

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, JUNE 22nd 2015 7: 00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL E. GALESKI

ROLL CALL: FRICKE, GALESKI, MICIURA, SABUDA, SCHULTZ, STEC

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Dr. Dan Stein, O.D. Wyandotte Optical, P.C. 3101 Biddle Avenue regarding his concerns of patron parking at Public Parking Lot # 3.
2. Communication from John Haggerty, 3804-21st relative to recent sidewalk markings in front of his residence.
3. Communication from Joanna Farkas, 1203-6th Street requesting to close the alley behind her residence for a graduation party.
4. Communication from Monroe Bank and Trust requesting to allow minor patching and asphalt sealing work in the alleyway next to MBT 467 Eureka between 4th and 5th Streets.

PERSONS IN THE AUDIENCE:

NEW BUSINESS (ELECTED OFFICIALS):

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

5. Communication from the City Administrator regarding the Natural Gas Supply Agreement- Constellation New Energy.

6. Communication from the Special Event Coordinator relative to the following:

- A. Special Event - Recycling at the 2015 WSAF
- B. Special Event Application- WSAF Entertainment Contract
- C. WSAF Clean Up 2015 Contract

7. Communications from the City Engineer relative to the possible closure of St. Johns Street at the Railroad.

8. Communication from the City Engineer submitting a request from various residents to barricade the Alley-South of Davis Street between 22nd and 23rd Street.

9 . Communication from the City Engineer regarding a contract amendment to File # 4519 Solid Waste Collection Program.

10. Communication from the City Engineer regarding the Tree Planting for Grove street Greenbelt.

11. Communication from the City Engineer regarding repairs to the home at 2769-22nd Street.

12. Communication from the City Engineering Hearing Officer relative to the Property Maintenance at 2136 Baumeys.

13. Communication from the City Engineer regarding Data Collection in Bishop Park.

14. Communication from the City Engineer relative to the purchase of a Rotary Truck Lift for the Department of Public Service (DPS).

15. Communication from the City Engineer submitting a rezoning application on behalf of the Downriver Baptist Church, 1102 Oak Street.

PETITIONS:

PETITION FROM VARIOUS PROPERTY OWNERS
TO BARRICADE THE ALLEY
ADJOINING THE PROPERTY LOCATED
AT 113 BONDIE and 112 BENNETT

CITIZENS PARTICIPATION:

FINAL READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE
TO REZONE THE PROPERTY KNOWN AS 640 PLUM STREET FROM ONE FAMILY
RESIDENTIAL DISTRICT (RA) TO PLAN DEVELOPMENT DISTRICT (PD)

REPORTS AND MINUTES:

Daily Cash Receipts	June 17, 2105	\$1,580.83
Wyandotte Cultural and Historical	May 14, 2015	
Municipal Service Commission	June 10, 2015	
Beautification Commission	June 10, 2015	
Fire Fighter's Civil Service Commission	May 13, 2015	
Fire Commission	May 12, 2015	
Police Commission	May 12, 2015	

June 15, 2015

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Dr. Dan Stein, O.D.
Wyandotte Optical, P.C.
3101 Biddle Avenue
Wyandotte, MI 48192
PH (734) 282-5030
Fax (734) 282-5189

Mayor Joseph Peterson and City Council,

I wish to put on the agenda for the next city council meeting my concern of patron parking at Public Parking Lot #3. Renovations to the Sears Building will soon begin and my concern is this will restrict parking availability to the potential patrons of the local businesses in the surrounding area of Downtown Wyandotte. The front of the parking lot (facing Biddle Ave) should be reserved for those shopping the Downtown area. Employees of businesses and construction workers should be advised to use back of said lot and current available parking between old City Hall and Jimmy Johns.

The ad "Think Local, Shop Local, Buy Local" should remain our main focus. Easy, available, close parking should be maintained for our patrons to ensure that they keep shopping in our lovely city. Also, I believe that the two hour parking limits along Biddle Avenue should be enforced. Businesses should encourage and enforce "No Parking" of employees and construction vehicles on Biddle Avenue. Our City Ordinance officers and Police Department should help make shopping in Wyandotte easy and convenient for the benefit of Downtown Wyandotte.

Sincerely,


Dr. Dan Stein, OD

DS/sc

To the Wyandotte City Mayor & City Council Members

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I am writing today in regards the recent Sidewalk markings. While I agree that all sidewalks should be kept in a safe manner for pedestrians, I do have some concerns in regards to my property (3804 21st Street).

I have a section that has been lifted due to a tree which was planted prior to be becoming owner of this property. This same tree is the reason sidewalk was replaced in 1996 during the last Sidewalk markings in our neighborhood. I have been to the City Engineers office numerous times, as this tree is infested with Carpenter Ants. I have provided video proving this, and Engineers office has sent associates to inspect this also. Upon the latest inspection they agreed, that there were Carpenter Ants and that would be back some type of spray. I have myself already tried this, with no success.


This tree has also caused damage to my property. As a result of the Carpenter Ants the tree is routing out from the inside. During a storm a large branch fell ripping the power line into my home. I paid for this repair out of my own pocket, so only be told that they city would have paid for this. But they would not reimburse me for the cost of this repair. Currently I have another branch that is very close to line again, so I am fully expecting for this to happen again.

I do agree that this section needs to be replaced, but I have a problem with doing this when it will be raised up again if this tree is not removed. I am asking to have this tree removed, and then have the sidewalk replaced.

I respectfully request a more in depth review of my property by the City Engineers office to determine the most effective way to resolve this problem long term for all parties.

I would be willing to plant 2 new trees of appropriate size (now and expected) with the removal of the older Carpenter Ants Invested rotting tree.

Sincerely


John Haggerty
734-281-4399

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DEAR SIR,

JUNE, 16th, 2015

MAYOR- MR. PETERSON

MY NAME IS JOANNA FARKAS,
I LIVE AT 1203 6th ST, WYAN. PH# 734-
285-8907,

THIS LETTER IS A REQUEST TO
USE AND CLOSE OFF THE ALLEY BEHIND
OUR HOUSE FOR OUR SON'S Graduation
Party ON July 25th, 2015. WE LIVE ON
A CORNER AND WE HAVE NO DRIVE WAY,

I HAVE talked to MY Neighbors behind
US and beside US, they said they'd
HAVE NO Problem with US using the alley
IF WE got PERMISSION, the Party will
be from 3pm to 8pm ON July 25th,

Thank you for LISTENING to our
Request, WE hope you will GIVE US
PERMISSION,

Sincerely,

Joanna Farkas

1203 6th St

Wyandotte, Mi 48192

734-285-8907



102 E. FRONT STREET
MONROE, MICHIGAN 48161
TELEPHONE: (734) 241-3431

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June 12, 2015

City of Wyandotte
3200 Biddle Ave.
Wyandotte, MI 48192

Attn: ~~Engineering Department~~ City Council

Re: 467 Eureka Rd., Wyandotte, MI

To Whom It May Concern:

Monroe Bank and Trust kindly requests City authorization to allow minor patching and asphalt sealing work in the alleyway next to MBT 467 Eureka Rd property. The alleyway is located between 4th and 5th Streets.

Please contact the undersigned for further information.

Sincerely,

A handwritten signature in cursive script that reads "Michelle LaVergne".

Michelle LaVergne
Administrative Services Manager
Monroe Bank and Trust
734-242-2889
michelle.lavergne@mbandt.com

From:

06/16/2015 14:46

#672 P.002/002

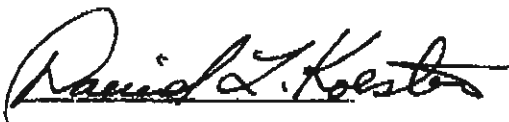
HOLD HARMLESS AND RELEASE

In consideration of the City of Wyandotte granting permission to Monroe Bank v Trust/Monroe Asphalt to repair the east-west public alley adjacent to 467 Eureka, Wyandotte, the undersigned hereby assumes all risk and liability relating to the aforementioned activity, and the undersigned agrees to hold harmless and indemnify the City of Wyandotte and all City Officials, employees, volunteers and agents from all liability or responsibility whatever for injury (including death) to persons, or for any damage to any City of Wyandotte property or to the property of others arising out of, or resulting from the aforementioned use.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte its Officers, agents and employees from any and all claims, actions, causes of action, damages and liabilities resulting or arising out of either directly or indirectly, for the aforementioned use.

The undersigned represents personally that he/she is the authorized to execute this Agreement on behalf of the undersigned.

Agreed to this 17 day of June, 2015.



BY:

Address: 1508 Mattinger Tolero OH 43612
Street City State Zip

Telephone: 419-729-4134

PROPOSED RESOLUTION

RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the Monroe Bank & Trust regarding repairing the alley next to 467 Eureka is hereby approved provided the appropriate Hold Harmless Agreement is executed

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 22, 2015

AGENDA ITEM #

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ITEM: Natural Gas Supply Agreement – Constellation NewEnergy

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City has benefitted from the State of Michigan's natural gas choice program for a number of years. Our current natural gas (commodity) provider is Volunteer Energy and distribution charges are paid to DTE Energy.

Attached you will find a Natural Gas Supply Agreement and Distribution Services Rider with Constellation NewEnergy which would reduce our natural gas costs by an estimated \$17,600 annually. This savings is derived from the distribution portion of the cost of natural gas by eliminating the Monthly Service Charge, Reservation Charge, and Energy Optimization Surcharge. The Distribution Charge is also reduced by 20%.

This agreement also provides for a rate lock on natural gas for the next thirty-six (36) months. The contract rate is currently below the price we are paying Volunteer Energy but will be dependent on the commodity price at the time of the execution of the contract. Note that the current rate from Volunteer Energy floats on a monthly basis.

STRATEGIC PLAN/GOALS: To be financially responsible.

ACTION REQUESTED: Authorize the Mayor and/or City Clerk to sign the Natural Gas Supply Agreement and Distribution Services Rider with Constellation NewEnergy.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Estimated savings in various Natural Gas line-items for each department of a minimum of \$17,600 with additional savings possible dependent on commodity price.

IMPLEMENTATION PLAN: The City Administrator will coordinate the change in vendor.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Approved as to form.

MAYOR'S RECOMMENDATION:

J.P.

LIST OF ATTACHMENTS:

1. Distribution and Surcharge Savings Summary
2. Distribution Services Rider
3. Natural Gas Supply Agreement


MODEL RESOLUTION:

RESOLVED BY THE CITY COUNCIL that Council acknowledges receipt of the communication from the City Administrator regarding the supply and distribution of natural gas to various City facilities and

CONCURS with the recommendation to enter into a Natural Gas Supply Agreement and Distribution Services Rider with Constellation NewEnergy and

FURTHER, RESOLVED BY THE CITY COUNCIL that the Council authorizes the Mayor or City Clerk to sign the necessary documents

Distribution and Surcharge Savings Summary

City of Wyandotte Gas Choice Accounts			
Rate Class	# Accts	Annual Usage (Mcf)	
GS-1	21	11,575	
Total		11,575	

Date : June 16, 2015

Sales Rep: Dennis Morgridge

Combined Savings:

Total Annual Estimated Savings	\$17,662.39
Total Constellation Discount	78.23%
Total Annual Estimated Savings / Mcf	\$1.53
Rate GS-1 Constellation Discounted Rate	\$1.986

Monthly Customer Service Charge and IRM Savings: (\$28.79 x 21 accounts x 12 months)

Rate GS-1 : Customer Service Charge Savings	\$7,255.08
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* Depending on your rate class, you will receive savings on some or all of these charges.

Distribution Charge Savings:

Rate GS-1 : Distribution Charge Savings, with 20% discount	\$5,746.06
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Reservation Charge

Rate GS-1 : Reservation Charge	\$3,009.50
Rate GS-1 : Reservation Charge Rate	\$0.2600

* Reservation Charge was approved by the MPSC's April 15, 2014 Order in U-17131 and is implemented on a "bills rendered" basis beginning May 1, 2014

Energy Optimization (EO) Surcharge Savings:

Rate GS-1 : Energy Optimization Surcharge Savings	\$1,651.75
Rate GS-1 : EO Rate	\$0.1427

* A surcharge that allows MichCon to develop and offer an Energy Optimization program that provides rebates, incentives and energy efficiency education to their customers. This surcharge is based on the amount of gas you use during the billing period

Distribution and Surcharge Savings Summary analysis provides information to customers to assist them in making informed energy decisions. Information presented in these cost savings computations reflect previous period valuation / prices and actual results may vary from these estimates / projections.

The information contained herein is confidential between Constellation and the intended recipient and may not be disclosed to a third party without the express written consent.

Distribution Services Rider (Bill on Usage)

This Distribution Services Rider is effective **August 1, 2015** ("Distribution Services Rider Effective Date"), is made a part of that certain natural gas agreement entered into on June 15, 2015 ("Master Natural Gas Agreement"), by and between **Constellation NewEnergy – Gas Division, LLC ("CNEG")** and **City of Wyandotte ("Customer")**, and is subject to all of the provisions, terms and conditions of such Master Natural Gas Agreement. The purpose of this Distribution Services Rider is to set forth the specific terms and conditions related to the distribution services performed by CNEG for Customer's facilities listed below (the "Facilities"). Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement. In the event of a conflict between this Distribution Services Rider and the Master Natural Gas Agreement, the terms of this Distribution Services Rider shall govern with respect to the services described herein.

Facility Location	DTE Account Number	DTE Meter Number	CNEG Customer ID
266 Maple St, WYANDOTTE, MI	194101800168	6721001	RG-180617
2815 Van Alstyne St, WYANDOTTE, MI	467514200014	9910087	RG-180618
4305 Biddle Ave, WYANDOTTE, MI	194101800135	0800481	RG-180619
3625 Biddle Ave, WYANDOTTE, MI	194101800127	9041966	RG-180620
2015 Biddle Ave, WYANDOTTE, MI	194101800150	0692725	RG-180621
1168 Grove St, WYANDOTTE, MI	194101800333	6941296	RG-180622
2624 Biddle Ave, WYANDOTTE, MI	194101800382	0733373	RG-180623
1093 Ford Ave, WYANDOTTE, MI	467519700026	8687106	RG-180624
1749 2nd St, WYANDOTTE, MI	457380400210	1364764	RG-180625
4201 13th St, WYANDOTTE, MI	194101800200	0002261	RG-180626
2630 Biddle Ave, WYANDOTTE, MI	194101800085	8510697	RG-180627
266 Maple St, WYANDOTTE, MI	194101800168	8944001	RG-180628
266 Maple St, WYANDOTTE, MI	194101800168	8940766	RG-180629
3131 3rd St, WYANDOTTE, MI	457374300012	0102822	RG-180630
1100 Biddle Ave, WYANDOTTE, MI	194101800515	7225512	RG-180631
3635 Biddle Ave, WYANDOTTE, MI	194101800119	7273168	RG-180632
2306 4th St, WYANDOTTE, MI	457380400012	8943291	RG-180633
3131 3rd St, WYANDOTTE, MI	457374300012	0793151	RG-180635
711 Biddle Ave, WYANDOTTE, MI	194101800275	0215757	RG-180636
2610 Biddle Ave, WYANDOTTE, MI	194101800044	8940771	RG-180637
14300 REAUME PARKWAY CIRCLE, SOUTHGATE, MI	70818280019	9852762	RG-180639

1. GENERAL. Customer understands that CNEG offers the distribution services described herein (the "Distribution Services") pursuant to an easement agreement (the "Easement Agreement") between CNEG (as successor by merger to Exelon Energy Company) and DTE Gas Company ("DTE"). Customer acknowledges that CNEG is subject to all rules, regulations, operating procedures, conditions and constraints related to the DTE distribution system and, accordingly, CNEG is not liable to Customer for any claims, damages or penalties caused in any manner by any such rules, regulations, operating procedures, conditions or constraints. Customer also acknowledges that CNEG is not a public utility. CNEG will provide on an exclusive basis, and Customer will pay for, the Distribution Services for the specified Facilities.

2. GAS SUPPLY AND DISTRIBUTION SERVICES. CNEG will supply and distribute, and Customer will purchase, all of the natural gas requirements for the Facilities during the term of this Distribution Services Rider. CNEG will make all necessary arrangements on behalf of Customer for distribution of all natural gas requirements for the Facilities. Customer shall promptly notify CNEG of any circumstances that may cause a material change to the Facilities' monthly usage. CNEG reserves the right to control any incremental load added under this Distribution Services Rider to insure that a certain portion of the additional volume meets certain electronic displacement load requirements. Customer acknowledges that the Distribution Price described below is in addition to the commodity price of the natural gas (the "Commodity Cost"), which will be agreed to by the Parties through a Transaction entered into pursuant to the terms of the Master Natural Gas Agreement. If, at any time during the term of this Distribution Services Rider, there has been no Transaction to set the Commodity Cost for any given month(s), the Commodity Cost for gas delivered during such month(s) will be Platt's *Inside FERC* First of Month Upper Midwest-MichCon city-gate for the applicable delivery month plus \$0.50 per dekatherm.

3. PRICE OF DISTRIBUTION SERVICES AND PAYMENT. During the Initial Term, the price for the Distribution Services will be \$0.1986 per Ccf (the "Distribution Price") for all volumes consumed. In addition to the Distribution Price, Customer shall reimburse CNEG for fees charged to CNEG in connection with CNEG's administration of the distribution program including, but not limited to, pooling and electronic bulletin board fees. CNEG shall provide Customer a consolidated bill incorporating (i) utility charges, (ii) charges related to the Distribution Services, (iii) the Commodity Cost, and (iv) applicable Taxes. Customer will pay CNEG invoices in accordance with the payment terms contained in the Master Natural Gas Agreement. CNEG reserves the right to adjust the Distribution Price if (i) there is an increase in DTE's distribution or customer charges, in which case the change to the Distribution Price shall be proportionate to DTE's rate increase, or (ii) there is a material decrease in the Facilities' usage as compared to historical usage and other relevant information. Customer shall provide CNEG with any applicable state and/or local exemption certificate prior to the issue date of Customer's first invoice.

4. GAS IN STORAGE. If Customer has gas in its DTE storage account when Customer's storage information is received by CNEG from DTE, Customer will receive a credit on its CNEG invoice for such storage balance. The amount of the credit will be based on Platt's *Inside FERC* First of Month Upper Midwest-MichCon city-gate for the first month CNEG delivers gas to Customer pursuant to this Distribution Services Rider.

5. TERM, TERMINATION. The initial term of this Distribution Services Rider will commence upon the Distribution Services Rider Effective Date; provided, however, that Distribution Services will not commence for a Facility until the beginning of the first utility billing cycle following notification from DTE that such Facility's enrollment file has been accepted. This Distribution Services Rider will continue for a period of thirty-six (36) months following the Distribution Services Rider Effective Date (the "Initial Term") and will be extended and renewed for additional twelve (12) month periods automatically, unless terminated by either party upon sixty (60) days written notice to the other party delivered to the party's notice address prior to the renewal date. For the avoidance of doubt, Customer acknowledges and agrees that CNEG is performing the Distribution Services as an adjunct to the provision of Gas under the Master Natural Gas Agreement, and as such if either Party has the right to terminate all or a portion of the Master Natural Gas Agreement in regard to the provision of such Gas, that shall be a basis to terminate this Distribution Services Rider as well. CNEG shall have no obligation to continue to provide Distribution Services if CNEG is no longer supplying Gas to Customer under the Master Natural Gas Agreement. In addition, if there are changes to the Easement Agreement that adversely affect CNEG's ability to effectively or economically perform the Distribution Services, then CNEG reserves the right to terminate this Distribution Services Rider upon thirty (30) days written notice.

6. USAGE INFORMATION. If requested by CNEG, Customer agrees to provide usage information from Customer's natural gas utility meter to CNEG weekly in an electronic format to be agreed upon by the Parties. Customer also agrees to inform CNEG of any variance in usage that could not be reasonably predicted by forecasting from Customer's historical usage information. CNEG may pass through to Customer any penalties resulting from Customer's failure to inform CNEG of usage variations.

7. AGENCY AUTHORIZATION. Customer hereby authorizes CNEG to act as exclusive agent for the Facilities with respect to distribution of natural gas. CNEG is authorized to request, execute and administer such agreements as CNEG deems necessary for the acquisition and transportation of gas sold and transported pursuant to this Distribution Services Rider and the Master Natural Gas Agreement.

8. SYSTEM REQUIREMENTS. DTE is responsible for operation of its distribution system, meter installation, maintenance and readings, and all infrastructure maintenance and system-wide upgrades. If any upstream or downstream facilities are needed to interconnect with, or to meet the current or anticipated service needs of Customer (including but not limited to service line extensions, upstream expansions, mains, transfer mains and gate stations or meters), Customer shall coordinate with CNEG and DTE for construction of such facilities. Customer shall be responsible to pay costs charged by DTE, if any, for the construction of such facilities.

9. INDEMNITY. Customer agrees to defend, indemnify and hold harmless CNEG and all its affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors, members, managers and assigns (collectively including CNEG referred to as the "CNEG Parties") from and against all claims, losses, expenses (including attorneys' fees and court costs), damages, demands, judgments, causes of action or suits (collectively, "Claims") of any kind, including but not limited to, Claims for personal injury, death, or property damage arising from Customer's failure to comply with the terms of this Distribution Services Rider.

This Distribution Services Rider shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG. This Distribution Services Rider may be executed by facsimile and in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

In Witness whereof, the Parties have caused this Distribution Services Rider to be executed on their behalf as of the Distribution Services Rider Effective Date above.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CITY OF WYANDOTTE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Natural Gas Supply Agreement
(annual usage of 30,000 dth or less)

**Agreement is Not
Valid Unless
Executed by CNEG**

City of Wyandotte ("Customer") and Constellation NewEnergy – Gas Division, LLC ("**CNEG**") enter into this Natural Gas Supply Agreement, including the attached General Terms and Conditions (the "**Natural Gas Agreement**") effective **June 15, 2015** (the "**Effective Date**"). Generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to CNEG, unless the context clearly requires otherwise. This Natural Gas Agreement is intended to govern the purchase and sale of natural gas and related services ("**Gas**") between us, each a "**Transaction**," which may be memorialized in a transaction confirmation ("**TC**") that is subject to this Natural Gas Agreement. Both of us may further agree to implement certain strategies or services which will be set forth in a Rider signed by both of us (each a "**Rider**"). If a conflict arises between (i) a TC, (ii) a Rider, or (iii) the Natural Gas Agreement, the terms shall govern in the priority listed in this sentence. All TCs and Riders together with this Natural Gas Agreement form a single integrated agreement and are sometimes herein collectively referred to as the "**Agreement**".

Purchase and Sale of Natural Gas. You will purchase from us and we will supply, or cause to be supplied, the Contract Quantity for your Facilities as specified in a TC or Rider, subject to the terms and conditions of the Agreement. You authorize us to enroll the Facilities with the Utility so that we can supply those Facilities. You will take such actions as we request to allow us to enroll the Facilities in a timely manner. You authorize us to take such actions we deem necessary to enroll the Facilities with the Utility as Facilities to be served by us and otherwise meet our obligations under this Agreement, including executing on your behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to you by the Utility or other transporter(s), disposing of storage balances, adding or deleting Facilities as necessary, and receiving Usage Nominations from the Utility relating to your Gas requirements. We shall deliver the Contract Quantity to the Delivery Point(s) where risk of loss and title shall transfer to you. You agree that we may select such sources and service levels of Gas as we deem appropriate to meet our obligations under the Agreement. Our delivery obligation and your receipt obligation under this Agreement shall be set forth on a TC or Rider as Firm, Secondary Firm, Interruptible, or otherwise as agreed in the Transaction.

Term. This Natural Gas Agreement will commence on the Effective Date and will continue until terminated by either of us upon thirty (30) days written notice; provided any TC or Rider will continue to be governed by this Natural Gas Agreement until the TC or Rider has been separately terminated or expired. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control.

Transaction Confirmation Procedure. You may enter into Transactions with us at any time by written transmission, electronic transmission, facsimile or other written record, or verbally, in person or by telephone (which we both acknowledge may be on a recorded telephone line) with the offer by one party and acceptance by the other party constituting our legally binding agreement. Nothing in this Agreement shall obligate either of us to enter into a Transaction at any time and your mere request to purchase Gas from us hereunder shall not constitute acceptance until we have clearly accepted such offer. Any applicable requirement that a Transaction be "in writing" and "signed" shall be deemed to have been satisfied by this Natural Gas Agreement, by our signatures below and our express agreement to these procedures. You agree that CNEG shall have the exclusive right to confirm any Transaction by sending you a written TC, in the form attached hereto as Exhibit A or otherwise, by facsimile, electronic transmission or other means. Notwithstanding any provision to the contrary in this Agreement, failure to send a TC shall not invalidate a Transaction agreed to by both of us. All agreed upon Transactions shall be subject to the terms and conditions of this Natural Gas Agreement, and each TC is incorporated herein. **If we send a TC and you fail to object in writing to any term in the TC within two (2) business days, the TC shall constitute the definitive written expression of the Transaction.**

Price. You will pay the price for Gas (the "**Contract Price**") as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional gas in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive Gas from us beyond the term of the TC or Rider (where such Gas will be considered month to month), all such Gas will be priced at the Market Price. In addition to the Contract Price or Market Price, as applicable, you will be responsible to pay all such other amounts related to effectuating Transactions and the purchase and delivery of Gas, which will include, but not be limited to, amounts for (i) Taxes related in any way to the Contract Price, any services provided or the Gas at and after the Delivery Point, and (ii) transportation charges at and after the Delivery Point and related Taxes, which may be billed separately by the Utility.

Your Invoice. Your invoices will contain all CNEG charges applicable to Gas usage, including Taxes (which are passed through to you). If you are eligible for and have elected to receive a single bill from us ("**CNEG Consolidated Billing**"), we will invoice you for all Utility charges and related Taxes. Otherwise, the Utility will invoice you for all Utility Charges and related Taxes. All amounts charged are due in full on the fifteenth (15th) day following the date of the invoice or such other date set forth in a Rider. Invoices will be based on actual data provided by the Utility, provided that if we do not receive actual data in a timely manner, we shall have the right to invoice you based on estimated information. Once actual data is received, we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.5% per month, or the highest rate permitted by law, whichever is less; and we may withhold any payments due to the Utility until we receive such payments.

Each party has caused this Natural Gas Agreement to be executed by its authorized representative as of the Effective Date.

Constellation NewEnergy – Gas Division, LLC

City of Wyandotte

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:
9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223
Attention: Contracts Administration
Telephone: (502) 426-4500
Facsimile: (502) 214-6381

Address:
320 Biddle Avenue
Wyandotte, MI 48192
Attention: Todd Drysdale
Telephone: (734) 324-4545
Facsimile: (734) 324-4519
Email: tdrysdale@wyandotte.org
Title: City Administrator

GENERAL TERMS AND CONDITIONS

1. Definitions.

"Contract Quantity" means the quantity of Gas to be delivered and received as agreed in the applicable TC or Rider.

"Delivery Point(s)" means the city gate interconnection between the Utility and the upstream transporter or such other delivery point(s) as are agreed in a TC or Rider. However, to the extent that you own transportation capacity which is used to deliver Gas to you, the Delivery Point shall be the receipt point of such capacity.

"Facility" means your facility or Utility account to which CNEG is providing Gas under this Agreement (collectively, the **"Facilities"**).

"Firm" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure.

"Interruptible" means deliveries and receipts may be interrupted at any time for any reason except for Customer's obligation to take and pay for gas it nominates and CNEG's obligation to honor the price set forth in the TC.

"Market Price" means a price comprised of (i) the spot commodity cost of Gas as determined by us in our reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver Gas to the Delivery Point, and (iii) a reasonable market based margin.

"Secondary Firm" means deliveries and receipts will be on a best-efforts basis. We may interrupt its performance without liability to the extent that one or more of the following conditions are present: i) Force Majeure; ii) curtailment by your Utility; iii) curtailment of supply by a Gas supplier; iv) curtailment of storage by a storage provider; v) curtailment of transportation by a transporter, including, but not limited to, transportation between secondary firm points; vi) recall of transportation capacity release by its releaser; or vii) curtailment of Gas production behind a specific meter. If we interrupt for any other reason, your exclusive remedy shall be that you may recover damages as provided in Section 2.

"Taxes" means all taxes, duties, fees, levies, premiums or any other charges of any kind, whether direct or indirect, relating to the sale, purchase or delivery of Gas, together with all interest, penalties or other additional amounts imposed, including but not limited to gross receipts, sales, consumption, use, value added, commercial activity or other privilege tax, and any other tax (whether in effect as of the Effective Date of this Agreement or thereafter) imposed by any governmental entity.

"Usage Nomination" means your nomination of your forecasted Gas requirements, including without limitation (i) any such nomination by the Utility with respect to your Facilities, (ii) any such nomination permitted to be made by us as provided in this Agreement or any TC or Rider.

"Utility" means the local Gas distribution utility owning and/or controlling and maintaining the distribution system required for delivery of Gas to the Facilities.

2. Failure to deliver or receive Gas. The sole and exclusive remedy of the parties in the event of a breach of an obligation to deliver or receive Gas (other than Interruptible) shall be the following: If we fail to deliver Gas for a reason other than your breach, we shall pay you the **"Replacement Cost,"** which is the amount you actually pay to replace the undelivered Contract Quantity less the amount you would have paid under this Agreement for such Contract Quantity. (b) If you fail to receive Gas for a reason other than our breach, you shall pay us the **"Revenue Loss,"** which is the amount that we would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount we actually receive in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount we would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as we determine in a commercially reasonable manner. Both of us shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

3. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash

deposit or provide other security acceptable to us in an amount equal to two (2) times the cost of the highest projected monthly usage for each Facility during the twelve (12) months immediately following our demand if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

4. Nomination and Imbalances. (a) If you or the Utility fail to provide us with a Usage Nomination for any month in a timely manner, we may establish a nomination for such month in a commercially reasonable manner based upon your historical usage data available to us. We shall be entitled to rely on any Usage Nominations received from the Utility or that we establish in accordance with this paragraph. Usage Nominations may be made verbally, in writing, by facsimile, or by other electronic transmission. (b) We shall both use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges assessed by a transporter for failure to satisfy the transporter's balancing and/or nomination requirements (**"Imbalance Charges"**). If Imbalance Charges are incurred as a result of your receipt of quantities of Gas greater than or less than the quantity of Gas confirmed by transporter(s), then you shall be responsible for such Imbalance Charges. If Imbalance Charges are incurred as a result of our delivery of quantities of Gas greater than or less than the quantity of Gas confirmed by transporter(s), then we shall be responsible for such Imbalance Charges.

5. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 3 above; or perform all material obligations under this Agreement (other than a failure to receive gas) and you do not cure such default within five (5) days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement (other than a failure to deliver gas) and do not cure such default within five (5) days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

6. Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Facilities affected by such default, and switch your Facilities back to Utility service (consistent with applicable regulations and Utility practices); and/or require that you compensate us for all losses we sustain due to your default, including:

- payment of all amounts you owe us for natural gas provided to you;
- when the Agreement is terminated early (entirely or as to certain Facilities), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such natural gas for to a third party under then-current market conditions; and all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement. The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party is required to enter into a replacement transaction to determine or be entitled to a termination payment.

7. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the natural gas and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Utility or transporter business practices or protocol, Utility or transporter tariff, rule of any commission or agency with jurisdiction in the state in which the Facilities are located. Such additional amounts will be included in your

subsequent invoices. The changes described in this Section may change any or all of the charges described in this Agreement.

8. Force Majeure and Transporter Restrictions. "Force Majeure" means an event that is beyond either of our reasonable control that prevents either of us from performing our obligations under this Agreement. If a Force Majeure event occurs, then the affected party will be relieved from performance until the situation is resolved. Examples of Force Majeure events include: acts of God, fire, war, terrorism, flood, earthquake; declaration of emergency by a governmental entity or the Utility; curtailment, disruption or interruption of Gas transmission, distribution or supply (including without limitation as the result of an OFO, as defined below); regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under either of our control, such as a Utility. Such events shall not excuse failure to make payments due in a timely manner for Gas we supply. Each of us will use commercially reasonable efforts to give notice (which may be by electronic means) to the other in a timely manner of any operational flow orders or other usage or flow restrictions ("OFO") from the applicable pipelines or utilities and shall take all required steps to comply with such orders. Each of us will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one of us, then such party shall be solely responsible for any such penalties, charges, fees, costs or expenses. We both agree that OFOs may require one or both of us to buy or sell Gas quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing.

9. Indemnification. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND ARISING HEREUNDER WHILE TITLE AND RISK OF LOSS ARE VESTED IN THE INDEMNIFYING PARTY.

10. Limitations. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS. Each party's total liability related to the Agreement, whether arising under breach of contract, tort, strict liability or otherwise, is limited to direct, actual damages. Direct actual damages payable to us will reflect the early termination calculation in Section 5. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON CNEG'S PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. We will have no liability or responsibility for matters within the control of the Utility, which include maintenance of natural gas pipelines, service interruptions, loss or termination of service or meter readings.

11. Dispute Resolution. This Agreement will be governed by and interpreted in accordance with the laws of the State of New York without regard to any choice of law principles. BOTH PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

12. Relationship of Parties. We are an independent contractor and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. You will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter under this Agreement. Your decision to enter into this Agreement and any other decision or action you take is and will be

based only upon your own analysis (or that of your advisors) and not on information or statements from us.

13. Confidentiality. Consistent with applicable regulatory requirements, we will keep confidential all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

14. Miscellaneous Provisions. In the case of CNEG Consolidated Billing, you agree that (i) you remain exclusively liable to the Utility for all Utility charges, (ii) we have no obligation to review Utility charges for accuracy, and (iii) should you dispute Utility charges, that is a matter for you and the Utility to resolve without our involvement. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement. A facsimile or email copy of your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Both of us acknowledge that any document generated with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither of us shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitations of liability, indemnification and dispute resolution. We shall have the right to set-off and net any amounts owed to you against any amounts you owe us under this Agreement or any other agreement. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended ("CEA"). You agree that your purpose in entering into this Agreement is not speculation, but rather price volatility control and/or budget management for procurement of Gas for one or more of your Facilities and if any transaction hereunder gives you the right to adjust the Contract Quantity or to require CNEG to provide some other quantity of gas, your election to exercise such right is based on supply and demand factors related to your business. You represent that you qualify as an "eligible contract participant" as the same is defined under the CEA. We will send all notices, invoices and TCs to the address provided in this Agreement unless you direct otherwise. Your authorization of us to your Utility as a recipient of your current and historical gas billing and usage data will remain in effect during the term of this Agreement unless you rescind the authorization upon written notice to us. We reserve the right to cancel this Agreement in the event you rescind this authorization.

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to Facilities. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter the form of this Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a gas sales agreement effective _____, 20__ (the "Master Natural Gas Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Natural Gas Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement.

Facility Name:

Delivery Period:

Default Service:

Nature of Parties' Obligation:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

Delivery Point(s):

Utility:

Special Provisions:

This Transaction Confirmation documents a Transaction previously reached by authorized representatives of the Parties. It is binding and shall be deemed accepted as the definitive expression of the Transaction unless disputed by Customer in writing within two (2) business days of CNEG's execution date.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

By: SAMPLE _____
Name: NOT FOR EXECUTION _____
Title: _____
Date: _____

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

MEETING DATE: June 22nd 2015

AGENDA ITEM # 6-A

ITEM: Special Event – Recycling at the 2015 WSAF

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the contract for Schupan recycling for recycling management during the 2015 Wyandotte Street Art Fair, July 8th – 11th. We have confidence that this service will add organization to the fair and fill a need for patrons and participants.

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

ACTION REQUESTED: It is requested the City Council concur with the recommendation of the Special Event Coordinator and support the contract for the 2015 Wyandotte Street Art Fair. Please consider authorization of this contract by Mayor Peterson and the City Clerk, Mr. Griggs.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF Expense Account – 285-225-925-730-860

\$1100.00

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shupdal*

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

MAYOR'S RECOMMENDATION: *JP*

LIST OF ATTACHMENTS

Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 22nd 2015

RESOLUTION by Councilman _____

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

Event Coordinator, to approve of the contract for Schupan Recycling for the event to be held July 8th through the 11th 2015.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec



Events Recycling Contract

Event Name	Wyandotte Street Art Fair	Client	Wyandotte Recreation, Leisure and Culture Department
Event Dates	Start Date: 07/08/2016	End Date: 07/11/2015	Number of Days: 4
Drop-off time:		Pick-up time:	
Contact First Name	Heether	Contact Last Name	Thiede
Contact Email	hthiede@wyandotte.org	Contact Phone	734-324-4502

Schupan-Managed Recycling

Delivery and pick-up of our truck and trailer for storage of material on-site

<input type="checkbox"/> • Trailer \$275.00 per 24 hours.	<input type="checkbox"/> • Full-sized truck \$275.00	Cost \$0.00
• Other: \$0.00		

Customer-Managed Recycling **Please note: Does not include labor for collection*

Delivery and pick-up of our truck and trailer for storage of material on-site

<input type="checkbox"/> • Trailer: \$275.00 per 24 hours.	<input type="checkbox"/> • Full-sized truck: \$275.00	Cost \$0.00
• Other: \$0.00		

Value-added Services

Containers and bags for the collection of:

	Quantity	Cost each	Total
• Beverage containers	0	\$0.00	\$0.00
• Cardboard	0	\$0.00	\$0.00
• Plastic shrink wrap	0	\$0.00	\$0.00
• Glass	0	\$0.00	\$0.00
• Labor to collect and consolidate material, using local service groups raising funds for their organizations.			\$1,100.00
• Coordination of trash services			\$0.00
• Organics collection in food vendor area	0	\$22.00	\$0.00
• Volunteers and training for implementing an incentive-based program to encourage participation			\$0.00
• Extra supply of bags for beverage container collection bins	0	\$26.00	\$0.00
Options for one-day running events include:			
• Trough system to collect cups throughout the race route	0	\$50.00	\$0.00
• Recyclable cups - Number	0	\$0.00	\$0.00

Event Marketing and Branding Services

• Bin top signage	0	\$20.00	\$0.00
• Customized bin labeling	0	\$0.00	\$0.00
• Post-event reporting			\$0.00
Grand total			\$1,100.00

Date of Contract: 5/20/2015

Accepted by: _____



Events Recycling Contract

This proposal is valid for 30 days from the date on the reverse side.

Client may NOT alter or improve the recycling containers, lids, trailers or any Schupan Equipment without the prior written consent of SCHUPAN.

In the event recycling containers are damaged, CLIENT will be charged \$0.00 per recycling container.

CLIENT will pay for all damaged recycling containers and/or recycling lids within 30 days. In event trailer(s) are damaged, CLIENT will be charged cost of repair/restorations. Payment will be due 30 days after repair/restoration is completed.

Whereas SCHUPAN is in the business of recycling plastic and aluminum used beverage containers ("UBC"), SCHUPAN will own (take title to) all UBC recycled during the Term of this Agreement in recycling containers or trailers, whether leased or owned by CLIENT.

All UBC under this agreement will be recycled in accordance with local, state and federal laws, rules and regulations by SCHUPAN.

CLIENT will pay 50% deposit at time of contract signing, with the remaining balance due on or before date of delivery. Driver WILL NOT accept any form of payment other than check payment.

No services will be rendered if total event cost is not PAID IN FULL on or before date of event.

Additional notes: Supply a service group to collect and manage recycling. July 8th Crew for 3 hours from 4pm- 7pm July 9th morning crew to clean up (3 hours) Crew for 3 hours from 4pm- 7pm July 10th morning crew to cleanup (3 hours) Crew for 3 hours from 4pm- 7pm July 11 morning crew to cleanup (3 hours) Crew from 8pm- 11 pm No crew needed on the 12th We are assuming that Waste Management will supply the containers, bags, initial container placement and a container to put the non-deposit material that is collected. The service group will own any and all deposit containers.hold harmless supplied by the City of Wyandotte. All crews will sign a

Total amount due \$1,100.00

Deposit due (50%) at time of contract signing \$550.00

Balance due on or before date of event \$550.00

Accepted by

Date

Please submit your payment to Schupan Recycling, 4820 Holtz Dr, Wixom, MI 48393

**CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION**

6-B

MEETING DATE: June 22nd 2015

AGENDA ITEM # _____

ITEM: Special Event Application – WSAF Entertainment Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Herewith, please find the entertainment contracts assembled and recommended by my office for the 2015 Wyandotte Street Art Fair. *For details please see the below listing.*

Captain Ivory - \$600

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson or William Griggs, City Clerk to sign the attached contracts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 - \$600

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SDrupdal*

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

MAYOR'S RECOMMENDATION: *JP*

LIST OF ATTACHMENTS

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 22nd 2015

RESOLUTION by Councilman _____

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

A resolution to APPROVE the entertainment contract for the below bands for the 2015 Wyandotte Street Art Fair as outlined in the provided communication dated June 22nd 2015, to be paid from the Wyandotte Street Art Fair account 285.225.925.730.860. BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

Captain Ivory - \$600

I move the adoption of the foregoing resolution.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

Wyandotte Street Art Fair Entertainment Agreement

An agreement made this 16 day of June, 2015 between the City of Wyandotte and Robbie Bolog

Name of Musical Group: Captain Ivory

Name of Contact Person: Robbie Bolog

Contact Address: 2822 St. Edwards Dr., Nashville, TN 37211

Phone Number: 734-834-6824

Business ID Number: _____

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

Music Style: Rock & Soul

Number of Entertainers: 5

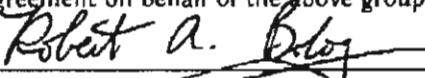
It is mutually agreed between the parties that Robbie Bolog (name of contact on the w-9 receiving the check) will furnish 2 hours Entertainment _____ for the Wyandotte Street Art Fair on: July 9th from 5-7:30 pm
The price for this engagement is \$600

Deposit: City agrees to reserve date with a _____. If no deposit is required, please specify here if not required _____

If performers fail to appear and perform as agreed upon, performance fee will not be paid and deposit fee (if any) shall be returned to the City of Wyandotte. If the City of Wyandotte must file legal proceedings to enforce any provision of this agreement, the undersigned shall be responsible to reimburse the City of Wyandotte's costs and reasonable attorney fees.

This engagement will be held outside. The City of Wyandotte agrees to allow the vendor to market CD's during the performance within the entertainment area with 20 feet of the stage.

The undersigned agrees to abide by the City of Wyandotte Ordinance and holds the City of Wyandotte harmless for any and all claims of liability or injury or property damage that may result from activities or actions by performers or staff for _____ and agrees to indemnify the City of Wyandotte from all liabilities and claims whatever for injury (including death) to persons and damage to property resulting from performers routine while at the event or resulting from setup and take-down of musical equipment while at the location of the event. The undersigned represents that he/she has the legal authority to sign this agreement on behalf of the above group.


Signature of Entertainment Representative
Date 06 / 16 / 2015

Signature of City Representative
Date _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

6-c

MEETING DATE: June 22nd 2015

AGENDA ITEM # _____

ITEM: 2015 WSAF Clean Up Contract

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you know the Special Event staff is in the process of planning our city events for 2015. In light of this, attached, please review a contract for Wyandotte Music Booster to operate as a clean-up crew during the 2015 Wyandotte Street Art Fair. This cost will be paid from the WSAF Expense Account.

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

ACTION REQUESTED: We feel that the Music Boosters will once again provide excellent service and request your support of this contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

WSAF - \$4,250

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *SD Rydall*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: *JAT*

LIST OF ATTACHMENTS:

2015 Clean Up Agreement

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 22nd 2015

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the contract between the Wyandotte Music Boosters to provide a cleanup crew for the 2015 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen_____

Supported by Councilman_____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
	Fricke	
	Galeski	
	Miciura	
	Sabuda	
	Schultz	
	Stec	

**CITY OF WYANDOTTE
WYANDOTTE STREET ART FAIR
JULY 8TH – 11TH 2015
AGREEMENT WITH WYANDOTTE MUSIC BOOSTERS**

The Wyandotte Street Art Fair enters into an agreement with Wyandotte Music Boosters ("Boosters") to operate as clean-up crew during and after the Wyandotte Street Art Fair – July 9th thru 12, 2014.

- The Boosters will empty trash barrels, sweep the art fair grounds, pick up debris, replenish toilet paper in porta johns, clear vendors trash. (Vomit will be cleaned and contained by the city)
- The Boosters will provide sufficient staffing to keep the art fair grounds in a clean condition each day of the fair.
- The Boosters agree to hold the City of Wyandotte harmless from any claims that may arise from their participation in the clean up.
- The Boosters will provide the City of Wyandotte with a complete staffing schedule prior to the event.
- The City will provide a check in the amount of \$4,250 within 30 days of completion of the art fair.
- The Boosters are responsible to provided adequate supervision of any minors who participate in the clean up.
- The City will purchase t-shirts for Boosters staff for the 2015 WSAF
- The boundaries of the Street Fair as listed by the City of Wyandotte include; all of Biddle from Eureka to Oak, First Street from Elm to Oak, Sycamore, Maple, and Elm from alley to alley, and the music/beer area at the foot of Elm St. This is the area designated to be cleaned.
- The City will provide the following clean up items to the Boosters: Brooms, dustpans, wagons, trash bags, gloves, toilet paper, paper towel, sanitizing gel/wipes.
- The amount of cleaning items needed to maintain the Street Fair for its duration will be agreed upon between the city and the boosters based on the usage of the previous years.
- The City will provide two 20 amp circuits for electrical necessities for maintaining the efficiency of cleaning staff.
- The beer booths will be cleaned by the organizations responsible for the booth.
- The Boosters will wear colorful shirts during the fair identifying them.

City of Wyandotte:

Date: _____

Joseph R. Peterson, Mayor

Date: _____

William R. Griggs, City Clerk

Wyandotte Music Boosters

Date: _____

By:

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 22, 2015

AGENDA ITEM # 7

ITEM: Possible Closure of St. Johns Street at the Railroad

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: Attached is a communication from the Labadie Park Condominium Association and Condominium Developer requesting the closure of the railroad crossing at St. Johns and the Railroad. Michigan Department of Transportation (MDOT) has a program as described below:

“In accordance with relevant state and federal laws, MDOT offers cash incentive payments to road agencies who elect to permanently close roads at the location of active railroad crossings. State incentive payments typically range from \$50,000 to \$150,000 per roadway closure. In order to receive an award, road agencies must provide documentation of current traffic counts and pass an official resolution to permanently abandon the roadway and prohibit all future vehicle use. Federal matching incentives up to \$7500 per crossing may be available if a railroad company chooses to offer a closure award and the road agency opts to use the railroad incentive payment for a transportation purpose”.

I recommend a public hearing be scheduled to determine whether or not to consider closing this railroad crossing.

STRATEGIC PLAN/GOALS: Committed to enhancing the community’s quality of life by fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas; ensuring that all new developments will be planned and designed consistent with the city’s historic and visual standards; have a minimum impact on natural areas; and, have a positive impact on surrounding areas and neighborhoods; promoting the finest in design, amenities and associated infra-structure improvements in all new developments.

ACTION REQUESTED: Hold a public hearing to provide the public an opportunity to voice their opinion regarding this closure. Invite the MDOT Representative to the public hearing to include literature and presentation to answer questions that may arise regarding a closure.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: potential one-time increase of revenue to Major Street fund of \$150,000 account #202-000-600-060

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR’S RECOMMENDATION:

LEGAL COUNSEL’S RECOMMENDATION:

MAYOR’S RECOMMENDATION:

LIST OF ATTACHMENTS: Letter from Labadie Park Neighborhood Condominium Association and Condominium Developer

LABADIE PARK CONDOMINIUM ASSOCIATION
Wyandotte, MI 48192

Mr. Mark Kowalewski
Engineer, City of Wyandotte
3200 Biddle Avenue, Suite 100
Wyandotte, MI 48192

Re: Labadie Park Community Subdivision

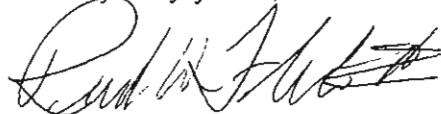
Dear Mr. Kowalewski:

At our Board Meeting on June 3, 2015, the Board unanimously agreed that the closing of the railroad crossing at St. Johns was in the community's best interest. We the Board, hereby request the City of consider the changed conceptual site plan for Labadie Park, as previously submitted by Anthony J. Deluca of MJC Companies. The change includes closing the railroad crossing at St. Johns Street and installing a new berm along the railroad to close off the site to the rail lines.

We understand that if the road closure is acceptable, plans will need to be submitted to the City for review under the Planned Development (PD) section of the zoning ordinance.

Please let us know what we can do to further this request with the City. Your assistance in this regard is greatly appreciated.

Very truly yours,



RICK FLETKE, President
Labadie Park Condominium Association

/lmr

In Concurrence:



MJC Labadie LLC
Assoc. Builder

Anthony J. DeLuca 6.8.2015

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 22, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED THAT COUNCIL concurs with the request of Labadie Park condominium Association and Developer to consider closing the railroad crossing at St. Johns Street and recommendation of the City Engineer regarding scheduling a Public Hearing to provide the public an opportunity to voice their opinion; AND

BE IT FURTHER RESOLVED that Council will schedule said hearing for Monday, July 27, 2015, at 7:00 p.m.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8

MEETING DATE: June 22, 2015

AGENDA ITEM # _____

ITEM: Close Alley - South of Davis Street between 22nd and 23rd Street

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 6-16-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City Council approved the alley south of Davis Street to be closed to thru traffic and the installation of barricades on February 9, 2015. The Engineering Department has received a request from property owners at 2211 Davis, 1840 22nd Street and 2221 Davis requesting an additional barricade in the alley north-south between 22nd and 23rd Street, see enclosed drawing. There are no utility structures or poles that would not be accessible from either side of a barricade, and the north/south "T" alley parallel to 23rd and 22nd would be assessable from 22nd and at the south end from the alley north of Ford Ave.

STRATEGIC PLAN/GOALS: This proposal to close the alley is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure

ACTION REQUESTED: Approve the closing of the alley and authorize the installation of a barricade

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Cost of providing and installing a barricade would be paid for from DPS Funds.

IMPLEMENTATION PLAN: The Department of Public Service will install the barricade as requested by petitioners.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Support*

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Map of Area, Council Resolution of February 9, 2015 and Request to add a barricade

MODEL RESOLUTION:

James R. Carr
2211 Davis Street
Wyandotte, Michigan 48192

June 12, 2015


Mark A Kowalewski
City Engineer
Suite 200
3200 Biddle Ave.
Wyandotte, Michigan

RE: Closing the alley between 23rd and 22nd Streets on the South side of Davis Street.

Sir:

We, the undersigned, are requesting closure of the remaining part of the ally between 23rd and 22nd Streets on the South side of Davis Street, from the intersection of the North-South ally (between 22nd and 23rd) to 22nd Street.

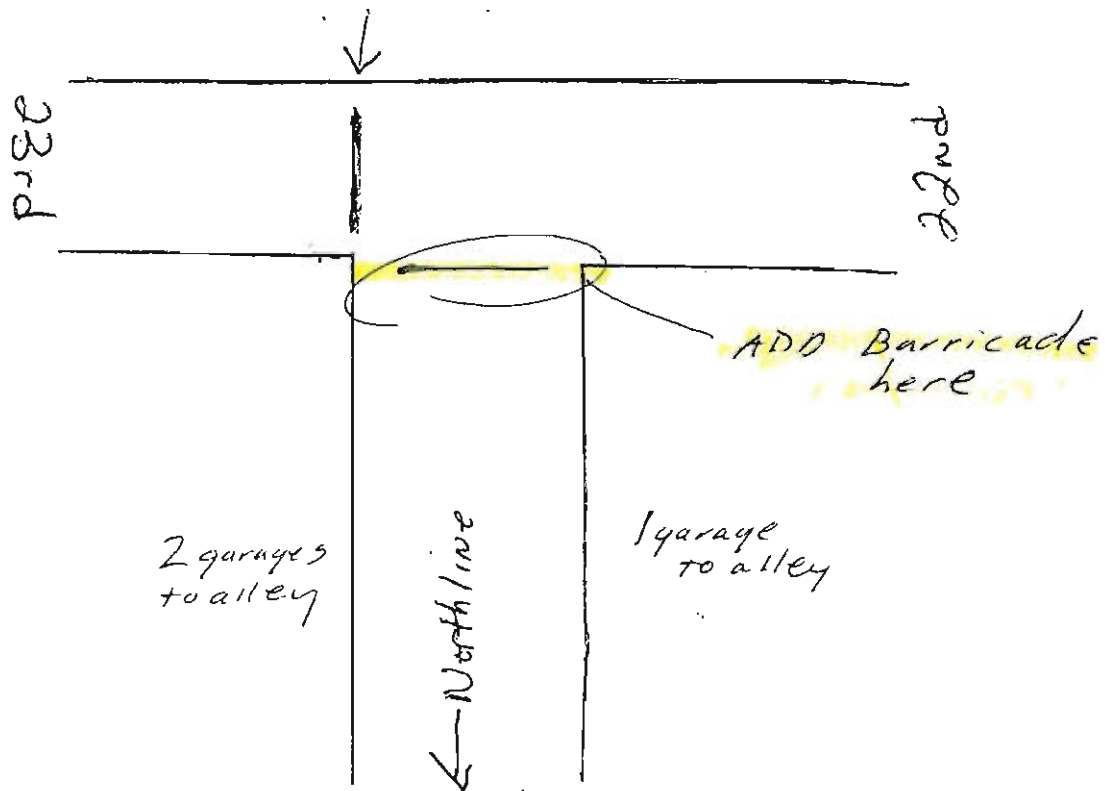
Your attention in this matter will be greatly appreciated.


James R. Carr; 2211 Davis St.
David McTaggart; 1840 22nd St.
Fanny J. Mickel / Michael Michel; 2221 Davis St.

N ↑

DAVIS

Current position of barricade



OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

February 10, 2015

RESOLUTION

Mark A. Kowalewski
City Engineer
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Lawrence S. Stec
Supported by Councilwoman Sheri M. Fricke

RESOLVED by the City Council that the communication and recommendation from the City Engineer relative to the request to barricade the alley is received and placed on file. FURTHER, the request of Jeri Lynn Schuchert and James Prizza, 1835-23rd Street is hereby APPROVED and the alley south of Davis Street between 23rd Street and 22nd Street is hereby closed to thru traffic. Further, the DPS will install a barricade in the alley in line with the extension of the rear property line of 1835-23rd and place a "Closed Alley" sign at the entrance to the alley at 23rd Street.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz 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 February 9, 2015.

William R. Griggs
William R. Griggs
City Clerk

CC: Department of Public Service, Municipal Service, Police, Fire

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 22, 2015

RESOLUTION by Councilperson_____

BE IT RESOLVED by the Mayor and City Council concurs with the recommendation of the City Engineer to close the alley between 22nd and 23rd Street on the south side of Davis; AND

BE IT FURTHER RESOLVED that the Department of Public Service is authorized to place a barricade in the alley as indicated on the drawing.

I move the adoption of the foregoing resolution.

MOTION by Councilperson_____

Supported by Councilperson_____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 22, 2015

AGENDA ITEM # 9

ITEM: Contract Amendment to File #4519 Solid Waste Collection Program

PRESENTER: Mark A. Kowalewski, City Engineer *Mark Kowalewski 6-17-15*

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The City's Dumpster Program utilizes rear load dumpsters, with sizes of 2, 3 and 4 cubic yards. The business owners' purchase the dumpsters and the City services the dumpsters via our contract with Waste Management (WM). Appropriate fees are charged based on usage and number of pick-ups per week. The parking lots at Oak Street and Van Alstyne and Oak Street and 1st Street are having new dumpster enclosures constructed at these locations. Rather than sizing the dumpster enclosures to accommodate four (4) to five (5) rear load dumpsters, the enclosures have been sized to accommodate an eight (8) cubic yard front loading slant dumpster for solid waste and up to an eight (8) cubic yard front loading slant dumpster for corrugated cardboard. The smaller foot print of the eight (8) cubic yard dumpsters (see attached diagram) has saved significant cost by constructing smaller dumpster enclosures. Affected businesses have been notified of this upcoming change and will be provided access to the enclosure with an access code.

Therefore, the Department of Engineer has met with WM to amend their 2010-2017 Solid Waste Collection Program File #4519 to allow for the change in dumpster service for the new dumpster enclosures being constructed at these locations. This change will increase the monthly payments to WM by a maximum of \$480.00./month.

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

ACTION REQUESTED: Approve Contract Amendment

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 290-448-825-470, no change in the budget as dumpsters are invoiced to the business owners.

IMPLEMENTATION PLAN: Execute Contract Amendment

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *S. Ayres*

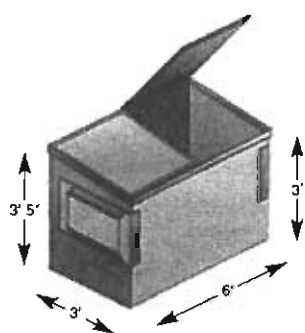
LEGAL COUNSEL'S RECOMMENDATION: *Reviewed Contract Amendment w/ Look*

MAYOR'S RECOMMENDATION:

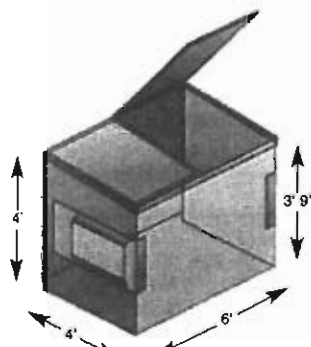
Joseph R. Peterson

LIST OF ATTACHMENTS: Diagram of dumpster and Contract Amendment

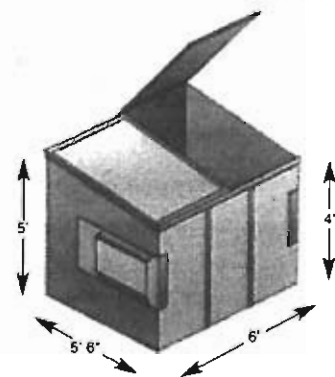
COMMERCIAL CONTAINERS



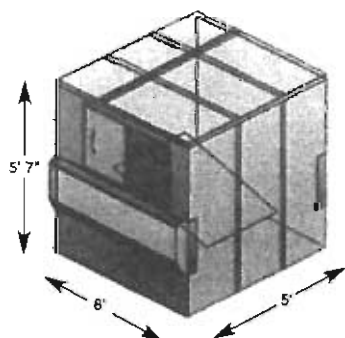
2-Yard Bin



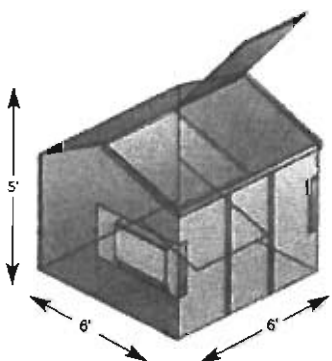
3-Yard Bin



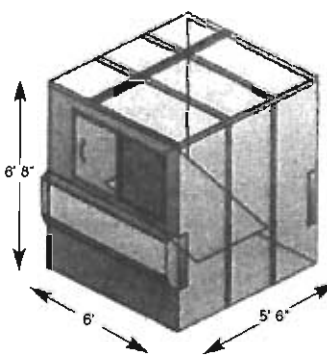
4-Yard Bin



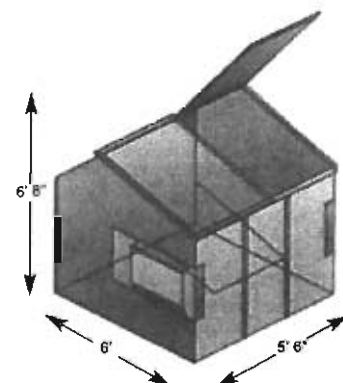
6-Yard Bin



6-Yard Slant Bin

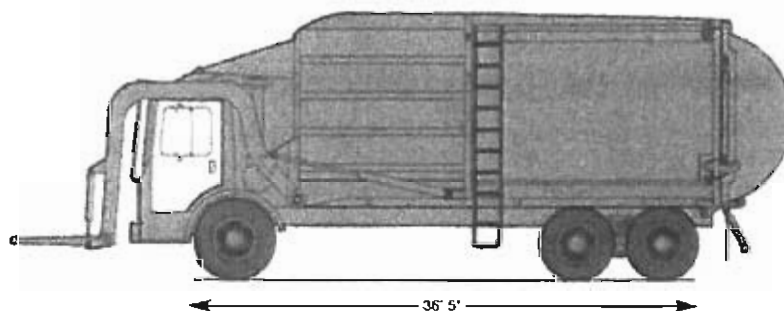


8-Yard Bin



8-Yard Slant Bin

COMMERCIAL TRUCKS



Front-End Loading Truck

**AMENDMENT TO CONTRACT
FILE #4519 SOLID WASTE COLLECTION PROGRAM
IN THE CITY OF WYANDOTTE**

ARTICLES OF AGREEMENT, made and entered into this _____ day of June, 2015, by and between the CITY OF WYANDOTTE, party of the first part, and WASTE MANAGEMENT OF MICHIGAN, INC., Wixom, County of Oakland, State of Michigan, party of the second part, to-wit:

1. To this Contract dated October 18, 2010, shall be added the following:

Oak Street and Van Alstyne Parking Lot:

Provide eight (8) c.y. front load slant dumpster and provide service as follows:

2 times per week pick-up monthly charge of \$200.00

3 times per week pick-up monthly charge of \$240.00

Oak Street and 1st Street Parking Lot:

Provide eight (8) c.y. front load slant dumpster and provide service as follows:

2 times per week pick-up monthly charge of \$200.00

3 times per week pick-up monthly charge of \$240.00

2. This Contract shall be increased by the a maximum amount of \$480.00/month.
3. Start date for this additional work shall be July 1, 2015.
4. The unit prices and contract conditions will remain the same as in the original contract.

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

PARTY OF THE FIRST PART

CITY OF WYANDOTTE

Joseph R. Peterson, Mayor

William R. Griggs, City Clerk

PARTY OF THE SECOND PART

WASTE MANAGEMENT OF MICHIGAN, INC.

Bruce J. Mary, Public Sector Solutions

Jeanne Gyzmanski
WITNESS

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 22, 2015

RESOLUTION by Councilperson_____

BE IT RESOLVED that Council approves the Amendment to the Contract, File #4519 Solid Waste collection Program in the City of Wyandotte as presented; AND

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the Amendment to the Contract, File #4519 Solid Waste collection Program in the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson_____

Supported by Councilperson_____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 22nd, 2015

AGENDA ITEM #

10

ITEM: Tree Planting for Grove Street Greenbelt

PRESENTER: Mark Kowalewski, City Engineer

Mark Kowalewski - 6-17-15

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski, City Engineer

BACKGROUND: The tree planting area is located North of Grove Street and East of 8th Street and is intended to replace damaged trees and add trees to help prevent vehicles from entering the greenbelt. This proposal is to plant fifteen (15) White Fir, seven (7) Norway Spruce and ten (10) Red Maple trees. These trees will be planted with revenue received from the DuPont Settlement. See the attached cost summary sheet.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by fostering the maintenance and development of stable and vibrant neighborhoods.

ACTION REQUESTED: The undersigned recommends extending the contract for Lodi Farms Ltd., Ann Arbor, Michigan, in the lump sum amount of (\$9,060.00) for the tree planting at Grove Street and east of 8th Street.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account # 101-000-257-098

IMPLEMENTATION PLAN: Execute contract and renovate site.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION:

Support

LEGAL COUNSEL'S RECOMMENDATION:

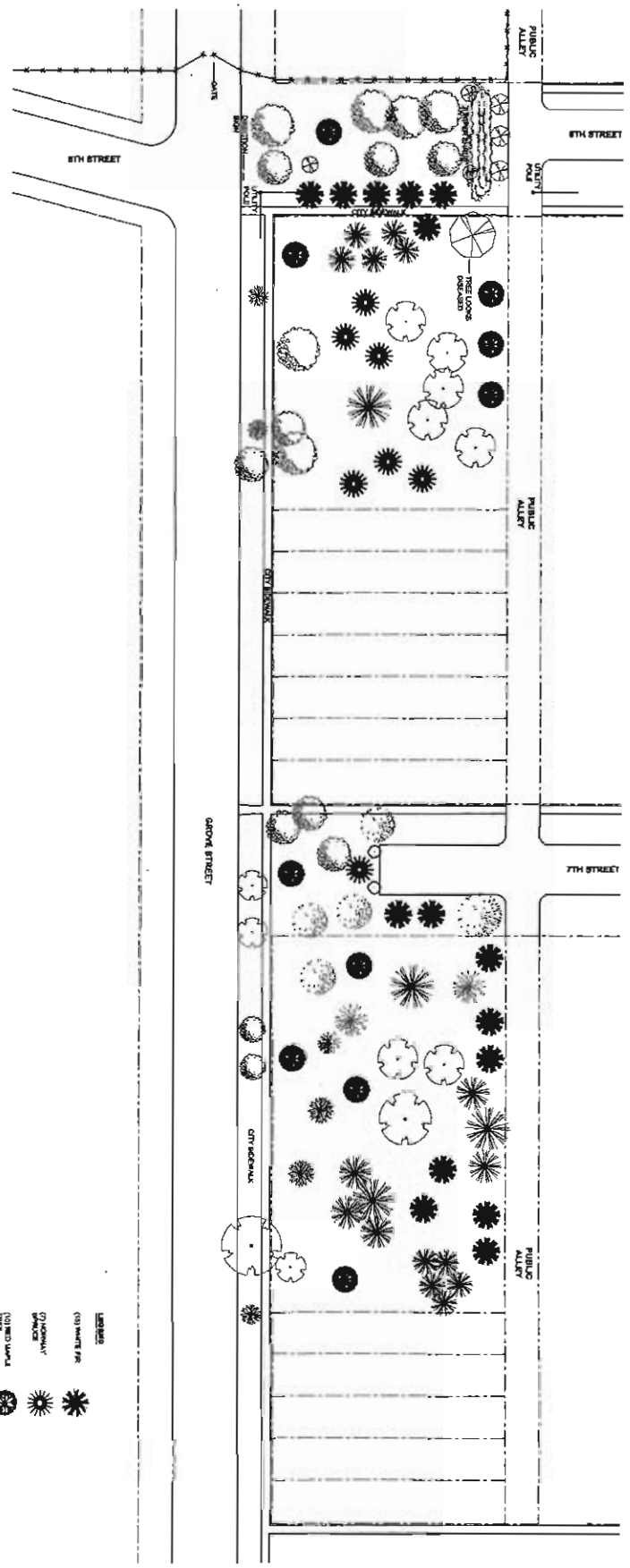
W Fork

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Tree planting layout, cost summary sheet

GROVE - 7TH STREET TO 8TH STREET
1:200'



- LEGEND**
- (S) WHITE PINE
 - (D) DOUGLASS' SPRUCE
 - (H) HORNED LARVA
 - (T) TREE

3 WORKING DAYS!
BEFORE YOU DIG
CALL MISS DG
1-800-482-7771
(Toll Free) or in MI (248) 482-7771

Cost Summary to Provide Labor and Material for Tree Planting:

Lodi Farms Ltd., Ann Arbor Mi.

Item	Species	Size	Quantity	Cost/ea	Total
1	White Fir	6-7'	15	\$200.00	\$3,000.00
2	Norway Spruce	6-7'	7	\$180.00	\$1,260.00
3	Red Maple	2-2.5"	10	\$220.00	\$2,200.00
4	Labor		1	\$2,600.00	\$2,600.00
Grand Total					\$9,060.00

Margolis Companies, Ypsilanti Mi.

Item	Species	Size	Quantity	Cost/ea	Total
1	White Fir	6-7'	15	\$286.00	\$4,290.00
2	Norway Spruce	6-7'	7	\$250.00	\$1,750.00
3	Red Maple	2-2.5"	10	\$375.00	\$3,750.00
Grand Total					\$9,790.00

Marine City Nursery, China Township, Mi.

Item	Species	Size	Quantity	Cost/ea	Total
1	White Fir	6-7'	15	\$370.00	\$5,550.00
2	Norway Spruce	6-7'	7	\$370.00	\$2,590.00
3	Red Maple	2-2.5"	10	\$325.00	\$3,250.00
Grand Total					\$11,390.00

Floral City Tree Service, Monroe, Mi.

Item	Species	Size	Quantity	Cost/ea	Total
1	White Fir	6-7'	15	\$702.00	\$10,530.00
2	Norway Spruce	6-7'	7	\$519.00	\$3,633.00
3	Red Maple	2-2.5"	10	\$750.00	\$7,500.00
Grand Total					\$21,663.00

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 22nd, 2015

RESOLUTION by Councilman _____

BE IT RESOLVED by the City Council that Council Concurs with the Wyandotte City Engineer in the following resolution;

To award the contract for Tree Planting to Lodi Farms Ltd., Ann Arbor, MI, in the amount of \$9,060.00 from account # 101-000-257-098.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura, Jr.
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 2, 2015

AGENDA ITEM #

11

ITEM: Repairs to the home at 2769 22nd

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 6-2-15

BACKGROUND: This contract was held in abeyance at the March 30, 2015, Council meeting. The attached contract has been entered into by the homeowner, Craig McCardell, and the Contractor, Bob Nevalo of Nevalo Construction, to make Phase 1 repairs to the home.

STRATEGIC PLAN/GOALS: Committed to maintaining and developing excellent neighborhoods by: Matching tools and efforts to the conditions in city neighborhoods; tracking infrastructure conditions in all neighborhoods. The city will work to establish and sustain the quality of street lighting, sidewalks, curbs, gutters and pavement. Continuing neighborhood renewal projects, where needed, in order to revitalize structures and infrastructures in residential and commercial areas.

ACTION REQUESTED: Approve the cost of Phase # 1 repairs to his home of \$13,800.00 utilizing the contract between Craig McCardell homeowner and the Contractor Bob Nevalo of Nevalo Construction.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Account No. 590-200-926-310.

IMPLEMENTATION PLAN: Once approved, NEVALO CONSTRUCTION CO. will perform this work for Phase # 1.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *McCardell*

LEGAL COUNSEL'S RECOMMENDATION: N/A

Reviewed Agreements

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS : Council Resolution and Agenda of March 30, 2015; Signed contract between Craig McCardell homeowner and Bob Nevalo of Nevalo Construction.

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



JOSEPH PETERSON
MAYOR

COUNCIL

Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

March 31, 2015

RESOLUTION


Mark A. Kowalewski
City Engineer
3200 Biddle Avenue
Wyandotte, Michigan 48192

By Councilman Donald C. Schultz
Supported by Councilman Leonard Sabuda

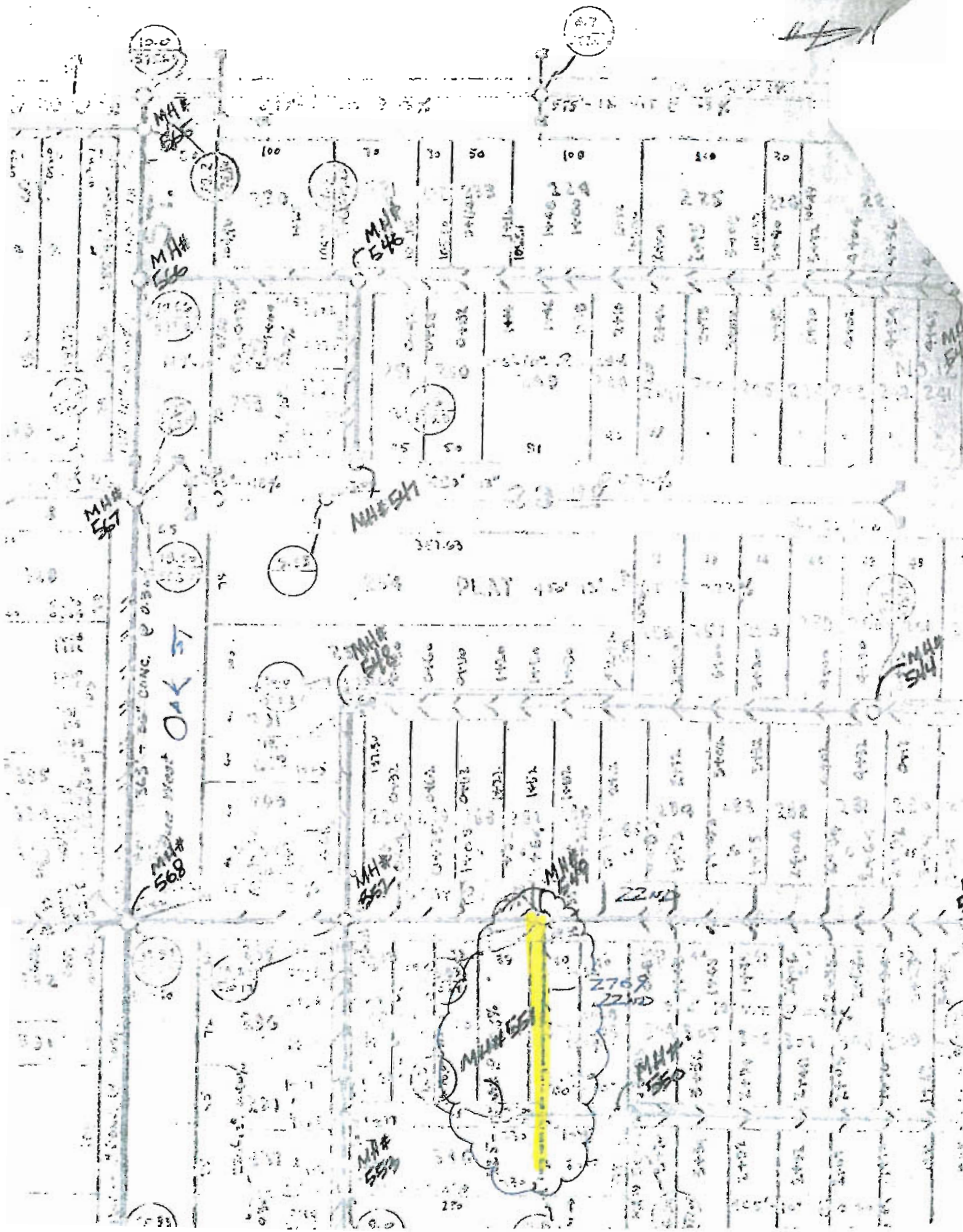
RESOLVED by the City Council that the recommendation of the City Engineer to accept the contract from NEVALO CONSTRUCTION COMPANY in the amount of \$13,800.00 to perform the Phase # 1 repairs to the home at 2769-22nd from account # 590-200-926-310 is hereby held on abeyance for two (2) weeks (April 13, 2015).

MOTION UNANIMOUSLY CARRIED
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 March 30, 2015.


William R. Griggs
City Clerk

CC: City Administrator



<u>Bidder</u>	<u>City</u>	<u>Amount</u>
1 Nevalo Construction	Wyandotte	\$13,800.00
2 Jay Sea Construction	South Rockwood	\$14,800.00
3 All Pro Improvement	Wyandotte	\$15,900.00

734 ~~2859102~~
231 6702


CONTRACT

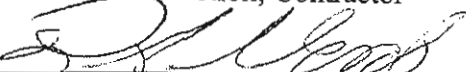
This agreement entered into this ^{May} 13th day of April, 2015, between Nevalo Construction (Contractor) and *Craig McCardell* ("Owners") concerning work to be performed at 2769 22nd Street, Wyandotte, Michigan.

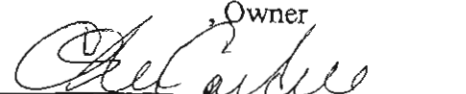
The parties agree as follows:

- 1) Contractor shall perform the repairs, labor, and furnish the materials as specified in the attached work specifications for the total price of Thirteen Thousand Eight Hundred and 00/100 Dollars (\$13,800.00). The City of Wyandotte ("City") shall pay the contract price of \$13,800 to Contractor upon satisfactory completion of all the work required under the terms of this contract.
- 2) All work shall be completed no later than *SEPTEMBER 1st*, 2015. Contractor is required to obtain all required permits and inspection approvals. Contractor shall provide Owner with all installation standards prior to commencing the work.
- 3) Contractor acknowledges the following requirements are to be completed:
 - a. Contractor's work is subject to City inspection at any time.
 - b. Upon final completion, Contractor shall provide to Owner and the City a sworn statement and all full unconditional waivers.
 - c. Contractor is responsible to obtain final permit approvals from the City.
 - d. The sum of Twenty (\$20.00) Dollars shall be charged as liquidated damages for each day beyond the completion date of *SEPTEMBER 1st 2015* that the work remains incomplete and said liquidated damages shall be deducted from the final payment.

- e. In the event Contractor has not satisfactorily completed all work within the due date, then Contractor is required to meet with Owner and obtain an extension agreed to in writing by the Owner. If the parties do not agree to a written extension, then Owner reserves the right to hire a second contractor to complete the work required by this contract and the costs incurred by the Owner from the second contractor shall be deducted from the original contract price.
- f. All work performed shall comply with all applicable codes and ordinances including MRC 2009.
- g. Contractor shall submit at the time of obtaining the City permit proof of workman's compensation coverage and liability insurance. Contractor agrees to hold City harmless from all claims resulting from Contractor's performance or non-performance under this contract.
- h. All work performed by Contractor is warranted for Eighteen (18) months from the date of final acceptance of the work.
- i. Contractor is required to perform all work in a workmanlike manner and to keep the premises clean during its performance of the work.
- j. Contractor must comply with all applicable federal and state regulations.


Nevalo Construction, Contractor


Owner


Craig McCordell, Owner 5/13/15

Attachment to Contract: work specifications

PROPOSAL

NEVALO CONSTRUCTION CO.

Wyandotte, MI

(734) 282-4551

Specializing in

Cement • Brick • Block

Residential • Commercial • Industrial

DATE: 2-25-15

TO: _____

JOB ADDRESS: 2769 22nd St

Wyandotte MI 48192

TELEPHONE: (____) _____ CELL: (____) _____

DESCRIPTION OF WORK TO BE DONE:

Demo + Remove 30' of interior Basement wall

Remove + Haul carpet

Tarp off work areas in Basement

HVAC Ducts - Doorways - Hallways

saw out + Remove 15' x 24' x 4" Basement floor

Remove excess Flowable Fill - compact to 4"

install new adjustable stanchion posts

on two existing footings - level Beam

Pour New 15' x 24' x 4" concrete floor - 6 Bag mix

Clean up

Haul away any excess Debris

• COST OF PERMITS ARE INCLUDED.

We Propose to furnish material and labor - complete in accordance with the above specifications, for the sum of:

Thirteen thousand eight hundred dollars (\$13,800.00)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workmen's Compensation Insurance.

This proposal can be withdrawn if not accepted within 30 days.

Signature

X

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature

Date of Acceptance _____

X

TOTAL COST: _____ LESS DEPOSIT: _____ BALANCE DUE: _____

DEPOSIT MUST BE AT LEAST 1/3 OF CONTRACT

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 8, 2015

22

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer to accept the contract from NEVALO CONSTRUCTION CO. for \$ 13,800.00 to perform the Phase # 1 repairs to the home at 2769 22nd Street from account no. 590-200-926-310.

I move the adoption of the foregoing resolution.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 22, 2015

AGENDA ITEM #

12

ITEM: Department of Engineering – Property Maintenance at 2136 Baumeys

PRESENTER: Lou Parker, Hearing Officer



INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer Lou Parker, Hearing Officer

BACKGROUND: Dwelling has been deemed unsafe, unsanitary and a public nuisance due to fire that occurred on February 1, 2015. Show Cause Hearing was held on April 29, 2015. The property was to be made secure and demolished by May 29, 2015, as directed by the Hearing Officer.

STRATEGIC PLAN/GOALS: We are committed to enhancing the community's quality of life by maintaining property values and eliminating blight.

ACTION REQUESTED: Adopt a resolution setting a public show cause hearing to determine if the property should be demolished.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Prepared resolution for Council to hold a Show Cause Hearing to allow any and all interested parties to show cause why the City Council should not order the property demolished.

DEPARTMENT RECOMMENDATION: As noted in the Show Cause Hearings minutes.

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:



MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS: Letter dated February 4, 2015; May 5, 2015 and Show Cause Hearing minutes dated April 29, 2015

MODEL RESOLUTION: Attached.

OFFICIALS

William R. Griggs
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas R. Woodruff
CITY ASSESSOR



5-29-15
Gregory Mayhew

MAYOR
Joseph R. Peterson

COUNCIL
Sheri Sutherby Fricke
Daniel E. Galeski
Ted Miciura, Jr.
Leonard T. Sabuda
Donald C. Schultz
Lawrence S. Stec

MARK A. KOWALEWSKI, P.E.
CITY ENGINEER

May 5, 2015

CERTIFIED MAIL
FIRST CLASS MAIL

Carolyn Barbour
16028 Whippoorwill Court
Manchester, MI 48158

RE: 2136 Baumeys

Please find enclosed a copy of the minutes from the April 29, 2015, Show Cause Hearing regarding the above described address.

Please note that structure must be made secure and demolished by May 29, 2015, or the matter will be referred to Council for demolition.

If you have any questions regarding this matter, please contact the undersigned.

Very truly yours,

Gregory J. Mayhew
Assistant City Engineer
Enclosure: April 29, 2015, Show Cause Hearing minutes.

Leonard Janicki
14905 Overbrook, Apt. #105
Southgate, MI 48195

Dave Fisher
EW Smith Insurance
1717 Fort Street
Wyandotte, MI 48192

Gary Matkovich
Charles L. Pugh Co., Inc.
24241 John R.
Hazel Park, MI 48030

Bernie Moss
Charles L. Pugh Co., Inc.
24241 John R.
Hazel Park, MI 48030



PRESENT: Mark Kowalewski, City Engineer
Gregory J. Mayhew, Assistant City Engineer
Lou Parker, Hearing Officer
Leonard Janicki, Co-owner
Bernie Moss, Charles L. Pugh Co., Inc.
Gary Matkovich, Charles L. Pugh Co., Inc.
Peggy Green, Secretary

The Hearing was called to order at 8:30 a.m. by Mark Kowalewski, City Engineer.

Mr. Kowalewski asked who Carolyn Barbour was. Mr. Janicki replied that was his mother. Mr. Kowalewski asked if they were both the owners. Mr. Janicki replied yes. Mr. Kowalewski asked if they both lived at the house. Mr. Janicki replied yes (before the fire) and added that currently his mother is staying with his sister. Mr. Janicki gave his address and the address where his mother is staying for the record.

Mr. Kowalewski asked if there was insurance on the dwelling. Mr. Janicki replied yes. Mr. Kowalewski asked the insurance company. Mr. Janicki replied Auto Owners, E.W. Smith, and the agent is Dave Fisher. Mr. Kowalewski asked if the insurance company has made the 10% escrow deposit with the City yet. (It appears that check #300522215 has been received by Kelly Roberts). Mr. Moss replied that the insurance company has not settled with the property owner. Mr. Matkovich stated that the estimate is being completed, and the total loss content inventory. Mr. Matkovich added that there is no question that the house needs to be demolished, they just need time to complete the estimate and negotiate with insurance company.

Mr. Kowalewski commented that the fire was February 1, 2015. Mr. Matkovich stated that the inventory had been frozen solid. Mr. Kowalewski asked when will the inventory be finished. Mr. Matkovich replied last week, and they can now move on to complete their estimate.

Mr. Mayhew asked about the roll off dumpsters that had been filled up. Mr. Matkovich stated that they had been removed. Mr. Mayhew stated that the contents of the house should have been thawed out well before last week. Mr. Matkovich stated that was the reason he was given by an independent contractor. Mr. Mayhew stated that with the roof gone, the snow probably built up inside the house and was slow to melt in the house.

Mr. Kowalewski commented that the house should have been demolished months ago.

Mr. Kowalewski asked if the investigation was for arson. Mr. Matkovich replied no, it was for content.

Mr. Parker stated that demolition needs to be started and the surrounding area cleared due to health and safety reasons. There is a lot of debris from the fire around the dwelling.

Mr. Matkovich stated that they will do that, however, they are asking for 60 additional days.

Mr. Kowalewski commented that with warmer weather, the house will start to smell.

Mr. Matkovich stated that they will get a permit.

Mr. Kowalewski stated that the gable end is unsupported. Mr. Matkovich stated he understands, they need to complete the negotiations with the insurance company. Mr. Moss stated that the dwelling will be removed to the foundation. Mr. Matkovich stated that they need time to finish negotiations, they will file with the DEQ, and do all necessary work for demolition.

Mr. Kowalewski stated that if Mr. Parker did grant the 60 additional days, and nothing was done, the whole process and time would be extended longer. Mr. Kowalewski suggested to Mr. Parker that he might consider giving them 30 days to demolish the property, if not done, then the matter will be referred to City Council for a hearing. Mr. Kowalewski added that he does not want this to linger on.

Mr. Kowalewski expressed concern again about the gable roof. Mr. Moss stated that they could knock it in. Mr. Matkovich stated that they will make it safe. Mr. Mayhew stated that the dwelling needs to be stabilized and the area cleaned up.

Mr. Parker stated that they have 30 days (May 29, 2015) to get a demolition permit and demolish the dwelling, if this is not done, then the matter will be referred to City Council for a public hearing. Mr. Parker added that the building is to be made secure so people cannot enter it.

Mr. Matkovich asked for 45 days, and added that they will do the right thing, they do not want to be in violation.

Mr. Kowalewski stated that after they go through the process stated by Mr. Parker, they will have almost 60 days. Mr. Matkovich asked for more time again. Mr. Parker confirmed 30 days (May 29, 2015).

Mr. Janicki discussed how it took awhile before they were even able to enter the house.

Cc:

Carolyn Barbour
16028 Whippoorwill Court.
Manchester, MI 48158

Leonard Janicki
14905 Overbrook, Apt. #105
Southgate, MI 48195

**Show Cause Hearing Minutes
2136 Baumey
April 29, 2015**

Page 3 of 3

Gary Matkovich
Charles L. Pugh Co., Inc.
24241 John R.
Hazel Park, MI 48030

Bernie Moss
Charles L. Pugh Co., Inc.
24241 John R.
Hazel Park, MI 48030

Dave Fisher
EW Smith Insurance
1717 Fort
Wyandotte, MI 48192

Meeting adjourned at 9:05 a.m.

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR



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

February 4, 2015

Ms. Carolyn Barbour
2136 Baume Street
Wyandotte, Michigan 48192

RE: Fire Damage
2136 Baume Street
Wyandotte, Michigan

Dear Ms. Barbour:

On February 4, 2015, the undersigned inspected the referenced structure to investigate the damage caused by a fire that occurred February 1, 2015. The following was observed.

The exterior siding and roof is damaged and burned. All windows and doors have been damaged. The front porch awning has been destroyed. Structural damage has occurred to ceiling/floor joists, wall headers, and wall studs from the kitchen to the living room. The roof has been destroyed and has partially collapsed into the first floor of the structure. Further, the fire resulted in considerable heat, smoke and water damage throughout the inside of the structure.

Be advised of the following section of the City of Wyandotte Property Maintenance Code:

PM-110.1 General: The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.



3/6/15

Some CONTRACTOR IN TO
TALK - PLAN TO REBUILD
ADVISED TO REQUEST SCH

4/6/15 215

CLEANING OUT DWELLING.

3/9/15

5/8/15
4/6/15

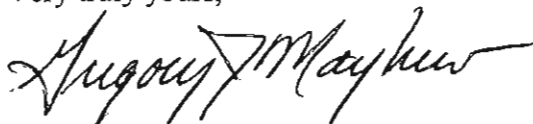
PM-110.5 Unreasonable repairs: Whenever the code official determines **that** the cost of such repairs would exceed 50 percent of the current value of such structure, **such** repairs shall be presumed unreasonable and it shall be presumed for the purpose of this **section** that such structure is a public nuisance which shall be ordered razed without option on the part of the owner to repair.

The undersigned hereby deems the dwelling at 2136 Baumeys unsafe and **unsanitary** and a public nuisance due to the above mentioned damages related to the fire that occurred on February 1, 2015. Further, the undersigned has determined that the cost of making **the** repairs necessary for the structure to be habitable would exceed 50 percent of the current value of the structure. Current value, based on the State Equalized Value of the property, which includes the fire damaged structure and another structure, is \$59,800.00. **Therefore, in accordance with Section PM-110.1 and Section PM-110.5 above, you are hereby ordered to raze and remove the dwelling with in thirty (30) days from the date of this letter.** You also have the right to seek modification or withdrawal of this notice by requesting that a Show Cause Hearing be held.

A permit will be required for the demolition of the structure. The permit can be obtained at the Department of Engineering and Building at the Wyandotte City Hall.

We are sorry for the loss that you and your family have suffered. If you **have** any questions, or wish to discuss how this Department may assist you, contact the undersigned at 734-324-4558, or by email at gmayhew@wyandotte.org.

Very truly yours,



Gregory J. Mayhew
Assistant City Engineer

Cc: Address File

Time File: March 9, 2015

The City Of Wyandotte

CODE REQUIREMENTS BUILDING INSPECTION CHECK LIST

Address 2136 BAUMEY
Occupancy SINGLE FAMILY
Apt. # _____

Date 2/4/15
Time 10:30 AM

FIRE INSPECTION

Rental ☐ Upon Sale ☐ REHAB ☐ Permit Required ☐

The following code calls are taken from City of Wyandotte Property Maintenance Code (PM), Zoning Ordinance (ZO) and Code of Ordinances (CO)

- Exterior**
1. ☐ () Foundation requires tuck-point / paint
 2. ☒ (X) Siding requires replace / repair / paint / permit required
 3. ☒ (X) Windows require repair / replace / paint / screens / reglaze / replace glass / storms / permit required
 4. ☒ (X) Doors require repair / replace / paint / screen / jambs: Front / Side / Rear
 5. ☒ (X) Fascia / soffit / overhang requires repair / replace / paint
 6. ☒ (X) Gutters / conductors require repair/replace/paint/downspouts disconnected
 7. ☒ (X) Roof requires repair / replace / permit required/ snow covered*
 8. ☐ () Snow covered-inspection could not be made *
 9. ☒ (X) Front porch requires repair / replace / paint / handrail / guardrail / stairs / tuck-point / permit required
PM304.10/304.11
 10. ☐ () Rear porch requires repair / replace / paint / handrail / guardrail / stairs / tuck-point / permit required
PM304.10/304.11
 11. ☐ () Brick walls require tuck-point
 12. ☒ (X) Awnings shall be maintained / painted / repaired/ snow covered*/replace
 13. ☐ () Remove double-keyed deadbolt on door. Front / Side / Rear
 14. ☐ ()
 15. ☐ ()
 16. ☐ ()
 17. ☐ ()
 18. ☐ () Pool; permit # _____, date approved _____, other _____
 19. ☐ () Building & Electrical permit(s) are required for the existing pool / hot tub or remove existing pool / hot tub
- Garage/ Shed**
20. ☐ () Siding requires repair / replace / paint / permit required
 21. ☐ () Roof requires repair / replace/permit required/ snow covered*
 22. ☐ () Snow covered-inspection could not be made *
 23. ☐ () Window requires repair / replace / paint / reglaze / permit required
 24. ☐ () Service / overhead door requires repair / replace / paint
 25. ☐ () Garage / shed requires permit / rat wall / proper location on lot/ permit required
 26. ☐ () Floor requires repair
- Yard**
27. ☒ (X) Required to be free from rubbish or garbage - YARD AROUND DWELLING CLUTTERED WITH FIRE DEBRIS.
 28. ☐ () Requires approved rubbish containers
 29. ☐ () Requires positive lot drainage
 30. ☐ () Requires insect and rat control
 31. ☐ () Pave, repair, or replace concrete driveway / approach / snow covered* / permit required
 32. ☐ () Replace City sidewalk _____ squares / snow covered* / permit required
 33. ☐ () Off street parking required to be paved - Add _____ spaces/ permit required (To be provided in side or rear yard)
 34. ☐ () Repair or replace rear walk / approach walk / side / snow covered*
 35. ☐ () Requires prevention of weeds
 36. ☐ () Wood storage - 18" off ground
 37. ☐ () Tree requires trimming/removal - dead tree/dead limbs/structural nuisance
 - 37A. ☐ () Tree requires trimming 10 feet from utility lines (Contact Municipal Services)

Code Calls
PM304.5/304.6
PM304.2/304.6

PM304.14/304.15
PM304.16
PM304.2/304.8/304.9
PM304.2/508.1/MDEQNPDES
PM304.7

PM304.1/304.4/304.6
PM304.9
PM702.11

PM304.2/304.6
PM304.7

PM304.14/304.15
PM304.16/304.2
PM303.5/303.7/ZO1803
PM303.3/303.7

PM306.1
PM306.2
PM303.2
PM303.5/307.1

PM303.3
PM303.3
ZO1804/CO35.46

PM 303.3
PM303.4
CO14.9
CR 10/16/06
CR 10/16/06

Contact: ENGINEERING DEPARTMENT @ (734) 324-4551

INSPECTOR: GREGORY J. MAYHEW

ote: Ceiling/walls covered _____ %

Escrow amount required \$ _____ /dated _____
Escrow amount does not necessarily reflect the cost to complete these repairs.)

Building Inspection Check List For 2136 Baumeys 2/4/15
 City of Wyandotte Property Maintenance Code (PM), Zoning Ordinance (ZO) and Code of Ordinances (CO)

Premises	38. <input type="checkbox"/> () Fence requires removal / replace / repair 39. <input type="checkbox"/> () FRONT YARD FENCES MUST BE REMOVED BEFORE A CERTIFICATE OF APPROVAL OR CERTIFICATE OF COMPLIANCE IS ISSUED 40. <input type="checkbox"/> () Other address concerning fence in question _____ 41. <input type="checkbox"/> () Trash container required for collection of trash, no larger than 32 gallons constructed of metal or durable plastic with a tight-fitting cover 42. <input type="checkbox"/> ()	Code Calls PM303.7 ZO1900.7.b CO. #1389
Basement/ Crawlspace	43. <input type="checkbox"/> () Foundation requires waterproof / tuck-point / replace / paint 44. <input type="checkbox"/> () Windows require locks / caulk / replace / paint / screens / reglaze / glass / ventilation 45. <input checked="" type="checkbox"/> (X) Floor joists require repair / replacement 46. <input checked="" type="checkbox"/> (X) Floor requires repair / replacement 47. <input checked="" type="checkbox"/> (X) Stairway / landing requires code handrail / guardrail / <u>repair / replace</u> (except bottom 4 steps / 30" above floor below) 48. <input type="checkbox"/> () Basement apartment or sleeping room prohibited 49. <input checked="" type="checkbox"/> (X) Prohibits accumulations of waste / refuse / other 50. <input type="checkbox"/> () Beam and Columns require replacement / permit required 51. <input type="checkbox"/> () Interior piers & columns require minimum 20" x 20" x 8" pad footing / permit required 52. <input type="checkbox"/> () Exterior Piers & columns require 42" foundation / permit required 53. <input type="checkbox"/> () All houses that are built on piers or columns, are required to have a 4" x 24" Rat Wall installed around their perimeter / permit required 54. <input type="checkbox"/> () Repair existing riser / tread / landing 55. <input type="checkbox"/> () <u>STANDING WATER IN BASEMENT</u> 56. <input type="checkbox"/> ()	PM305.2/305.3 PM304.14-304.15/305.3 PM305.2 PM305.3 PM305.5/305.7/702.9 PM405.7 PM306.1 PM305.2 PM305.2 PM304.5 PM303.5/304.5 PM503.6/702.1
Kitchen	57. <input checked="" type="checkbox"/> (X) Requires watertight floor 58. <input checked="" type="checkbox"/> (X) Plaster patch and paint ceiling / walls <u>CEILING MISSING</u> 59. <input checked="" type="checkbox"/> (X) Windows require / lock / caulk / replace / paint / screens / replace glass / reglaze sashes / broken ropes / weights / sash lift 60. <input checked="" type="checkbox"/> (X) Door requires replacement / hardware / paint / screen / jambs / refit 61. <input type="checkbox"/> () <u>DESTROYED BY FIRE - FLOOR, WALLS, CEILING</u> 62. <input type="checkbox"/> () 63. <input type="checkbox"/> ()	PM305.8 PM305.3 PM304.14/304.15/305.3 PM304.14/305.3
Bathroom	64. <input checked="" type="checkbox"/> (X) Plaster patch and paint ceiling / walls 65. <input checked="" type="checkbox"/> (X) Windows require / lock / caulk / replace / paint / screens / replace glass / reglaze sashes/broken ropes/weights/sash lift 66. <input checked="" type="checkbox"/> (X) Door requires replace / hardware / paint / jambs / refit 67. <input checked="" type="checkbox"/> (X) Requires new floor under toilet / watertight floor / complete floor 68. <input checked="" type="checkbox"/> (X) Requires operable window or mechanical vent 69. <input type="checkbox"/> () <u>DAMAGED BY FIRE, SMOKE AND WATER</u> 70. <input type="checkbox"/> ()	PM305.3 PM304.14/304.15/305.3 PM304.14/305.3/504.1 PM 305.8 PM 404.2

AM

Building Inspection Check List For 2136 Bailey 2/4/15
 City of Wyandotte Property Maintenance Code (PM), Zoning Ordinance (ZO) and Code of Ordinances (CO)

Living Room	71. <input checked="" type="checkbox"/> Plaster patch and paint ceiling / walls <u>CEILING DESTROYED</u> 72. <input checked="" type="checkbox"/> Windows require / lock / caulk / replace / paint / screens / replace glass / reglaze sashes / broken ropes / weights / sash lift 73. <input checked="" type="checkbox"/> Door requires replace / hardware / paint / jambs / refit 74. <input type="checkbox"/> <u>DESTROYED BY FIRE</u> 75. <input type="checkbox"/> 76. <input type="checkbox"/>	Code Calls PM305.3 PM304.14/304.15/305.3 PM304.14/305.3
Dining Room	77. <input type="checkbox"/> Plaster patch and paint ceiling / walls 78. <input type="checkbox"/> Windows require / lock / caulk / replace / paint / screens / replace glass / reglaze sashes / broken ropes / weights / sash lift 79. <input type="checkbox"/> Door requires replace / hardware / paint / jambs / refit 80. <input type="checkbox"/> 81. <input type="checkbox"/> 82. <input type="checkbox"/>	PM305.3 PM304.14/304.15/305.3 PM304.14/305.3
Hallway	83. <input checked="" type="checkbox"/> Plaster patch and paint ceiling / walls <u>DESTROYED CEILING</u> 84. <input type="checkbox"/> Windows require / lock / caulk / replace / paint / screens / replace glass / reglaze sashes / broken ropes / weights / sash lift 85. <input type="checkbox"/> <u>DAMAGED/DESTROYED BY FIRE, SMOKE, WATER</u> 86. <input type="checkbox"/>	PM305.3 PM304.14/304.15/305.3
Stairwell	87. <input type="checkbox"/> Plaster patch and paint ceiling / walls 88. <input type="checkbox"/> Repair existing risers / treads / landings 89. <input type="checkbox"/> Requires code handrail / guardrail (except bottom 4 steps/30" above floor below)	PM305.3 PM305.6/702.1 PM305.5/305.7/702.9
Bedroom #1 NE	90. <input checked="" type="checkbox"/> Plaster patch and paint ceiling / walls <u>DESTROYED CEILING</u> 91. <input checked="" type="checkbox"/> Windows require / lock / caulk / replace / paint / screens / replace glass / reglaze sashes / broken ropes / weights / sash lift 92. <input checked="" type="checkbox"/> Door requires replace / hardware / paint / jambs / refit 93. <input type="checkbox"/> <u>DAMAGED/DESTROYED BY FIRE, SMOKE, WATER</u>	PM305.3 PM304.14/304.15/305.3 PM304.14/305.3
Bedroom #2 NW	94. <input checked="" type="checkbox"/> Plaster patch and paint ceiling / walls 95. <input checked="" type="checkbox"/> Windows require / lock / caulk / replace / paint / screens / replace glass / reglaze sashes / broken ropes / weights / sash lift 96. <input checked="" type="checkbox"/> Door requires replace / hardware / paint / jambs / refit 97. <input type="checkbox"/> <u>DAMAGED BY FIRE, SMOKE, WATER</u>	PM305.3 PM304.14/304.15/305.3 PM304.14/305.3
Bedroom #3	98. <input type="checkbox"/> Plaster patch and paint ceiling / walls 99. <input type="checkbox"/> Windows require / lock / caulk / replace / paint / screens / replace glass / reglaze sashes / broken ropes / weights / sash lift 100. <input type="checkbox"/> Door requires replace / hardware / paint / jambs / refit 101. <input type="checkbox"/>	PM305.3 PM304.14/304.15/305.3 PM304.14/305.3

Handwritten signature/initials

2136 Baumeys - Mailing List

Leonard Janicki
14905 Overbrook, Apt. #105
Southgate, MI 48195

Gary Matkovich
Charles L. Pugh Co., Inc.
24241 John R.
Hazel Park, MI 48030

Bernie Moss
Charles L. Pugh Co., Inc.
24241 John R.
Hazel Park, MI 48030

Carolyn Barbour
16028 Whippoorwill Court
Manchester, MI 48158

Dave Fisher
EW Smith Insurance
1717 Fort
Wyandotte, MI 48192

RESOLUTION

Wyandotte, Michigan

Date: June 22, 2015

RESOLUTION by Councilman _____

RESOLVED by the City Council that whereas a show cause hearing has been held in the Office of the Engineer in the Department of Engineering and Building, 3200 Biddle Avenue, Wyandotte, Michigan on April 29, 2015, and whereas the property owner or other interested parties, have been given opportunity to show cause, if any they had, why the structure at 2136 Baumeys has not been demolished in accordance with the City's Property Maintenance Ordinance, and whereas the Hearing Officer has filed a report of his findings with this Council;

NOW, THEREFORE BE IT RESOLVED, that this Council shall hold a public hearing in accordance with Section PM-107.7 in the Council Chambers of the Wyandotte City Hall, 3200 Biddle Avenue, Wyandotte, on July 20, 2015 at 7:00 p.m., at which time all interested parties shall show cause, if any they have, why the structure has not been demolished or why the City should not have the structure demolished and removed at 2136 Baumeys.

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

Notify:

See Attached List

I move the adoption of the foregoing resolution.

MOTION by Councilman _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 22, 2015

AGENDA ITEM #

13

ITEM: Data Collection Activities in Bishop Park

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The U.S. Environmental Protection Agency (EPA) Great Lakes National Program Office (GLNPO) has hired CH2M to perform sampling of the Detroit River Area from BASF North Works facility to the Grosse Ile Pay Bridge. Enclosed please find a letter from CH2M requesting to utilize an area at the Department of Public Service from June 22 thru July 2, 2015, for storage of sampling supplies, containers and storage of no more than six (6) 55 gallon drums of investigative-derived sediment.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in assessing riverfront development using standards emphasizing public access to the riverfront and sensitivity to the visual and environmental impacts of proposed developments.

ACTION REQUESTED: Approve CH2M to utilize an area of the DPS provided a Hold Harmless Agreement is executed.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: CH2M to sign hold harmless and DPS Superintendent to coordinate access to DPS storage area.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Support*

LEGAL COUNSEL'S RECOMMENDATION: *W. Looch*

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Letter from CH2M



CH2M Milwaukee
135 South 84th Street
Suite 400
Milwaukee, WI 53214
D +1 414 272 2426
F +1 414 272 4408
www.ch2m.com

Mark A. Kowalewski, PE
City Engineer
City of Wyandotte
3200 Biddle, Suite 200
Wyandotte, MI 48192
June 16, 2015

Subject: Upper Trenton Channel, Detroit River Area of Concern, Wyandotte, Michigan

Dear Mr. Kowalewski,

CH2M is performing data collection activities in the Upper Trenton Channel (UTC) on behalf of the U.S. Environmental Protection Agency's (EPA's) Great Lakes National Program Office (GLNPO) from June 22, 2015 through July 2, 2015. The overall objective of this sampling event is to complete the sampling effort started in June 2014 and fulfill remaining data gaps required to complete the remedial design for the anticipated remedial action. The project extent for this sampling effort extends from the BASF North Works facility to Bridge Road. The fieldwork includes collection of sediment cores at 62 locations utilizing Geoprobe® drilling equipment. Three locations in the Bishop Park area adjacent to the existing fishing pier are designated for piezometer installation for the collection of data to aid in the cap design. Two separate sampling vessels will be outfitted with drilling equipment and utilized for the sampling effort including a 30 by 90 foot barge and 20 foot pontoon boat. In order to support the field effort CH2M is requesting access to the City of Wyandotte facility at 4201 13th Street for the following:

- Temporary storage of CH2M's sampling supplies and sample containers.
- Access for CH2M's database manager to prepare samples for shipment and perform sample database entry
- Temporary storage of no more than six (6) 55 gallon drums of investigative-derived waste (IDW) containing excess water and sediment generated as part of the sampling activities. CH2M will coordinate and schedule pickup and transport as soon as practicably feasible (approximately 45 days).

All items associated with the above activities would be located at the facility as agreed to by the City of Wyandotte staff. CH2M HILL requests access to the facility outside of normal business hours during the field event (June 22-July 2, 2015) and during normal business hours while the IDW drums await pick up in order to allow for bi-weekly inspections to ensure the integrity of the drums.

Please contact us (Huck Raddemann at 414-847-0301 or 262-323-1848 [cell] and Sara Maihofer at 414-847-0243 or 269-808-5511 [cell]) if you have any questions or issues and to work out logistical details for the field event.

Regards,

Huck Raddemann
Assistant Project Manager

HOLD HARMLESS AND RELEASE

In consideration of the City of Wyandotte granting permission to CH2M to utilize an area, provided by the City, at the Department of Public Service, 4201 13th Street, Wyandotte for storage of sampling supplies, containers and storage of no more than six (6) 55 gallon drums of investigative-derived sediment, the undersigned, hereby assumes all risk and liability relating to the aforementioned activity, and the undersigned agrees to hold harmless and indemnify the City of Wyandotte and all City Officials, employees, volunteers and agents from all liability or responsibility whatever for injury (including death) to persons, or for any damage to any City of Wyandotte property or to the property of others arising out of, or resulting from the aforementioned use.

The undersigned further does hereby remise, release, and forever discharge the City of Wyandotte its Officers, agents and employees from any and all claims, actions, causes of action, damages and liabilities resulting or arising out of either directly or indirectly, for the aforementioned use.

The undersigned represents personally that he/she is the authorized to execute this Agreement on behalf of the undersigned.

Agreed to this ___ day of _____, 2015.

CH2M

BY: _____ IT'S: _____

Address: _____
 Street City State Zip

Telephone: _____

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date: June 22, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding the request from CH2M to utilize an area of the Department of Public Service from June 22,2015 thru July 2, 2015, is hereby approved provided a Hold Harmless Agreement is executed by CH2M.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

YEAS

COUNCIL

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

NAYS

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 22, 2015

AGENDA ITEM # 14

ITEM: Purchase of a Rotary Truck Lift for the Department of Public Service (DPS)

PRESENTER: Mark A. Kowalewski, City Engineer

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The Department of Public Service (DPS) is in need of replacing the 15 year old lift in the mechanics bay at the Department of Public Service. This lift is utilized to repair the City's fleet of heavy duty trucks.

Attached are two (2) bids to replace this lift. The bid from DOWS of Romulus, Michigan did not include air, hydraulic and electrical hook up or hydraulic oil which would be extra costs to the City. Further, their bid is qualified with the statement, "DOWS Equipment reserved the right to make extra charges to cover necessary work involved and for any delayed time in performing the above work".

The other bid is from Allied, Inc., of Ann Arbor. Both have done previous work at the DPS, however, Allied, Inc., was of a much better quality.

Therefore, I recommend the acceptance of the proposal from Allied Inc., of Ann Arbor, Michigan in the amount of \$24,950.00 as being the best bid.

STRATEGIC PLAN/GOALS: This recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

ACTION REQUESTED: Approve award of contract to Allied, Inc., of Ann Arbor, Michigan in an amount of \$24,950.00.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 101-448-825-432

IMPLEMENTATION PLAN: Enter into Contract with Allied, Inc. and complete work within nine (9) weeks.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: *Shuydale*

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: Quote from Allied, Inc. and DOWS

ALLIED, INC.

240 Metty Drive Suite D, P.O. Box 988
Ann Arbor, MI. 48106
Toll Free: 800-589-4419
Local: 734-665-4419
Fax: 734-665-0599
www.alliedequip.com

May 15, 2015

City of Wyandotte
4201 13th Street
Wyandotte, MI 48192

Attention: Mr. Dave Rothermal

Re: Truck Repair Bid Specification

Dear Dave,

I respectfully submit this proposal to provide a new rear cylinder assembly for your large truck lift.

ROTARY TRUCK LIFT DUAL REAR CYLINDER REPLACEMENT

Replace one dual-rear cylinder lifting assembly on one Rotary brand 10210Q 75,000 lbs. capacity truck lift.

Allied Inc. will De-oil in-pit power unit and remove. Chip out and take out in pit dual rear cylinders and replace dual cylinders. Grout in new cylinders. Re-plumb power unit and dual cylinders with new hydraulic hoses. Dual Rear Assembly #JK141 Allied to fill with hydraulic oil.

\$ 24,950.00

****Price includes all labor, Parts, Oil and Installation****

NOTATION: THE LIFT PIT MUST BE PUMPED OUT BY CITY OF WYANDOTTE

Thank you for this opportunity to serve you again.

Sincerely,

Jeff Newton

Accepted by _____

Title _____

Date _____ PO# _____



DOWS EQUIPMENT SALES AND SERVICE, INC.

6715 Brandt

Romulus, Michigan 48174

Phone: 734-722-DOWS (3697)

Office Fax: 734-722-7407

Service Fax: 734-722-5170

www.dowsequipment.com

Wednesday, May 06, 2015

City of Wyandotte

DPS

4201 13th St.

Wyandotte, Mi. 48192

Attention: Dave Rothermal

P: 734-324-4587

Email: dvrothermal@wyandotte.org

Estimate to perform the following:

- Replace existing bad dual rear jack assembly with new Factory unit Enviro-guard coated.
\$16,990.00

Note:

- Plus any hydraulic oil as needed.

Thank you for this opportunity to quote, looking too be of service to you in the near future.

Authorized signature: _____ Date _____

Don Opland, President donopland@dowsequipment.com

Phone 734-216-3147 cell

***Underground Conditions:** Estimate is based on normal conditions. If unusual hazards are encountered, such as underground utility lines, concrete foundations or boulders, floor thickness over 6 inches, which necessitate repairs or rerouting may result in additional charges. If excessive water, soil or water contamination which need testing and or removal, quicksand or cave in are encountered, Dows Equipment reserves the right to make extra charges to cover necessary work involved and for any delayed time in performing the above work. Customer will be notified at the time of discovery if any of the aforementioned conditions exist. In the event of damage to underground power lines, sewers, contractor equipment, etc., the customer will assume full responsibility for repairs or replacement to it. Any Barging unit discrepancies that result in additional costs will be the responsibility of the customer. Air, Hydraulic, and Electrical hook up or permits not included unless otherwise specified.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 22, 2015

RESOLUTION by Councilperson _____

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL that the communication from the City Engineer regarding acceptance of the quote from Allied, Inc., Ann Arbor, Michigan, in the amount of \$24,950.00 from account 101-448-825-432.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

<u>YEAS</u>	<u>COUNCIL</u>	<u>NAYS</u>
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

Residential: \$200.00
Commercial: \$300.00
Plan Development \$1,000.00

CITY OF WYANDOTTE
3200 Biddle Avenue
Wyandotte, Michigan 48192
734.324.4551

15

APPLICATION FOR REZONING

INSTRUCTIONS TO APPLICANT: Application must be submitted to the Department of Engineering and Building on Monday before 5:00 p.m. to be placed on the next Council Agenda. The application must be reviewed by the Department of Engineering and Building to insure proper legal description, requested zoning and a review of the site plan if required.

The Honorable Mayor and City Council:

I (We), the undersigned, hereby petition the City Council to amend the Zoning Ordinance and change the zoning map as hereinafter requested, and in support of this application, the following facts are shown:

The property sought to be rezoned is located at 1102 Oak St. between at 11th St
STREET ADDRESS STREET
and _____ on the N side of the street, and is known as lot(s) number
STREET N-S-E-W
8 of Hurst and Post's Subdivision,
Lot Size 57' X 123'

The property is owned by:

Name Downriver Baptist Church Street Address 1102 Oak St
City Wyandotte State MI Zip 48192
Phone # 734-546-6635

PRESENT ZONING: RA REQUESTED ZONING: B1

It is proposed that the property will be put to the following use: Hold meetings/classes with local members to
instruct them regarding nutrition, fitness, and mind-set. Cardio drumming classes (beating on a stability ball to
music and instruction). Fit Club classes teaching people how to workout using body weight movements.

****REQUIRED FOR P-1 or RM-1A****

Attached hereto are three (3) prints of a site plan showing the lot(s) or parcel(s) under petition, and the intended layout. These prints are made a part of this petition and are drawn to scale.

****OPTIONAL****

I (We) attach a statement hereto indicating why, in our opinion, the change requested is necessary for the preservation and enjoyment of substantial property rights, and why such change will not be detrimental to the public welfare, or to the property of other persons located in the vicinity thereof.

Signature of Applicant: Carleen J. Priebe-Korn Address: 17756 Matthews St.
Riverview, MI 48192

OFFICE USE ONLY

Receipt # 48801 Date: 6-17-15

Engineer's Signature Matt Kountz

 $R + P.$

Copy I

Petition

We, the undersigned, owners of the property ~~abutting~~ the alley:

do respectfully petition your Honorable Body to vacate said alley and convert same into public easement.

Further, the undersigned, representing ownership of property abutting said alley, hereby agree that all existing utilities in said alley are to remain in their present location and that if at any time in the future a request is made to remove or relocate any existing poles, manholes or other utilities in the easement, the property owners making such request and upon whose property the poles, manholes or other utilities are located will pay all costs incidental to such removal or relocation, unless such charges are waived by the utility owners.

We do further agree that no buildings or structures of any nature whatsoever (except necessary line fences) shall be built upon the easement or any part thereof, so that said easement shall be forever accessible for maintenance of utilities.

Jaleen L. Hayden Kate K. Hyder 113 Bondie 06-08-2015
 Thomas A. Harpman Elizabeth Harpman 116 Bondie 06-11-2015
 Jean Smitley 112 Bennett 06-11-15

*WARNING: Any circulator knowingly making a false statement in the above certificate or any person not a circulator who signs as such or any person or signs a name other than his own as circulator, is guilty of a misdemeanor.

I, the undersigned circulator of the above petition, assert that I am qualified to circulate this petition, that each signature on the petition was signed in my presence, that to the best of my knowledge and belief each signature is the genuine signature of the person purporting to sign said petition.

petition.
Joan Smith
signature
112 Bennet #

signature

313 1024 4030

010-11-15

CONSENT TO VACATION OF ALLEY

We, the undersigned, being all the owners of the real property in the
city of Wyandotte, commonly known as 112 Bennett + 113 Bondie
(street address)

do hereby consent to the vacation of the alley of our property.

Dated: 06-11-15

In the presence of:

Thomas Langmay
(Witness)

(Owner)

John Litwalk
(Witness)

(Owner)

6-12-15

RECORDED
JUN 15 11:10 AM
144001150115

06-11-15

Dear Mayor
and City Council members

My name is Jean Smitley
I recently bought the house
located at 112 Bennett. I
have two daughters 5 and 3
They play and ride their
bikes in the alley while I
am in the garage. There is
a sign at both ends of the
alley that says it is closed
for thru traffic which was
a factor when I bought my
home. Cars race through
the alley day and night
making it unsafe for my
family. They leave behind
their garbage and broken
bottles. My neighbors and I
would like the alley to be
vacated from traffic except
for utility maintenance

Thank you
Jean Smitley


June 8, 2015

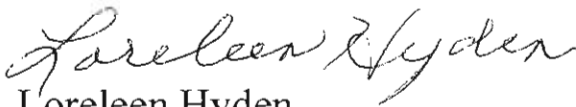
To Whom It May Concern:

We the property owners of 113 Bondie are requesting that the alley Adjoining our property be closed to through traffic, by the use of a barrier at the middle of the alley. For many years the alley has been designated, by posted signs, for the use of abutting property owners only. These signs have done nothing to prevent traffic from using the alley, frequently at high speed. Cars using the alley also leave behind broken bottles, trash, used condoms, and graffiti.

We now have neighbors that abut the Bennett end of the alley, who have two small girls, ages 5 and 2. They play and ride their bikes in the alley. Traffic in the alley presents a danger to them.

For these reasons we are requesting that the alley be closed.
We can be reached at: 313-381-3218


Robert Hyden


Loreleen Hyden

~~Instructions~~ for Vacation of Alley Petitions:

1 Circulate petition (Copy I) to all property owners abutting the alley.

{ For every property owner having a garage which opens onto the alley, a written consent to vacate the alley must be secured from the owner of the property including both husband and wife. This consent (Copy II) must contain their signatures, the address of the property involved, date and the names of two witnesses.

3 Return the petition (Copy I) and consent to vacate the alley (Copy II), if any, to the City Clerk's Office, 3131 Biddle Avenue.

4 Your petition will be forwarded to the Mayor and Council for action. The circulator of the petition will be notified, by the City Clerk, of the action taken by the Mayor and Council.

5 Please direct any inquiries or questions you may have to the City Clerk's Office, 246-4460.

324-4560

Final Reading

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE TO
REZONE THE PROPERTY KNOWN AS 640 PLUM STREET FROM ONE FAMILY
RESIDENTIAL DISTRICT (RA) TO PLAN DEVELOPMENT DISTRICT (PD)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property

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

Lots 1 thru 14, both inclusive, the vacated public alley abutting said lots, and Cherry Street, eighty (80) foot wide, abutting Lots 1 thru 7, both inclusive, Block 179, Plat of Part of the City of Wyandotte as recorded in Liber 1, Page 295, Wayne County Records; and, Lots 8 thru 14, both inclusive, and the south ten (10) feet of the public alley abutting Lots 1 thru 8, both inclusive, Block 178, Plat of Part of Wyandotte, as recorded in Liber 1, Page 142, Wayne County Records.

Known as 640 Plum Street

be and is hereby rezoned from One Family Residential District (RA) to Plan Development District (PD).

Section 2. Amendment of Zoning Map.

The Zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map No. 282.

Section 3. Severability.

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

Section 4. Effective Date.

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

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

YEAS	COUNCILPERSON	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	Stec	_____

Absent: _____

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

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 _____ day of _____, 2015.

Dated _____, 2015

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

Wyandotte, Michigan June 15, 2015

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

ROLL CALL

Present: Councilpersons Fricke, Miciura, Sabuda, Schultz, Stec

Absent: Councilperson Galeski

UNFINISHED BUSINESS

RESOLVED by the City Council that the communication from Councilwoman Sheri M. Sutherby-Fricke regarding the status of repairs to the property located at 898 Vinewood is hereby referred to the City Engineer for a review and report back in thirty (30) days. DUE JUNE 15, 2015.

COMMUNICATIONS MISCELLANEOUS:

June 11, 2015

Mayor Joseph R. Peterson & City Councilmembers 3200 Biddle Avenue
Wyandotte, Michigan 48192

Dear Mayor Peterson & City Councilmembers:

This communication is to request Local Government recognition of the Fraternal Order of Police Wyandotte Lodge 111 as a non-profit 501-C in order for a new club license at 822 Oak, Wyandotte, Michigan 48192 to be procured.

Thank you for your assistance relative to this request.

Sincerely yours,
Randy Miller, Secretary/Treasurer , Fraternal Order of Police, Wyandotte Lodge 111

June 11, 2015

Dear Mayor & Council,

Re: Parking lot construction between Elm & Oak Streets

I would like to request a sidewalk at the northeast corner between the last parking space and the Oak Street sidewalk. To stay on the sidewalk while walking my dog I am breaking the law by entering into Bishop Park, so I am forced to walk into the parking lot where I am in danger of getting hit by a car.

Please advise.

Kathy Kaul, 3115 Van Alstyne, Wyandotte, MI 48192

June 10, 2015

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

Dear Honorable Mayor and City Council Members,

The Wyandotte Music Department and Wyandotte Music Boosters would like to recognize and thank Mayor Joe Peterson and Wyandotte City Council members for their repeated and continued support of both the Wyandotte Public Schools and especially the Wyandotte Music Department performances, fundraising events and other special needs. The Wyandotte Music Program once again looks forward to participating in City of Wyandotte-sponsored events including the upcoming Fourth of July Parade and Wyandotte Street Art Fair clean-up.

We are seeking your consideration and approval for the following three requests:

First: The recently passed Wyandotte Public Schools bond issue provided funding for many structural improvements to be made to the elementary, middle school and high school buildings. As a result of construction taking place at Roosevelt High School, the Wyandotte Music Booster annual car wash fundraiser is in need of a temporary home for this year only. We are asking the City of Wyandotte to grant permission to the Wyandotte Music Boosters to use the 3200 Biddle parking lot (corner of parking lot adjacent to 3rd Street and Eureka Road) for washing cars as part of their 2015 Music Booster Car Wash fundraiser from 9am until 6pm on 7/17/2015 and 9am until 6pm on 8/21/2015.

Second: As was the case last year, we are once again asking the City of Wyandotte to grant permission to allow adult volunteers of the Wyandotte Music Boosters to solicit and collect donations at the corners of Biddle Avenue and Eureka Road as part of the Wyandotte Music Booster tag-days fundraisers. Other music program students and volunteers will participate in these tag-days events as usual throughout the sidewalk areas of downtown Wyandotte from 9am until 9pm on both 7/17/2015 and 8/21/2015.

Third: We are asking the City of Wyandotte for permission to set up two tables adjacent to the closed off streets along the City of Wyandotte Fourth of July Parade route (one table at Oak Street and Biddle Avenue, and another table at Elm Street and Biddle Avenue) for the purposes of selling baked goods and bottled water during the Fourth of July Parade as a fundraiser for the Wyandotte Music Program needs. Wyandotte Music Booster volunteers would be present at these tables to work this fundraiser.

Again, thank you for your consideration of these requests.

Very best regards,
Jack Green, Vice President, Wyandotte Music Boosters 1061 Walnut Street - Wyandotte, MI

PERSONS IN THE AUDIENCE

Mr. Pousak, 563 Saint Johns, disputes the speed of the sweeper and the job that the sweeper performs. Defends the City Workers.

NEW BUSINESS (ELECTED OFFICIALS)

Councilperson Stec: regarding landscaping at Fort & Eureka. DDA pays to take care of it. The County disturbs the landscaping.

Councilperson Fricke: Westgate Lot, remove fencing – get rid of weeds.

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 15, 2015 AGENDA ITEM #4

ITEM: Freedom of Information Policy

PRESENTER: William R. Look, City Attorney and William R. Griggs, City Clerk

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The State Law on Freedom of Information has been amended and requires certain changes to our current policy. Attached is a policy for your consideration which needs to be adopted before July 1, 2015.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Adopt Freedom of Information Policy to take effect June 23, 2015.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: Have policy and summary thereof placed on City website.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 12, 2015 AGENDA ITEM #5

ITEM: Extension of Construction Completion Date for a Commercial Facilities Exemption Certificate - 3233 Biddle Avenue

PRESENTER: Todd A. Drysdale, City Administrator

INDIVIDUALS IN ATTENDANCE:

BACKGROUND:

The Council previously approved a Commercial Facilities Exemption Certificate (CFEC) for the property at 3233 Biddle Avenue on September 8, 2014. The approval resolution specified a completion date of "June 30, 2015, or within a duly authorized extension of that date."

Attached is a letter from the property owner, Alvin's Properties LLC, requesting to extend the completion date to March 31, 2016.

STRATEGIC PLAN/GOALS: This action is consistent with the Goals and Objectives identified in the City of Wyandotte's Strategic Plan 2010-2015 that identifies a commitment to: (1) downtown revitalization and an economic development strategy that emphasizes commercial expansion in the area; and (2) fostering the revitalization and preservation of older areas of the City as well as developing, redeveloping new areas.

ACTION REQUESTED: Approve the attached resolution authorizing the extension of the completion date from June 30, 2015, to March 31, 2016.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION: jrp

LIST OF ATTACHMENTS: 1. Proposed Resolution
2. Previous Council Resolution approving the CFEC and the original Completion Date
3. Property Owner's Request Letter

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 15, 2015 AGENDA ITEM #6A

ITEM: Special Event Application - WSAF Entertainment Contracts

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND; Herewith, please find the entertainment contracts assembled and recommended by my office for the 2015 Wyandotte Street Art Fair. For details please see the below listing.

Nobody's Business - \$600

Seott Slotnick - \$200

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

ACTION REQUESTED: Adopt a resolution to concur with the above recommendation and authorize Mayor Peterson or William Griggs, City Clerk to sign the attached contracts.

BUDGET IMPLICATIONS & ACCOUNT NUMBER : 285.225.925.730.860 - \$800

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

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation.

MAYOR'S RECOMMENDATION: jrp

LIST OF ATTACHMENTS: Contracts

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 15th 2015 AGEND ITEM #6B

ITEM: Wyandotte Street Art Fair Radio Rental

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: Herewith, please find the radio rental agreement assembled and recommended by my office for the 2015 Wyandotte Street Art Fair. We have confidence that once again, Moss Communications will provide us with quality services and are endorsing their contract for the 2015 WSAF.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

285.225.925.730.860 WSAF Expense Account \$530.93

IMPLEMENTATION PLAN: Contracts to be signed by Mayor Joseph R. Peterson or William Griggs, City Clerk to be returned to Heather A. Thiede for implementation.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation.

MAYOR'S RECOMMENDATION: jrp

LIST OF ATTACHMENTS: Moss Communications Agreement

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 15th 2015 AGENDA ITEM #6C

ITEM: Wyandotte Street Art Fair Parking Lot Contract

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: The Special Event Office staff is currently planning our special events for 2015. We would like the Roosevelt High School to run the city owned lot #11 located off of Oak and Second Streets. Please see the attached contract for the 2015 Wyandotte Street Art Fair, July 8th through the 11th.

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

ACTION REQUESTED: We request authorization for the Mayor and city clerk to sign and return original contract to the Special Event Coordinator.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Special Event Coordinator.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

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

MAYOR'S RECOMMENDATION: jrp

LIST OF ATTACHMENTS: 2015 Parking Lot Contract

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 15th 2015 AGENDA ITEM #6D

ITEM: Official Guide Book: Wyandotte Street Art Fair

PRESENTER: Heather A. Thiede, Special Event Coordinator

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

BACKGROUND: As you are aware, The Special Event Office is currently organizing the 2015 Wyandotte Street Art Fair; the largest event in the City of Wyandotte and the downriver area. Please find the attached contract for Allegra Printing to print the 2015 Wyandotte Street Art Fair Official Guide Book. We seek your approval of this contract.

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

ACTION REQUESTED: We feel that Allegra will provide excellent service and request your support of this contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:
Wy. Street Art Fair – 285-225-925-730-860 \$3,625

IMPLEMENTATION PLAN: The resolutions and all necessary documents will be forwarded to the Mayor and City Clerk to sign and return to the Special Event Coordinator.

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: Concurs with recommendation.

MAYOR'S RECOMMENDATION: jrp

LIST OF ATTACHMENTS: Agreement

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 15th 2015 AGENDA ITEM #7

ITEM: File #4569 2015 Sanitary Sewer Repair

PRESENTER: Mark Kowalewski – City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: On June 8th 2015, proposals were opened and read aloud in Wyandotte City Hall for File # 4569, 2015 Sanitary Sewer Repairs. A tabulation of the proposals is attached. The undersigned recommends acceptance of the proposal from G.V.Cement Contracting Co, Brownstown, Michigan in the amount of \$ 243,533.70 dollars as being the best bid received meeting specifications.

STRATEGIC PLAN/GOALS: Tracking infrastructure in all neighborhoods.

ACTION REQUESTED: Adopt a resolution concurring with the City Engineer to proceed with

the necessary sanitary sewer repairs via hiring G.V. Cement.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Expense the work from Account No. 590-200-926-310.

IMPLEMENTATION PLAN: Enter in a contract with G.V. Cement and proceed with project.
COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: Joseph R. Peterson

LIST OF ATTACHMENTS: Summary of the bids received.

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 15th 2015 AGENDA ITEM #8

ITEM: File #4672 - 2015 Block Grant Concrete Street Reconstruction & 2015 Concrete Street Reconstruction and Alley Repair Program

PRESENTER: Mark Kowalewski – City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: On June 8, 2015, proposals were opened and read aloud in the Wyandotte City Hall for File #4672 - 2015 Block Grant Concrete Street Reconstruction & 2015 Concrete Street Reconstruction and Alley Repair Program. A tabulation of the proposals is attached. The undersigned recommends acceptance of the proposal from G. V. Cement Contracting Co., Brownstown, Michigan, in the amount of \$269,232.50 as being the best bid received meeting specifications.

The work includes removal of the existing street, reconstruction of drainage structure, construction of new concrete pavement with curb and driveway approaches, re-grading and sod placement, and ADA crosswalks.

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

ACTION REQUESTED: Approve award of contract to G. V. Cement Contracting Co.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

The 2015 Block Grant Concrete Street Reconstruction & 2015 Concrete Street Reconstruction and Alley Repair Program costs will be paid from the fiscal year 2015 Block Grant Resurfacing Account #283-200-875.684 (\$80,323.00), the fiscal year 2015 TIFA Street Fund Account #492-200-825.460 (\$175,659.50), and, the fiscal year 2015 Special AssessSidewalks/Alleys Account #249-450-825.462 (\$13,250.00).

IMPLEMENTATION PLAN: Authorize Mayor and Clerk to sign contract

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION: Joseph R. Peterson

LIST OF ATTACHMENTS: Proposed Council Resolution; Bid Summary

CITY OF WYANDOTTE REQUEST FOR COUNCIL ACTION
MEETING DATE: June 15th 2015 AGENDA ITEM #9

ITEM: Purchase Additional 96 Gallon Toters

PRESENTER: Mark Kowalewski – City Engineer

INDIVIDUALS IN ATTENDANCE: Mark Kowalewski – City Engineer

BACKGROUND: The City offers residents to rent 96 gallon toters for \$48 for a two (2) year term. The Department of Public Service (DPS) desires to purchase an additional 144 toters from Cascade Engineering of Grand Rapids, Michigan to meet this demand. Cascade Engineering has supplied the previous carts to the City. The cost of \$6,730.56 (144 x \$46.74) to purchase these toters will be funded from the Solid Waste Fund. These carts will be black with the City of Wyandotte logo stamped on the container.

STRATEGIC PLAN/GOALS: The City is committed to creating fiscal stability, streamlining government operations; make government more accountable and transparent to its citizens and making openness, ethics and customer service the cornerstones of our City government.

ACTION REQUESTED: Approve the DPS to purchase 144- ninety-six gallon carts at a cost of \$6,730.56 from Cascade Engineering.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: 290-448-850-770-540

IMPLEMENTATION PLAN: Place order with Cascade Engineering of Grand Rapids, Michigan

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: TDrysdale

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Joseph R. Peterson

LIST OF ATTACHMENTS: None

REPORTS AND MINUTES

Beautification Commission Meeting	May 13, 2015	
Design Review Committee	June 9, 2015	
Financial Daily Cash Receipts	June 10, 2015	\$120,659.08
Financial Daily Cash Receipts	June 11, 2015	\$ 2,980.00

CITIZENS PARTICIPATION

None

RECESS

RECONVENING

ROLL CALL

Present: Councilpersons Fricke, Mieitura, Sabuda, Schultz, Stec

Absent: Councilperson Galeski

HEARING

SHOW CAUSE HEARING TO GIVE OPPORTUNITY TO SHOW CAUSE
WHY THE FOUNDATIONS AT OAK AND 2ND STREETS (S.W. Corner)
SHOULD NOT BE REMOVED IN ACCORDANCE WITH THE CITY'S
PROPERTY MAINTENANCE ORDINANCE

Paul Zulewski, asks for a sixty day extension, needs financing – wants to build condos.

FIRST READING OF AN ORDINANCE

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING ORDINANCE
TO REZONE THE PROPERTY KNOWN AS 640 PLUM STREET FROM ONE FAMILY
RESIDENTIAL DISTRICT (RA) TO PLAN DEVELOPMENT DISTRICT (PD)

RESOLUTIONS

Wyandotte, Michigan June15, 2015

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 June15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the report relative to the outstanding violations at
898 Vinewood and the notice of the subsequent 27th District Court date of July 7, 2015
regarding same 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 June15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council hereby recognizes the Fraternal Order of
Police, Wyandotte Lodge 111 located at 822 Oak Street, Wyandotte Michigan 48192 as a non-
profit 501-C(8) organization operating in the City of Wyandotte. AND BE IT FURTHER
RESOLVED that the City Clerk shall complete and forward the necessary documentation to the
Michigan Department of Licensing and Regulatory Affairs to assist the Fraternal Order of Police
in their application for a New Club License at 822 Oak Street, Wyandotte.

I move the adoption of the foregoing resolution.
MOTION by Councilperson Sheri M. Fricke
Supported by Councilperson Lawrence S. Stec
YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec
NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from Kathy Kaul, 3115 Van Alstyne regarding a request to have a sidewalk erected at the northeast corner between the last parking space and the Oak Street sidewalk is hereby referred to the City Engineer.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from Jack Green, Vice President, Wyandotte Music Boosters, 1061 Walnut Street, Wyandotte requesting permission to hold various fundraising events with the assistance of the City of Wyandotte is hereby received and placed on file. AND BE IT FURTHER RESOLVED that the following applies:

1. Council GRANTS permission to the Wyandotte Music Boosters to utilize the 3200 Biddle Avenue parking lot (corner of parking lot adjacent to 3rd Street and Eureka Road) for washing cars on July 17, 2015 and August 21, 2015 from 9:00 a.m. until 6:00 p.m.; provided a Hold Harmless Agreement is executed as prepared by the Department of Legal Affairs. 2. Council GRANTS permission to the ADULT Wyandotte Music Boosters to solicit donations at the corners of Biddle Avenue and Eureka Road from 9:00 a.m. to 9:00 p.m. on July 17, 2015 and August 21, 2015. AND FURTHER grants permission to volunteers to participate in tag-day events as usual throughout the sidewalk areas of downtown Wyandotte. 3. Council hereby refers the request to solicit baked goods and bottle water during the Fourth of July Parade to the Special Event Coordinator for coordination of same.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec, Mayor Peterson

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the communication from the City Attorney and City Clerk relative to the City of Wyandotte Freedom of Information Policy is hereby received and placed on file. AND WHEREAS beginning July 1, 2015 new regulations take effect governing how public bodies administer and respond to requests under the Freedom of Information Act, PA 442 of 1976 (FOIA); AND WHEREAS the new regulations were signed into law by Governor Snyder on January 11, 2015 as PA 563 of 2014 (the "Amendment"). NOW THEREFORE BE IT FURTHER RESOLVED that Council adopts the attached Freedom of Information Policy to be utilized in the City of Wyandotte effective JUNE 23, 2015. AND FURTHER that said policy be placed on the City of Wyandotte's web-site.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

RESOLUTION EXTENDING A CONSTRUCTION COMPLETION DATE FOR THE
COMMERCIAL FACILITIES EXEMPTION CERTIFICATE FOR 3233 BIDDLE AVENUE,
WYANDOTTE, MICHIGAN

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that WHEREAS, an application for a Commercial Facilities Exemption Certificate for the property at 3233 Biddle Avenue was approved by a Resolution adopted on September 8, 2014; and WHEREAS, the Resolution required that the construction, restoration or replacement of the facility be completed by June 30, 2015, or within a duly authorized extension of that date; and WHEREAS, the applicant, Alvin's Properties LLC, has submitted a written request dated June 4, 2015, to extend the construction completion date to March 31, 2016; NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wyandotte that the request to extend the construction completion date from June 30, 2015 to March 31, 2016, is hereby granted for the Commercial Facilities Exemption Certificate for the property at 3233 Biddle Avenue, located in Wyandotte Commercial Redevelopment District No. 14.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation of the Special Event Coordinator and hereby APPROVES the following entertainment contracts for the Wyandotte Street Art Fair:

Nobody's Business	\$600.00
(July 10, 2015)	(7:00 p.m. to 8:15 p.m.)

Scott Slotnick	\$200.00
(July 10, 2015)	(2:30 p.m. to 4:30 p.m.)

Funds to be derived from the Wyandotte Street Art Fair account # 285-225-925-730-860.
AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to execute said contracts on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation of the Special Event Coordinator and hereby APPROVES the rental agreement for radios with Moss Communication for the Wyandotte Street Art Fair in the amount of \$530.93; funds to be derived from account # 285-225-925-730-860. AND BE IT FURTHER RESOLVED that Council directs the Mayor and City Clerk to execute said agreement on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation of the Special Event Coordinator and hereby APPROVES the Parking Concession Agreement between the City of Wyandotte and the Roosevelt High School/Marching Band for the rental of the City of Wyandotte parking lot #11 located on Oak Street between First and Third Streets commencing July 8 through July 11, 2015. AND FURTHER the following guidelines shall be adhered to:

1. \$5.00 per vehicle; with the Marching Band supplying the staff
2. The Band will submit a check to the Street Art Fair no less than two weeks following the event.
3. The Band will pay the Street Art Fair no less than \$1,000 for the use of said lot.
4. The Band will provide a financial breakdown of revenue collected during the 2015 Art Fair no later than 30 days after the event.
5. The Department of Public Service shall provide barricades by 7:30 a.m. July 8, 2015.

AND FURTHER the Mayor and City Clerk are hereby directed to execute said agreement on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation of the Special Event Coordinator and hereby APPROVES the contract between Allegra Printing and the City of Wyandotte for the printing of the 2015 Wyandotte Street Art Fair Guide Book in the amount of \$3,625; funds to be derived from account #285-225-925-730-860. AND FURTHER the Mayor and City Clerk are hereby directed to execute said contract on behalf of the City of Wyandotte.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer and hereby accepts the bid File #4569 from G.V. Cement; 20000 Dix-Toledo, Brownstown Twp, MI 48183 in the amount of \$243,533.70 as the best bid received for the 2015 Sanitary Sewer Repairs; funds to be derived from account # 590-200-926-310. AND FURTHER that the City Clerk's Office be directed to forward said contract to G.V. Cement. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to sign said contract.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS in the recommendation of the City Engineer to accept the proposal from G.V. Cement Contracting Co.; 20000 Dix-Toledo, Brownstown Twp, MI. 48183 for File # 4672-2015 Block Grant Concrete Street Reconstruction & 2015 Concrete Street Reconstruction and Alley Repair Program, in the amount of \$269,232.50, as being the best bid received meeting specifications and that the 2015 Block Grant Concrete Street reconstruction & 2015 Concrete Street Reconstruction and Alley Repair Program costs will be paid from the fiscal year 2015 Block Grant resurfacing Account # 283-200-875.684 (\$80,323.00); the fiscal year 2015 TIFA Street Fund Account # 492-200-825.460 (\$175,659.50), and the fiscal year 2015 Special Assessment-Sidewalks/Alleys Account # 249-450-825.462 (\$13,250.00); AND FURTHER, this recommendation is consistent with the Goals and Objectives of the City of Wyandotte Strategic Plan in the continuing effort to enhance the quality of life for residents and the maintenance of infrastructure. AND FURTHER all bid bonds be returned to the unsuccessful bidders. AND FURTHER that the City Clerk's Office be directed to forward said contract to G.V. Cement. AND BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby directed to sign said contract.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that Council CONCURS with the recommendation of the City Engineer to purchase 144-Ninety Six Gallon Carts from Cascade Engineering of Grand Rapids, Michigan in the amount of \$6,730.56 from account # 290-448-850-770-540, each cart to be black with the City of Wyandotte's logo, imprinted serial numbers and include a standard ten (10) year warranty.

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the SHOW CAUSE hearing relative to as why the foundation structures at the south west corner of Oak Street and 2nd Street should not be demolished, removed or otherwise made safe is hereby held in ABEYANCE for thirty (30) days (JULY 20, 2015).

I move the adoption of the foregoing resolution.

MOTION by Councilperson Sheri M. Fricke

Supported by Councilperson Lawrence S. Stec

YEAS: Councilmembers Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

Wyandotte, Michigan June 15, 2015

RESOLUTION by Councilperson Sheri M. Fricke

RESOLVED by the City Council that the total bills and accounts in the amount of \$524,531.97 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 Fricke, Miciura, Sabuda, Schultz, Stec

NAYS: None

ADJOURNMENT

MOTION by Councilperson Sheri M. Fricke


Supported by Councilperson Lawrence S. Stec

That we adjourn.

Carried unanimously

Adjourned at 8 PM

June 15, 2015



Maria Johnson, Deputy City Clerk

06/17/2015 11:46 AM

RECEIPT REGISTER FOR CITY OF WYANDOTTE

Page: 1/2

User: ktrudell

Post Date from 06/17/2015 - 06/17/2015 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

O	292481	06/17/2015	ktrudell	F2	CRAWFORD & COMPANY	
MZ			677-000-001-000	677-000-655-040	Misc Revenue	76.50 CITY CHECK 2236663

REC# 557873

BROADSPIRE-ADJUSTMENTS FOR SERVICES

AS OF 6/30/13-NO PATIENT INFO

O	292484	06/17/2015	ktrudell	F2	CITY OF WYANDOTTE	
EP			731-000-001-000	731-000-392-040	PD EMPLOYEE PENSION CONTR	1,301.08 CITY CHECK 118787

REC# 557874

POLICE DEFINED BENEFIT

O	292488	06/17/2015	ktrudell	F2	METLIFE	
RE			101-000-001-000	101-000-655-040	RECEIPTS-MISCELLANEOUS	203.25 CITY CHECK 26221303

REC# 557872

TRUST DIVIDEND DISTRIBUTION-HOSPITAL?

Total of 3 Receipts	1,580.83
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User: ktrudell

Post Date from 06/17/2015 - 06/17/2015 Open Receipts

DB: Wyandotte

Receipt #	Date	Cashier	Wkstn	Received Of	Amount
Description				Distribution	

*** TOTAL OF CREDIT ACCOUNTS ***

101-000-655-040 RECEIPTS-MISCELLANEOUS	203.25
677-000-655-040 Misc Revenue	76.50
731-000-392-040 PD EMPLOYEE PENSION CONTR	1,301.08
TOTAL - ALL CREDIT ACCOUNT	1,580.83

*** TOTAL OF DEBIT ACCOUNTS ***

101-000-001-000 Cash	203.25
677-000-001-000 Cash	76.50
731-000-001-000 Cash	1,301.08
TOTAL - ALL DEBIT ACCOUNTS	1,580.83

*** TOTAL BY FUND ***

101 General Fund	203.25
677 Self Insurance Fund	76.50
731 Retirement System Fund	1,301.08
TOTAL - ALL FUNDS:	1,580.83

*** TOTAL BY BANK ***

GEN GENERAL OPERATING FUND	Tender Code/Desc.	
	(CCK) CITY CHECK	203.25
	TOTAL:	203.25
RETIR WYANDOTTE EMPLOYEES RETIREMENT SYSTEM	(CCK) CITY CHECK	1,301.08
	TOTAL:	1,301.08
SPEC SPECIAL REVENUE FUNDS	(CCK) CITY CHECK	76.50
	TOTAL:	76.50
	TOTAL - ALL BANKS:	1,580.83

*** TOTAL OF ITEMS TENDERED ***

	Tender Code/Desc.	
	(CCK) CITY CHECK	1,580.83
	TOTAL:	1,580.83

*** TOTAL BY RECEIPT ITEMS ***

(1) EP: PD EMPLOYEE PENSION CONTR	1,301.08
(1) MZ: MISC CASH/VARIOUS	76.50
(1) RE: RECEIPTS-MISCELLANEOUS	203.25
TOTAL - ALL RECEIPT ITEMS:	1,580.83

Printed on 06/18/2015

Page 2 of 2

**WYANDOTTE CULTURAL AND HISTORICAL COMMISSION
MINUTES OF THE MAY 14 , 2015 MEETING
MARX HOME**

PRESENT: Marty Bertera Sue Pilon
 Vernon Elmore (6:40pm) Anne Ronco
 Eula Grooms (6:50pm) Jesse Rose
 Wallace Hayden Marshall Wymore
 Ken Munson

Jody Egen, Director of Museums
Richard Snyder, WHS Liaison

ABSENT: Dan Cervantes

President Wallace Hayden called the meeting to order at 6:20pm.

MOTION: By Sue Pilon, supported by Marshall Wymore, to approve the minutes of the April 9 meeting. **Motion carried, 7-0**

President's Report:

1. Shirley Prygoski has resigned from the Commission.
2. President Wallace Hayden has asked the mayor's office for a list of Commission members' term expiration dates.

Director's Report:

1. **MOTION:** By Anne Ronco, supported by Sue Pilon, that we approve the Finance Report pending audit. **Motion carried, 7-0**
2. We currently have four sponsorships for the Heritage Series: Steven Schwartz & Associates, the Now & Then Shop, EmbroidMe, and Nixon Funeral Home.
3. The painting of the Burns Home is currently out for bid; the rebuilding of the back porch of the Marx House may go out for bid next month.
4. Cases for the Drennan Exhibit have arrived. Our new intern, Mallory Fellows, will be helping to install the exhibit when she starts working at the Museums May 26. She will be in for training beginning May 20.
5. Assistant Director Sarah Jordan begins her maternity leave at the end of May and will return from that leave in August.
6. Custodian Tom F. plans to fully retire soon and his position as custodian will be open. Director Jody Egen hopes to get a part-time custodian and someone to clean part-time as his replacement.
7. Over 300 people have registered for the City Wide Garage Sale May 16 and 17. This year we continued to take registrations after the deadline, giving latecomers a discount since their goods will not be listed on the maps.
8. The Log Cabin is opened and has several bookings.
9. We are accepting registrations for the Mom2Mom Sale, which will be held June 20.
10. We will be planting flowers on the Museum grounds next week.
11. A new volunteer, Joe Terry has volunteered to inventory the Ann Marston collection.

Friends of the Museum: This Board will meet May 27.

WHS:

1. The Memorandum of Understanding for the Restoration Account is still under discussion.
2. George Gouth plans to do a booklet about Jeremiah Drennan and his family.
3. The Historical Society has purchased an ad in *Wyandotte Today*.

Committee/Projects:

1. **MOTION:** By Vernon Elmore, supported by Sue Pilon, to approve combining the Weddings/Special Events/Rentals, Group Teas, and Special Events committees into one body. **Motion carried, 9-0**
2. **MOTION:** By Vernon Elmore, supported by Sue Pilon, to approve combining the Inventory and Archives committees into one body. **Motion carried, 9-0**
3. Sue Pilon had further suggestions: that every Commissioner be required to serve on at least one standing committee; that no Commissioner should be allowed to chair more than two standing committees; that every committee be required to report to the full Commission at least quarterly; and that each committee develop a mission statement, guidelines, roles, and responsibilities.

Old Business:

Each Commissioner contributed money voluntarily toward a sponsorship of the Heritage Series.

New Business:

MOTION: By Vernon Elmore, supported by Eula Grooms, to approve the immediate closure of the Marx back porch and used by staff only in an emergency until it can be rebuilt. **Motion carried, 9-0**

MOTION: By Eula Grooms, supported by Sue Pilon, to adjourn at 7:20PM. **Motion carried, 9-0**

Respectfully submitted,



Anne Ronco

FINANCE REPORT – WYANDOTTE MUSEUMS**MONTH OF APRIL 2015***From the desk of Jody L. Egen***MONEY DEPOSITED WITH THE CITY OF WYANDOTTE TREASURY – AS OF MAY 13, 2015**

Log Cabin Rental	\$ 0 – Cash \$ 0 – Checks \$ 0 – Total	Reserve 101-000-257-250-071
Admissions/ Donations	\$ 119.00 – Cash <i>admissions</i> \$ 0 – Check \$ 119.00 – Total	Reserve 101-000-257-250-071
Weddings	\$ 350.00 – Check \$ 0 – Cash \$ 350.00 – Total	Reserve 101-000-257-250-071
Marx Rent <i>Ck#3192</i>	\$ 625.00 – Check \$ 0 – Cash \$ 625.00 – Total	<i>Marx Rental Account</i> 101.000.655.655.021
Art Show	\$ 135.70 – Check \$ 0 – Cash \$ 135.70 – Total	Reserve 101-000-257-250-071
Salvage	\$ 25.00 – Check \$ 0 – Cash \$ 25.00 – Total	Reserve 101-000-257-250-071
HES Sponsor	\$ 350.00 – Check \$ 0 – Cash \$ 350.00 – Total	Reserve 101-000-257-250-071

Total of all deposits \$ 1,604.70**EXPENSES****HEAT/ GAS**

MacNichol	\$ 196.99	City
Marx	\$ 101.75	City
Log Cabin	\$ 67.58	City
Burns	\$ 99.67	City
<i>Subtotal</i>	<i>\$465.99</i>	

WATER

MacNichol	\$ 11.80	City
Marx	\$ 11.80	City
Log Cabin	\$ 0	City
Burns	\$ 16.11	City
<i>Subtotal</i>	<i>\$39.71</i>	

ELECTRIC

MacNichol	\$ 121.79	City
Marx - <i>includes \$53.37 outside 400W</i>	\$ 134.45	City
Burns	\$ 51.74	City
<i>Subtotal</i>	<i>\$307.98</i>	

PHONE

MacNichol	N/A	City
Marx	N/A	City

Burns	\$ 62.58	City
<i>Subtotal</i>	<i>\$62.58</i>	

Subtotal All Utilities: \$ 876.26

MISCELLANEOUS		
Hoods – Grass seed, hose nozzle	\$ 17.36	Building & Grounds
Lowes – Electrical switch	\$ 8.09	Building & Grounds
Hoods – Outlet box covers	\$ 5.02	Building & Grounds
Hoods – Male hose end	\$ 8.96	Building & Grounds
SS Graphics – City-Wide Garage Sale signs	\$ 578.00	Reserve
Wyandotte Today Magazine – Mom Sale Ad	\$ 325.00	Reserve
Wyandotte Alarm – 2630 Commercial alarm monitoring	\$ 147.00	Building & Grounds
Wyandotte Alarm – 2610 Commercial alarm monitoring	\$ 126.00	Building & Grounds
Konica Minolta – Museum copies	\$ 16.64	Building & Grounds
Konica Minolta – Museum copies	\$ 80.46	Reserve
Gee & Missler – Service call for 2610 Biddle	\$ 192.50	Building & Grounds
Wyandotte Alarm – 2624 Commercial alarm monitoring	\$ 195.30	Building & Grounds
Wyandotte Alarm – 2610 Fire monitoring	\$ 75.00	Building & Grounds
Allegra Printing – Mom Sale posters	\$ 51.00	Reserve
Mom2MomList.com – Mom sale internet listing	\$ 23.00	Reserve

Subtotal All Miscellaneous: \$ 1,849.33

CURRENT BUDGET BALANCES – AS OF THURSDAY, MAY 14, 2015

SUPPLY LINE	BALANCE YEAR TO DATE	2015 BUDGET
Office Supplies	\$ 0	\$ 1,050.00
Postage	\$ 74.40	\$ 80.00
Building Maintenance & Supplies	\$ 2,614.49	\$ 8,279.00
Printing	\$ 0	\$ 800.00
Electric	\$ 4,145.26	\$ 6,700.00
Water	\$ 1,054.49	\$ 1,675.00
Heat	\$ 3,559.08	\$ 10,200.00
Education	\$ 240.00	\$ 240.00
Automobile	\$ 160.00	\$ 160.00
Reserve	\$ 99,605.73	n/a

:

A regular session of the Municipal Service Commission of the City of Wyandotte, Michigan, was held at the office of the Commission on Wednesday, June 10, 2015 at 5:00 P.M.

ROLL CALL: Present: Commissioner - Michael Sadowski-excused
Leslie G. Lupo
Gerald P. Cole
Robert K. Alderman
Bryan Hughes

General Manager
& Secretary

-Rod Lesko

Also Present

-Paul LaManes
Charlene Hudson
Dave Fuller

APPROVAL OF MINUTES

MOTION by Commissioner Cole and seconded by Commissioner Alderman to approve the May 27, 2015 regular meeting minutes of the Municipal Services Commission.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Alderman, Cole, Hughes, Lupo,

NAYS: None

01 - 40
June 10, 2015

HEARING OF PUBLIC CONCERNS

None

ELECTION OF OFFICERS

Nomination of Commission Vice President

MOTION BY Commissioner Lupo to nominate Gerald Cole as Commission Vice President.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Alderman, Cole, Hughes

NAYS: None

Nomination of Commission President

MOTION BY Commissioner Cole to nominate as Leslie Lupo as Commission President.

Commissioner Cole asked that the roll be called.

YEAS: Commissioner Alderman, Cole, Hughes

NAYS: None

RESOLUTION 06-2015-02

MOTION by Commissioner Cole and seconded by Commissioner Alderman to authorize the General Manager to sign the Vendor Managed Alliance agreement between Power Line Supply Company and Wyandotte Municipal Services as recommended by WMS Management.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Alderman, Cole, Hughes, Lupo,

NAYS: None

01-41
June 10, 2015

RESOLUTION 06-2015-03

MOTION by Commissioner Cole and seconded by Commissioner Alderman to authorize the General Manager to sign an agreement with Official Payments Corporation to provide Credit Card Processing Capabilities for online bill payments.

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Alderman, Cole, Hughes, Lupo

NAYS: None

REPORTS/COMMUNICATIONS:

None

APPROVAL OF VOUCHERS

MOTION by Commissioner Cole and seconded by Commissioner Hughes that the vouchers be paid as presented.

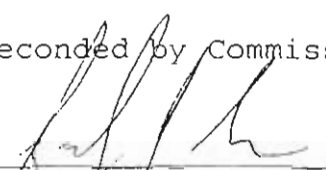
#5268	\$ 865,768.99
#5269	\$ 2,056.51

Commissioner Lupo asked that the roll be called.

YEAS: Commissioner Alderman, Cole, Hughes, Lupo,

NAYS: None

MOTION by Commissioner Hughes and seconded by Commissioner Alderman to now adjourn at 5:06 p.m.



Rod Lesko, Secretary

CITY OF WYANDOTTE
BEAUTIFICATION COMMISSION MEETING MINUTES, DRAFT
JUNE 10, 2015

Members Present: Alice Ugljesa (Acting Chairperson), Michael Bozymowski, Andrea Fuller, Noel Galeski, Lisa Lesage, Linda Orta, Bill Summerell.

Members Excused: John Darin, Kenneth Bearden, Stephanie Pizzo,

Guests: None

1. Call to Order: The meeting was called to order by Alice at 6:03 pm.
2. Reading and Approval of Previous Minutes:
 - a. May 13, 2015 Regular Meeting: After review of the minutes, motion was made by Noel, seconded by Andrea, to approve the draft minutes of the May 13, 2015 regular meeting of the Beautification Commission with one revision to the last line in item #13. The motion was approved unanimously.
3. Approval of Agenda:
 - a. Approval of Meeting Agenda: Motion was made by Noel, seconded by Lisa, to approve the meeting's agenda as submitted. The motion was approved unanimously.
4. Chairperson's Report:
 - a. Documents: Alice distributed the meeting packet prepared by John. An updated Attendance Log was included.
5. Treasurer's Report:
 - a. FY - 2015 Expense Report: A current fiscal year Expense Report was included in the packet and Mike justified the expenses and remaining balance. The Commission is on track with the projected budget plan. This month's expenses were \$1,580.40 and the current account balance is \$2,387.55. The majority of the expenses were for the Spring Dig-In and the expenditures were on the mark for the approved budgeted allowance.
6. Communications and Event Marketing Report:
 - a. Communications Report: Andrea reported most of the communications are from the Community Garden participants requesting new wooden raised beds. This item is to be placed on the agenda for the July meeting for discussion. Also, residents have inquired about bed availability in the Community Garden.
 - b. Event Marketing Report: Andrea will advertise for the "Adopt-A-Spot in Wyandotte" program on Wyandotte's cable television and on the Fort Street sign.
7. "Adopt-A-Spot in Wyandotte" Program Update:
 - a. Communications: John included in the packet emails from a Cub Scout Pack and the Wyandotte Jaycees expressing interest in the program. John corresponded with the inquiries about the process and application requirements.
 - b. Program Completed Applications: A completed application by Dennis & Diane Weinman was included in the packet for the adopting of the Gwen Frostic area near the Copeland center. The Recreation Department needs to be contacted before the Commission can grant approval.
 - c. Program Volunteers without Completed Applications: The volunteers planting and maintaining the Oak Street welcome sign have not filed a contract agreement. The volunteers interested in the Emmons Street welcome sign have not filed a contract agreement.
8. Community Garden Update:
 - a. Garden Plot Reservations: Noel reported there is one garden lot remaining open. Also, if participants do not begin planting, the lot will be given to the next person on the waiting list. Noel sent an email to Mayor Peterson asking for the D.P.S. to cut the grass at the Community Garden and the grass was cut the next day.
 - b. Community Garden Maintenance: **Work Day – Saturday, June 20th**, 2015 is scheduled. Alice noted the rear of the garden needs to be addressed at the Work Day. A discussion ensued and Andrea noted the large bush on the northeast corner of the garden needs removal. Alice will contact Gary Ellison of the D.P.S. Alice, Mike and Linda will not be available for the Work Day.

9. Volunteer Update:

Lisa is working on an idea for volunteers at our events. All volunteers would receive a name tag with a symbol designating which Commissioner they are assigned to work with.

10. Downtown Plantings Update:

- a. Spring Hanging Baskets: Spring baskets are doing well. Mike noted new plugs were installed on the bottom of the hanging baskets to hold one gallon of water in reserve. There is an overflow on the side to release excess water.
- b. Free-Standing Hanging Baskets: Alice reported that John purchased two watering wands from Eckert's Greenhouse for the watering tank. Alice likes the wands and the watering tank but the wands will not reach the top two free-standing hanging baskets. Alice suggests longer wands or cutting and shortening the posts of the free-standing assemblies.
- c. Planters, Pots & Urns: Alice reported many of the Wine & Roses weigelas around the urn at Nanna's Kitchen have died. Snow is dumped or pushed to this area and the ice carvings are left there to melt. Discussion on what to plant to withstand the abuse and Andrea would like something visible for the winter. Alice will remove the dead weigelas and the surviving weigelas will be relocated to the planted area in front of the Dollar Store or placed in the back of the Community Garden until another place is found. After discussion, Noel will purchase hostas to plant around the Nanna's Kitchen urn. A motion was made by Alice to approve up to \$200.00 for the purchase and the motion was seconded by Mike. Alice and Maggie removed the dead boxwoods and trimmed the boxwoods at Arbor. Alice and Linda will weed and mulch will be spread at various areas. Peter Rose thanked Alice for spreading mulch at Nanna's Kitchen area and the tree boxes.
- d. Vietnam Veteran's Memorial Plantings: Lisa will cut back the tulips at the memorial. Alice is trying to get in touch with Dave Polczynski regarding mulch for the memorial. The memorial is in need of weeding.

11. Beautification Awards and "We've Noticed" Postcards:

The Commission will present the beautification awards earlier this year. The award nomination deadline is Friday, August 7, 2015 and the Commission will review the award nominees at the August 12, 2015 Beautification Commission meeting and the Commission will present the awards at the September 14, 2015 City Council meeting. Andrea will confirm the change of the deadline date on the Commission web page. Commissioners were asked to submit nominees.

12. Old Business: The butterfly garden has been planted at the Wyandotte Library.

13. New Business: A flyer was received from the Beautification Council of Southeastern Michigan for their Summer Quarterly Meeting to be held on June 18, 2015 in St. Clair Shores. All Commissioners are invited to attend.

14. Round-Table Reports and Announcements: Lisa may have a person to fill the vacancy on the Beautification Commission. Andrea asked to be excused from the August meeting.

15. Next Meeting: The next regular meeting of the Beautification Commission is scheduled for Wednesday, July 15, 2015 at 6:00 pm – 8:00 pm in City Hall, Mayor's Conference Room, Third Floor, 3200 Biddle Avenue.

16. Adjournment: The meeting was adjourned at 7:32 pm.

Respectfully Submitted,
Michael Bozymowski
Acting Recording Secretary for

John Darin
Chairman,
Wyandotte Beautification Commission

Clark

MINUTES OF THE MEETING OF THE
FIRE FIGHTER'S CIVIL SERVICE COMMISSION

May 13, 2015

A Regular Meeting of the Fire Fighter's Civil Service Commission of the City of Wyandotte was called to order by Vice President Ptak at 5:00 p.m. in the Training Room, 2nd Floor, Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan.

PRESENT: Commissioner Rodney G. Baker, President
Commissioner Michael G. Dallos, Secretary

ABSENT: Commissioner Michael J. Ptak, Vice President

ALSO PRESENT: Debby Harris, Recording Secretary
Michael Brandt
Jeffrey Prisza
Daniel Wright

Proctor of Assistant Fire Chief Exam

The Assistant Fire Chief Examination was administered to the applicants at 5:00 pm. The exam was proctored by Comm. Dallos who read the instructions to the test applicants. The applicants were given the allotted time to complete said examination.

Approval of the April 15, 2015 Regular Meeting Minutes

Motion by Comm. Dallos, Supported by Comm. Baker to approve the minutes of the Regular Meeting of April 15, 2015. Motion unanimously carried.

Approval of the April 22, 2015 Special Meeting Minutes

Motion by Comm. Dallos, Supported by Comm. Baker to approve the minutes of the Regular Meeting of April 15, 2015. Motion unanimously carried.

Communications

1. 2015/16 Fiscal Budget

The amount of the Fire Fighter Civil Service Commission budget for the fiscal year 2015/16 was discussed among the Commissioners. It was determined that the Commission would request a total budget for the 2015/16 fiscal year in the amount of \$6,200.00 for the following accounts:

MINUTES OF THE MEETING
OF THE FIRE FIGHTER'S
CIVIL SERVICE COMMISSION

-2-

May 13, 2015

Communications Con't

1. 2015/16 Fiscal Budget Con't

101-845-725-751-110	Salary	\$3,000.00
101-845-750-750-210	Office Supplies	100.00
101-845-750-750-230	Postage	100.00
101-845750-750-490	Test Administration	<u>3,000.00</u>
		\$6,200.00

Motion by Comm. Baker, Supported by Comm. Dallos to submit the 2015/16 fiscal budget request as stated above. Motion unanimously carried.

2. Empco Invoice

The Commission is in receipt of Empco's Invoice #3554 dated April 22, 2015 in the amount of \$330.00 for the Fire Lieutenants exam which was given on Wednesday, April 15, 2015.

Motion by Comm. Dallos, Supported by Comm. Baker to submit Empco Invoice #3554 for payment. Motion unanimously carried.

Date of Next Regular Meeting

The next scheduled regular meeting of the Commission will be held on Wednesday, June 10, 2015 at 5:00 p.m., at the Wyandotte Police Department, 2015 Biddle Avenue, 2nd Floor Training Room, Wyandotte, Michigan 48192.

Adjournment

There being no further business to discuss the meeting adjourned at 7:30 p.m.

FIRE FIGHTER'S CIVIL SERVICE COMMISSION
OF THE CITY OF WYANDOTTE

Rodney G. Baker, President

RGB:dh

A handwritten signature in black ink, appearing to read "Rodney G. Baker", with a long horizontal flourish extending to the right.

CITY OF WYANDOTTE FIRE COMMISSION MEETING

The Fire Commission meeting was held in the 2nd Floor Conference Room at Police Headquarters on Tuesday, May 12, 2015. Commissioner Melzer called the meeting to order at 6:00 p.m.

ROLL CALL:

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

READING OF JOURNAL

Motioned by Commissioner Izzo, supported by Commissioner Melzer to approve the minutes as recorded for the meetings held on April 2, 2015 & April 22, 2015. Motion carried unanimously.

UNFINISHED BUSINESS

COMMUNICATIONS

1. *"Certificate of Appreciation for job well done"*

Chief Carley stated that Lt. Gregory Kmita and Lt. Tom Lyon were recognized by Henry Ford Wyandotte Hospital for achieving the lowest door to balloon time of 24 minutes of a heart attack patient. Commissioner Melzer expressed "Congrats" and motioned to receive and place on file; supported by Commissioner Izzo. Motion carried.

DEPARTMENTAL

1. *Wyandotte Fire Department Monthly Report "April 2015"*

Chief Carley stated that in April we billed out \$101,015.50 for a total of 208 rescue runs with average response time of 3 minutes. Fire calls we had 46 with 1 mutual aid given to Lincoln Park. Chief pointed out that this is 4 months in a row that we have billed out over \$100,000. Commissioner Melzer motioned to receive report and place on file; supported by Commissioner Izzo. Motion carried.

DEPARTMENTAL (continued)

2. *Department bills submitted April 9, 2015 in the amount of \$4,731.62*

Department bills submitted April 23, 2015 in the amount of \$3,378.69

Department bills submitted May 7, 2015 in the amount of \$3,317.69

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

3. *Daily Reports*

Commissioner Melzer asked about hydraulic leak on ladder truck of which Chief Carley stated truck is in service, pretty minor and still trying to identify where it's leaking.

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

LATE ITEM

Chief Carley received letter from PLAV Post 7 requesting a rescue truck to be present from the Post to Mt. Caramel Cemetery, where they have a field Mass, on Monday, May 25, 2015.

Commissioner Izzo motioned to approve; supported by Commissioner Melzer. Motion carried.

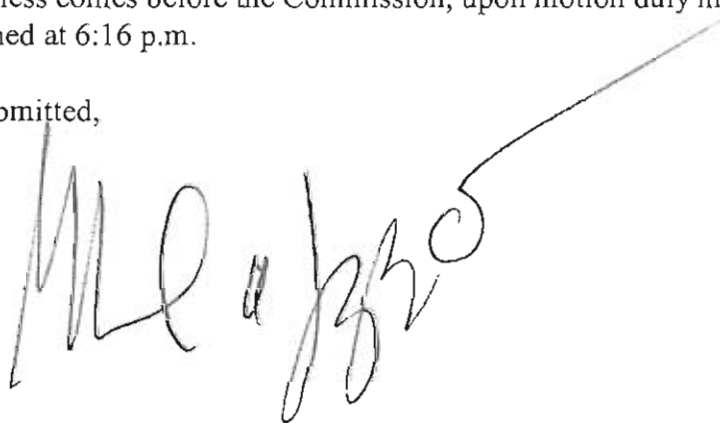
ADJOURNMENT

No further business comes before the Commission, upon motion duly made and supported; the meeting adjourned at 6:16 p.m.

Respectfully submitted,

Michael Izzo
Secretary

MI/lm

A large, stylized handwritten signature in black ink, likely belonging to Michael Izzo, is written over the signature line and extends into the right margin of the page.

2015 MAY 13 PM 3:21
COMMUNITY DEVELOPMENT

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
May 12, 2015

ROLL CALL

Present: Chief Daniel Grant
Commissioner Doug Melzer
Commissioner Dr. Michael Izzo

Absent: Commissioner John Harris (Excused)

Others Present: None

The meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Melzer at 6:19 p.m.

The Minutes from the special Police Commission meeting on April 2, 2015, were presented.

Izzo moved, Melzer seconded,
CARRIED, to approve the special minutes of April 2, 2015, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

1. **Email Commendation** – April 23, 2015 email from Kevin Malane, Henry Ford Wyandotte Hospital, to Chief Grant commending Det. Rick Weise for assisting two nurses during a recent court case.

The Department received very positive feedback from the nurses regarding Det. Weise's help during a hearing. They were very nervous about appearing while the perpetrator was present and Det. Weise calmed them down.

Melzer moved, Izzo seconded,
CARRIED, to receive the correspondence from Mr. Kevin Malane and place on file.

2. **Thank You Note** – Thank you note from Jordan Clemens to Lt. Scheitz regarding his help during a recent court appearance.

This young lady had never been in trouble before and was very grateful to Lt. Scheitz for his assistance. She had been arrested and unnerved by the whole court process and Lt. Scheitz helped her get through it.

Melzer moved, Izzo seconded,
CARRIED, to receive the correspondence from Ms. Jordan Clemens and place on file.

3. **Thank You Card** – Thank you card from Jessica Davis to Chief Grant regarding Officer Trusewicz's outstanding service during a recent car accident Ms. Davis was involved in after suffering a medical emergency.

Officer Trusewicz was especially helpful and took Ms. Davis' dog to her parent's home after the accident occurred. Ms. Davis was very grateful her dog was taken care of while she was taken to the hospital.

Melzer moved, Izzo seconded,
CARRIED, to receive the correspondence from Ms. Davis and place on file.

DEPARTMENTAL

1. **Police Statistics** – April 2015, Year to Date

Again, there aren't any trends out of the norm.

Melzer moved, Izzo seconded,
CARRIED, to receive the April 2015 and Year to Date police statistics and place on file.

2. **New Police Hire**

Officer Theisen is doing really well, and so is Officer Ben Jones. Officer Theisen is near completion of his 12 week training program.

3. **Promotion To Sergeant & DEA Replacement**

Per the CBA, Officer Hunter was interviewed by a group of his peers for the position of Sgt. and did really well. With the Commissioners' approval, Officer Hunter would move up to the rank of Sergeant, and Officer Gates would replace him at the DEA special position. A panel of DEA officers interviewed and selected Officer Gates to be Officer Hunter's replacement should he move up in rank.

Melzer moved, Izzo seconded,
CARRIED, to approve the promotion of Officer Neil Hunter to the rank of Sergeant and the move of Officer Gates to the DEA position and offer congratulations to both officers on their accomplishments.

4. **Physical Fitness Bonus Program**

This is the program we generally conduct in October and April. Most of the participants made the gold level, and a few were at the silver level.

Melzer moved, Izzo seconded,
CARRIED, to receive the physical fitness bonus program results and place on file and offer their congratulations to the participants.

5. Proposed Change for Police Officer Applicants

When the Department currently advertises to hire a new police officer, the applicants must either be MCOLES certified/certifiable or currently attending an M-COLES certified police academy. Chief Grant is proposing that this language / concept be eliminated and although preference will be given to certified/certifiable candidates we will process those who meet all the other criteria however may send those candidates scoring high on our selection process to the police academy. They would have to pass physical and psychological exams first, plus a background check, and then would be offered the opportunity to go to a police academy. It would cost the Department approximately \$4,000 to send a recruit to a police academy program.

Izzo moved, Melzer seconded,

CARRIED. to approve the expansion of the police hiring process to include non-certified/certifiable qualified candidates and allow the Department to send them to a police academy for law enforcement training.

6. Bills and Accounts – April 28, 2015 \$37,867.38, May 12, 2015 \$33,689.08

Izzo moved, Melzer seconded,

CARRIED. to approve payment of the bills for April 28, 2015 \$37,867.38, May 12, 2015 \$33,689.08

NEW BUSINESS

1. Break In

Mr. John Shook, a local resident and heroin addict, broke into a Poplar Court residence this morning and was stopped by the woman's dog. Mr. Shook has been in jail before for breaking into numerous buildings, but did not spend much time there before being released. The resident was able to identify Mr. Shook out of a photo line-up, and our staff should be able to pick him up very soon.

2. Police Applicants Physical Agility Test

The applicants took their physical agility test today, and we have some really good candidates. We will schedule their oral interviews in the near future and come back to the Commissioners with our recommendations.

Members of the Audience

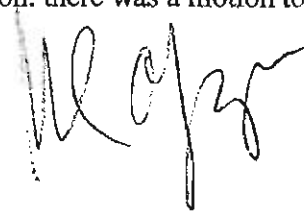
ADJOURNMENT

Since there was no further business to come before the Commission, there was a motion to adjourn the meeting at 6:48 p.m.

Melzer moved, Izzo seconded,

CARRIED, to adjourn meeting at 6:48 p.m.

Laura Allen
Administrative Assistant
Wyandotte Police Department



SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 05/01/2015 00:00:00 - 05/31/2015 23:59:59

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

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DRUG VIOLATIONS	0	0	1	1	0%	0:08:16	0:05:58	0:03:48	0:18:03	0:18:03
	DUMPING	0	0	2	2	0%	7:15:55	0:06:57	0:09:37	15:05:00	7:32:30
	FELONIOUS ASSAULT	0	0	2	2	0%	0:03:32	0:01:53	1:22:53	2:37:41	1:18:51
	FIELD CONTACTS	1	0	0	1	0%	0:00:00	0:00:00	0:00:00	0:00:00	0:00:00
	FIGHT	0	0	6	6	0%	0:03:33	0:01:58	0:45:33	5:04:34	0:50:46
	FIRE	0	0	3	3	0%	0:00:38	0:06:26	1:18:54	4:17:55	1:25:58
	FIREWORKS	0	0	1	1	0%	0:11:09	0:04:22	0:01:00	0:16:32	0:16:32
	FOLLOW-UP	0	104	7	111	6%	0:00:59	0:03:18	0:09:42	19:12:28	0:10:23
	FOUND PROPERTY	0	1	5	6	0%	0:21:30	0:06:03	0:18:59	6:38:39	1:06:27
	FRAUD	0	1	12	13	1%	0:04:03	0:05:50	0:45:37	9:14:54	0:42:41
	FUEL	0	17	0	17	1%	0:00:01	0:00:00	0:08:53	2:31:21	0:08:54
	GAS PUMP	0	2	0	2	0%	0:00:00	0:00:00	0:03:28	0:06:57	0:03:29
	HARASSMENT	0	2	8	10	1%	0:04:35	0:07:11	0:26:59	5:39:15	0:33:56
	HIT & RUN ACCIDENT	0	0	14	14	1%	0:06:40	0:09:13	0:22:55	9:17:01	0:39:47
	IDENTITY THEFT	0	0	3	3	0%	0:06:37	0:00:00	0:00:00	1:21:06	0:27:02
	INDECENT EXPOSURE	0	0	2	2	0%	0:06:06	0:06:13	0:22:06	1:08:49	0:34:25
	JUVENILE COMPLAINT	0	0	16	16	1%	0:17:13	0:05:06	0:10:17	8:33:12	0:32:05
	LARCENY	0	5	19	24	1%	0:06:31	0:07:41	0:29:16	15:35:17	0:38:58
	LIQUOR LAW VIOLATION	0	1	0	1	0%	0:00:01	0:00:00	0:09:03	0:09:04	0:09:04
	MALICIOUS DESTRUCTION	0	0	18	18	1%	0:15:38	0:06:10	0:26:06	14:04:06	0:46:54
	MENTAL	0	0	3	3	0%	0:18:32	0:02:41	0:31:03	2:36:52	0:52:17
	MISCELLANEOUS	0	13	22	35	2%	0:04:51	0:08:35	0:18:12	13:53:11	0:23:48
	MISSING PERSON	0	1	12	13	1%	0:06:46	0:03:41	0:23:27	9:02:00	0:41:42
	MISSING PERSON - RECOVERED	0	0	3	3	0%	0:09:46	0:05:07	0:17:07	1:36:01	0:32:00
	NARCOTICS INVESTIGATION	0	7	2	9	0%	0:01:20	0:03:06	0:59:06	9:02:15	1:00:15
	NEIGHBORHOOD DISPUTE	0	0	8	8	0%	0:08:52	0:03:45	0:36:04	6:29:30	0:48:41
	NOISE COMPLAINT	0	0	24	24	1%	0:09:22	0:03:14	0:14:35	10:20:33	0:25:51
	ODOR	0	1	0	1	0%	0:00:01	0:00:00	0:11:53	0:11:54	0:11:54

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	ORDINANCE VIOLATION	0	180	12	192	11%	0:42:00	0:10:44	0:14:12	106:52:11	0:33:24
	OVERDOSE	0	0	2	2	0%	0:05:15	0:05:55	1:52:51	4:08:02	2:04:01
	PARKING COMPLAINTS	0	58	30	88	5%	0:09:14	0:07:02	0:11:42	30:13:26	0:20:36
	PATROL CHECK	0	56	1	57	3%	0:00:02	0:00:06	0:27:15	25:54:05	0:27:16
	POLICE ASSIST TO FIRE	0	0	1	1	0%	0:03:59	0:05:41	0:31:47	0:41:27	0:41:27
	RADAR ENFORCEMENT	0	36	0	36	2%	0:00:01	0:00:00	0:19:25	11:39:24	0:19:26
	RECKLESS DRIVING	0	0	6	6	0%	0:03:25	0:03:52	0:14:20	5:24:58	0:54:10
	RESCUE EMERGENCY	0	0	11	11	1%	0:02:02	0:06:39	0:38:01	8:33:57	0:46:43
	RESIDENTIAL CHECK	0	1	2	3	0%	0:02:09	0:04:25	0:19:29	1:13:44	0:24:35
	RETAIL FRAUD	0	0	6	6	0%	0:02:25	0:05:30	0:33:03	3:49:57	0:38:20
	ROBBERY	0	0	1	1	0%	0:01:28	0:01:17	1:09:02	1:11:47	1:11:47
	RUNAWAY JUVENILE	0	0	2	2	0%	0:02:10	0:04:39	1:03:17	2:20:12	1:10:06
	SEARCH WARRANT	0	1	0	1	0%	0:00:00	0:00:00	1:42:57	1:42:57	1:42:57
	SHOTS FIRED	0	0	1	1	0%	0:01:33	0:02:34	0:07:17	0:11:25	0:11:25
	SOLICITOR	0	1	4	5	0%	0:05:09	0:04:26	0:11:35	1:44:40	0:20:56
	STALKING COMPLAINTS	0	1	3	4	0%	0:01:37	0:10:49	0:15:06	1:59:34	0:29:54
	STOLEN VEHICLE	0	0	2	2	0%	0:02:13	0:04:47	0:23:15	1:43:55	0:51:58
	SUICIDE	0	0	6	6	0%	0:03:48	0:03:07	0:21:55	2:53:08	0:28:51
	SURVEILLANCE	0	20	0	20	1%	0:00:01	0:02:02	1:36:10	32:05:50	1:36:18
	SUSPICIOUS INCIDENT	0	6	36	42	2%	0:10:45	0:03:35	0:20:01	21:47:14	0:31:07
	SUSPICIOUS PERSON	0	5	30	35	2%	0:03:46	0:03:05	0:18:42	15:12:36	0:26:04
	SUSPICIOUS VEHICLE	0	0	18	18	1%	0:09:04	0:03:52	0:08:22	6:41:50	0:22:19
	THREATS	1	3	8	12	1%	0:08:10	0:17:42	0:26:03	8:00:21	0:43:40
	TRAFFIC HAZARD	0	9	7	16	1%	0:03:52	0:03:54	0:25:55	7:47:10	0:29:12
	TRAFFIC STOP	0	460	3	463	25%	0:00:01	0:08:36	0:11:08	86:27:20	0:11:12
	TRESPASSING	0	0	2	2	0%	0:02:18	0:02:52	0:23:06	0:56:31	0:28:16
	VIOLATION OF PARK RULES	0	8	0	8	0%	0:00:01	0:00:00	0:19:45	2:38:08	0:19:46

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	VIOLATION OF PUBLIC HEALTH COE	0	11	1	12	1%	0:00:06	0:00:10	1:47:59	21:36:31	1:48:03
	VIOLATION ROAD LAWS	0	12	1	13	1%	0:00:09	0:00:00	0:28:25	6:18:19	0:29:06
	WARRANT	0	10	11	21	1%	0:01:28	0:09:07	0:43:44	17:55:54	0:51:14
	WEAPONS	0	0	2	2	0%	0:07:55	0:01:13	0:39:19	1:36:55	0:48:28
Subtotals for No Summary Code		2	1122	701	1825	100%	0:11:51	0:04:58	0:31:03	872:14:36	0:45:13
Subtotals for WYPD		2	1122	701	1825	100%	0:11:51	0:04:58	0:31:03	872:14:36	0:45:13

SMIA

Events by Nature Code by Agency

Agency: WYPD, Event date/Time range: 01/01/2015 00:00:00 - 05/31/2015 23:59:59

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
WYPD	911	0	0	16	16	0%	0:08:10	0:04:33	0:13:08	6:53:45	0:25:52
	911C	0	0	4	4	0%	0:03:32	0:01:49	0:50:39	2:56:13	0:44:03
	ABANDONED AUTO	0	327	48	375	5%	1:34:32	0:07:58	0:13:05	406:30:49	1:05:03
	ACCIDENT/NON TRAFFIC AREA	0	1	3	4	0%	0:02:04	0:18:52	0:13:21	1:58:18	0:29:35
	ACCIDENT/PERSONAL INJURY	0	1	13	14	0%	0:01:10	0:04:03	1:09:49	17:25:26	1:14:40
	ACCIDENT/PROPERTY DAMAGE	0	8	146	154	2%	0:04:05	0:06:20	0:36:21	115:51:53	0:45:09
	ACCIDENTAL DAMAGE	0	1	7	8	0%	0:06:03	0:03:19	0:50:33	6:10:47	0:46:21
	ALARM	0	0	202	202	3%	0:04:25	0:03:16	0:11:53	65:07:09	0:19:21
	ANIMAL BITE	0	0	8	8	0%	0:04:49	0:05:47	0:43:35	7:13:34	0:54:12
	ANIMAL COMPLAINT	0	9	47	56	1%	0:11:32	0:08:22	0:21:26	34:51:25	0:37:21
	ASSAULT & BATTERY	0	1	27	28	0%	0:10:49	0:03:48	0:42:41	24:04:30	0:51:35
	ASSIST OTHER AGENCY	1	31	69	101	1%	0:03:05	0:07:14	0:36:21	68:52:43	0:41:20
	BREAKING & ENTERING	0	0	29	29	0%	0:07:14	0:03:33	0:45:58	26:02:35	0:53:53
	BREAKING & ENTERING IN PROGRES	0	0	8	8	0%	0:02:05	0:04:20	0:21:26	3:42:47	0:27:51
	BUILDING CHECK	0	22	1	23	0%	0:02:28	0:02:07	0:11:17	4:48:47	0:12:33
	BUSINESS STOP	0	81	0	81	1%	0:00:01	0:00:00	0:13:39	18:26:23	0:13:40
	CHECK WELL BEING	0	5	178	183	2%	0:09:54	0:04:33	0:23:19	115:08:34	0:37:45
	CHILD ABUSE/NEGLECT	0	1	14	15	0%	0:05:31	0:08:55	0:29:14	9:27:27	0:37:50
	CITIZEN ASSIST	0	39	96	135	2%	0:05:54	0:06:52	0:11:44	47:16:07	0:21:00
	CIVIL DISPUTES	0	3	75	78	1%	0:10:02	0:04:28	0:29:41	57:51:28	0:44:30
	CRIMINAL SEXUAL CONDUCT	0	0	7	7	0%	0:06:00	0:06:12	0:47:34	6:13:14	0:53:19
	CURFEW	0	0	1	1	0%	0:00:54	0:00:06	0:04:04	0:05:05	0:05:05
	DEATH INVESTIGATION	0	0	26	26	0%	0:05:13	0:06:34	1:14:46	34:08:20	1:18:47
	DETAIL	0	42	0	42	1%	0:00:01	0:06:50	0:36:19	26:48:04	0:38:17

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	DISABLED COUNTY/CITY VEHICLE	0	1	0	1	0%	0:00:01	0:00:00	0:15:35	0:15:36	0:15:36
	DISORDERLY	0	3	113	116	1%	0:04:56	0:03:40	0:39:10	90:27:44	0:46:47
	DOMESTIC	1	2	209	212	3%	0:03:58	0:03:47	0:46:09	187:34:53	0:53:20
	DRUG VIOLATIONS	0	0	2	2	0%	0:06:12	0:05:58	0:03:48	0:28:29	0:14:15
	DUMPING	0	0	4	4	0%	3:41:33	0:06:35	0:07:42	15:43:22	3:55:51
	ESCORTS	0	2	0	2	0%	0:00:00	0:00:00	1:29:33	2:59:06	1:29:33
	FELONIOUS ASSAULT	0	0	5	5	0%	0:03:53	0:03:22	1:08:06	6:11:17	1:14:15
	FIELD CONTACTS	2	0	5	7	0%	0:00:30	0:00:00	0:00:00	0:20:08	0:04:02
	FIGHT	0	0	19	19	0%	0:02:50	0:02:01	0:31:17	11:24:41	0:36:02
	FIRE	0	0	12	12	0%	0:01:33	0:03:06	0:45:30	10:01:52	0:50:09
	FIREWORKS	0	0	6	6	0%	0:15:40	0:05:38	0:12:43	3:24:11	0:34:02
	FLEEING & ELUDING	0	0	1	1	0%	0:01:06	0:23:41	1:54:22	2:19:10	2:19:10
	FOLLOW-UP	0	510	19	529	7%	0:00:21	0:06:44	0:10:08	96:54:21	0:10:59
	FOUND PROPERTY	0	11	18	29	0%	0:10:26	0:05:36	0:24:18	22:59:10	0:47:33
	FRAUD	0	10	46	56	1%	0:14:12	0:07:27	0:38:49	50:11:16	0:53:46
	FUEL	0	42	0	42	1%	0:00:01	0:00:00	0:07:07	4:59:50	0:07:08
	GAS PUMP	0	19	0	19	0%	0:00:01	0:00:00	0:04:22	1:23:12	0:04:23
	HARASSMENT	0	4	41	45	1%	0:08:35	0:07:24	0:42:59	41:40:56	0:55:35
	HIT & RUN ACCIDENT	0	6	61	67	1%	0:05:55	0:09:31	0:31:05	50:04:02	0:44:50
	HOUSE STOP	0	2	1	3	0%	0:03:47	0:05:48	0:36:39	1:59:35	0:39:52
	IDENTITY THEFT	0	0	14	14	0%	0:04:02	0:10:17	0:22:04	7:03:36	0:30:15
	INDECENT EXPOSURE	0	0	3	3	0%	0:05:19	0:06:13	0:22:06	1:28:40	0:29:33
	INJURY ON DUTY	0	1	0	1	0%	0:00:00	0:00:00	0:03:55	0:03:55	0:03:55
	JUVENILE COMPLAINT	0	1	43	44	1%	0:09:19	0:05:13	0:17:35	35:33:49	0:48:30
	LARCENY	1	12	97	110	1%	0:06:10	0:06:19	0:31:51	73:26:32	0:40:26
	LIQUOR LAW VIOLATION	0	4	5	9	0%	0:02:43	0:02:57	0:35:31	5:45:50	0:38:26
	LOST PROPERTY	0	1	2	3	0%	0:01:20	0:04:23	0:23:20	0:55:20	0:18:27

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	MALICIOUS DESTRUCTION	0	3	68	71	1%	0:08:52	0:06:03	0:22:22	41:10:55	0:34:48
	MENTAL	0	0	16	16	0%	0:07:28	0:02:52	0:35:47	13:27:42	0:50:29
	MISCELLANEOUS	0	45	84	129	2%	0:05:11	0:08:19	0:27:20	70:40:21	0:32:52
	MISSING PERSON	0	2	21	23	0%	0:06:47	0:04:40	0:27:25	15:51:06	0:41:21
	MISSING PERSON - RECOVERED	0	0	9	9	0%	0:14:43	0:05:40	0:21:08	6:36:13	0:44:01
	NARCOTICS INVESTIGATION	0	28	8	36	0%	0:04:33	0:05:10	1:11:22	43:21:48	1:12:16
	NEIGHBORHOOD DISPUTE	0	0	38	38	0%	0:10:09	0:05:02	0:33:57	30:10:23	0:47:39
	NOISE COMPLAINT	0	1	74	75	1%	0:09:09	0:04:23	0:13:15	33:03:53	0:26:27
	ODOR	0	1	0	1	0%	0:00:01	0:00:00	0:11:53	0:11:54	0:11:54
	OPERATING UNDER THE INFLUENCE	0	27	5	32	0%	0:00:29	0:02:28	1:44:20	55:56:39	1:44:54
	ORDINANCE VIOLATION	0	399	25	424	5%	0:34:38	0:10:29	0:17:24	249:08:34	0:35:15
	OVERDOSE	0	0	6	6	0%	0:02:53	0:03:25	0:56:06	6:14:33	1:02:26
	PARKING COMPLAINTS	0	205	101	306	4%	0:14:53	0:08:02	0:13:51	132:14:57	0:25:56
	PATROL CHECK	0	194	1	195	2%	0:00:01	0:00:06	0:30:31	99:14:40	0:30:32
	POLICE ASSIST TO FIRE	0	0	3	3	0%	0:01:30	0:03:40	0:35:12	2:01:09	0:40:23
	PRISONER TRANSPORT	0	1	9	10	0%	0:01:00	0:04:56	1:01:28	13:41:49	1:22:11
	RADAR ENFORCEMENT	0	206	0	206	3%	0:00:01	0:00:00	0:15:47	54:14:43	0:15:48
	RAID	0	1	0	1	0%	0:00:00	0:00:00	0:09:43	0:09:43	0:09:43
	RECKLESS DRIVING	0	2	12	14	0%	0:05:26	0:04:12	0:14:05	8:05:42	0:34:42
	RECOVERED STOLEN VEH / PROP	0	1	9	10	0%	0:02:46	0:04:35	0:37:31	6:42:44	0:40:16
	RESCUE EMERGENCY	0	0	67	67	1%	0:02:03	0:04:20	0:42:27	51:44:31	0:46:20
	RESIDENTIAL CHECK	0	1	8	9	0%	0:05:19	0:04:20	0:15:33	3:29:51	0:23:19
	RETAIL FRAUD	0	0	20	20	0%	0:03:43	0:04:30	0:50:06	18:52:16	0:56:37
	ROBBERY	0	0	2	2	0%	0:01:41	0:01:50	0:40:05	1:27:12	0:43:36
	RUNAWAY JUVENILE	0	1	7	8	0%	0:05:34	0:04:59	0:52:43	8:40:31	1:05:04
	SEARCH WARRANT	0	2	0	2	0%	0:00:00	0:00:00	2:28:51	4:57:43	2:28:52
	SHOTS FIRED	0	0	4	4	0%	0:02:51	0:02:36	0:10:12	1:02:38	0:15:40

Agency Code	Nature Code	Rpt Only	Self Init	CFS	Total	% Total	Avg Disp Time	Avg Resp Time	Avg Scene Time	Total Call Time	Avg Call Time
	SOLICITOR	0	1	8	9	0%	0:04:48	0:05:26	0:09:08	2:53:55	0:19:19
	STALKING COMPLAINTS	0	2	11	13	0%	0:03:24	0:06:16	0:16:30	5:46:06	0:26:37
	STOLEN VEHICLE	0	0	18	18	0%	0:09:02	0:06:18	0:21:17	11:44:09	0:39:07
	SUBPOENA	0	5	0	5	0%	0:00:01	0:00:00	0:25:29	2:07:34	0:25:31
	SUICIDE	0	0	19	19	0%	0:04:30	0:03:46	0:39:37	15:09:50	0:47:53
	SURVEILLANCE	0	26	0	26	0%	0:00:01	0:02:02	1:30:11	39:07:10	1:30:17
	SUSPICIOUS INCIDENT	0	21	150	171	2%	0:06:27	0:04:03	0:22:13	87:58:23	0:30:52
	SUSPICIOUS PERSON	1	70	88	159	2%	0:03:17	0:03:08	0:15:39	52:44:09	0:20:02
	SUSPICIOUS VEHICLE	0	22	59	81	1%	0:08:20	0:04:06	0:10:49	28:46:22	0:21:19
	TAMPERING WITH AUTO	0	0	1	1	0%	0:04:12	0:00:15	0:17:23	0:21:50	0:21:50
	THREATS	1	5	53	59	1%	0:08:33	0:08:31	0:30:09	42:38:07	0:44:06
	TRAFFIC HAZARD	0	32	35	67	1%	0:05:23	0:06:02	0:16:38	25:57:34	0:23:15
	TRAFFIC STOP	0	2343	17	2360	30%	0:00:02	0:03:53	0:11:22	447:42:10	0:11:23
	TRESPASSING	0	0	9	9	0%	0:03:20	0:03:54	0:53:46	8:51:28	0:59:03
	VIOLATION OF PARK RULES	0	8	0	8	0%	0:00:01	0:00:00	0:19:45	2:38:08	0:19:46
	VIOLATION OF PUBLIC HEALTH COE	0	27	3	30	0%	0:00:09	0:03:37	1:33:40	47:03:12	1:34:06
	VIOLATION ROAD LAWS	0	73	3	76	1%	0:00:15	0:10:35	0:51:11	64:19:19	0:50:47
	WARRANT	26	20	52	98	1%	0:04:37	0:17:17	1:00:26	93:29:29	1:17:55
	WEAPONS	0	1	14	15	0%	0:03:28	0:04:14	0:41:05	12:07:47	0:48:31
Subtotals for No Summary Code		33	4979	2888	7900	100%	0:08:14	0:05:33	0:33:48	3797:36:48	0:43:43
Subtotals for WYPD		33	4979	2888	7900	100%	0:08:14	0:05:33	0:33:48	3797:36:48	0:43:43