which have been turned over to the City Treasurer.

Type	Total	Payment Type	Amount
Dumping and Dumpster fees		: FE: \$	
Refuse Stickers		: FD: \$	
Solid Waste Toter		: FG: \$	
Miscellaneous		: MZ: \$	<u>1197.50</u>
Yard Waste Subscription		: YW: \$	
Total fees: \$			<u>1197.50</u>

Gary Ellison
DPS Superintendent

FE \$
FD \$
FG \$
MZ \$ 1197.50
YW \$

2012 APR 30 A 10:51
WYANDOTTE CITY CLERK

City of Wyandotte
Department Of Public Service
4201 13th Street
Wyandotte, MI 48192
734.324.4590

William R. Griggs, City Clerk:

The following report is made of monies received from the receipts issued for the date(s)
of 4-26 to 4-27-12 which have been turned over to the City Treasurer.

Type	Total	Payment Type	Amount
Dumping and Dumpster fees		: FE: \$	<u>639.00</u>
Refuse Stickers		: FD: \$	
Solid Waste Toter		: FG: \$	<u>48-</u>
Miscellaneous		: MZ: \$	
Yard Waste Subscription		: YW: \$	<u>319.40</u>
Total fees: \$			<u>1006.40</u>

Gary Ellison
DPS Superintendent

FE	\$	<u>639.00</u>
FD	\$	
FG	\$	<u>48.00</u>
MZ	\$	
YW	\$	<u>319.40</u>

2012 APR 30 A 10:51
WYANDOTTE CITY CLERK