

AGENDA FOR THE COMMITTEE OF THE WHOLE AND REGULAR SESSION
MONDAY, JUNE 29th 2015 7:00 PM
PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON
CHAIRPERSON OF THE EVENING: THE HONORABLE TED MICIURA JR.

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

PRESENTATION:

PRESENTATION BY REPRESENTATIVES OF
THE TIMMERMAN FAMILY REGARDING A FUNDRAISER
GOLF OUTING AND DINNER ON
SATURDAY, AUGUST 8TH, 2015
AT WYANDOTTE SHORES

COMMUNICATIONS MISCELLANEOUS:

1. Communication from Total Health Foods requesting to removal a tree in front of the newly acquired 2939 First Street business.
2. Communication from Don Ukrainec, President Wyandotte Boat Club requesting to host a summer rowing regatta on Sunday, July 12, 2015.
3. Communication from Thomas Roberts, AIA, 2927-4th Street requesting a temporary closure of a sidewalk and alley during restoration of the Mehlhouse Ice Cream building.

PERSONS IN THE AUDIENCE:

NEW BUSINESS (ELECTED OFFICIALS):

COMMUNICATIONS FROM CITY AND OTHER OFFICIALS

4. Communication from the City Clerk, William R. Griggs.
5. Communication from the Chief of Police regarding the approval to hire three (3) Police Officers.
6. Communications from the Director of Information Technology regarding Credit Card and Electronic Payment Processing-Official Payments.
7. Communication from the Superintendent of Recreation relative to the naming of the Grove Street Green Belt as an official city park.
- 8 . Communications from the Special Event Coordinator.
 - A. Shuttle Service for the Wyandotte Street Art Fair
 - B. WSAF Entertainment Contracts
 - C. WSAF Children's Entertainment Area
9. Communication from the City Engineer regarding the replacement of Department of Public Service (DPS) Snow Removal Equipment.
10. Communication from the Planning Commission regarding the rezoning of the property known as 412 Vinewood and the former 422 Vinewood

11. Communication from the City Engineering regarding the Adopt-A-Lot Program.

12. Communication from the City Engineer regarding the acquisition of the property at 140 Superior and sale of former 333 Maple.

13. Communication from the Planning Commission relative to the rezoning of the property known as 1777 Oak Street, Wyandotte, Michigan .

14. Communication from the City Engineer submitting an amendment to purchase agreement for the former 1201 Chestnut.

15. Communication from the Planning Commission regarding approved PD Plan for 2927-4th Street.

16. Communication from the Planning Commission relative to the rezoning of the property known as former 362 Hudson.

17. Communication from the Planning Commission regarding a zoning ordinance amendment- Article XXII Special Land Uses, Section 2202 V outdoor sales space for new or used automobiles, recreation vehicles, mobile homes and boats.

CITIZENS PARTICIPATION:

HEARINGS:

HEARING RELATIVE TO A
COMMERCIAL FACILITIES EXEMPTION
CERTIFICATE -2948-54-58 BIDDLE AVENUE
CITY OF WYANDOTTE

FIRST READING OF AN ORDINANCE:

AN ORDINANCE ENTITLED
AN ORDINANCE TO AMEND THE CITY OF
WYANDOTTE ZONING ORDINANCE BY ADDING
ARTICLE XXII-SECTION 2200 SPECIAL LAND USES, SECTION V-Outdoor sales
Space for new or used automobiles, recreation vehicles, mobile homes and boats

REPORTS AND MINUTES:

Daily Cash Receipts

June 23, 2015

PRESENTATION



Hockey has Heart

35500 Eight Mile Road, Farmington Hills, Michigan 48335

June 22, 2015

Mayor Joseph Peterson
City of Wyandotte
3200 Biddle Avenue, Suite 300
Wyandotte, MI 48192

Dear Mayor Peterson:

We would like to thank you for your personal support in our efforts to raise funds for the Timmerman family to offset loss of wages and medical expenses.

As you know we are holding a golf outing and dinner on Saturday, August 8 at Wyandotte Shores. Our current focus is securing golfers, and sponsors for the event. We are utilizing social media but could use help informing the community about our efforts.

We would appreciate your help in securing a five minute time slot at the next City Council meeting scheduled for Monday, June 29. We will have material on hand regarding the outing and our overall efforts to help the Timmerman family.

Thank you for your consideration.

Sincerely,

Anne Goudy
35 Strong Golf Outing Chair

Lucy Oakleaf, President
Hockey has Heart

Founded in 2002, Hockey has Heart is a Michigan based 501(c)3 non-profit. Tax ID No. 35-2194497
Visit us on the web at www.hockeyhasheart.com or on Facebook.

1

June 25, 2015

Dear City Counsel

We are asking you to please take down a tree in front of the newly aquired 2939 First Street Address/The Old Gail's Office Supply Building. The front of the building will be going through a large renovation over the next couple of months. This building entrance is in such a bad state that we need to repair the whole entrance on first street. The front door entrance is right in front of the planter box with the tree in it. The tree also covers the whole front of the building so that signage would not be visable. Our business caters to seniors and handicap people where visability from the parking lot is important. What we would like to do is keep the planter box, have the tree taken down and then maintain it with a beautiful display of flowers and plants.

Sincerely,

Total Health Foods & Alice Haung's Chinese Natural Therapies



TOTAL HEALTH FOODS
Organic Food • Vitamins • Supplements

Gluten Free Foods • Holistic Health Classes
Therapeutic Services • Bulk Herbs • Juice Bar

(734) 246-1208
2938 Biddle Ave. Wyandotte
www.THFDowntown.com

 Facebook
Mon-Thu: 9am-9pm
Fri-Sat: 9am-10pm
Sunday: 11am-7pm

Janette Crossman
Janette Crossman

2

June 5, 2015

The Honorable Mayor Joseph Peterson
And members of the City Council
City of Wyandotte
3200 Biddle Ave
Wyandotte, MI 48192

Dear Mayor Peterson and Members of the City Council:

The Wyandotte Boat Club is celebrating 140 years of rowing in Wyandotte and on the Detroit River.

To celebrate this milestone, we are hosting a summer rowing regatta on Sunday, July 12, 2015.

This event will be smaller than our two spring regattas that we host in late April and early May.

We ask your permission to use the BASF Waterfront Park for the day until 2pm and also ask for your support in providing assistance as has been afforded us in the past by the Division of Public Services and the Recreation Department.

We once again ask that Biddle Avenue be closed between Pine and Third Streets during the regatta, this would be a continuation of the street closure for the Art Fair, to provide parking and storage for the visiting clubs' shell-trailers. We will work with the DPS to minimize the time that the street will be closed.

Thank you in advance for your assistance.

Sincerely yours,
For The Wyandotte Boat Club

Don Ukrainec
President
Wyandotte Boat Club

Thomas Roberts Architect



June 24, 2015

Honorable Mayor & City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Re: 2927 4th Street
Temporary Sidewalk & Alley Closure

Dear Mayor and City Council:

The following request is for the temporary closure of the sidewalk and alley during the restoration of the Mehlhose Ice Cream building located at 2927 4th Street starting on June 30 through August 28, 2015.

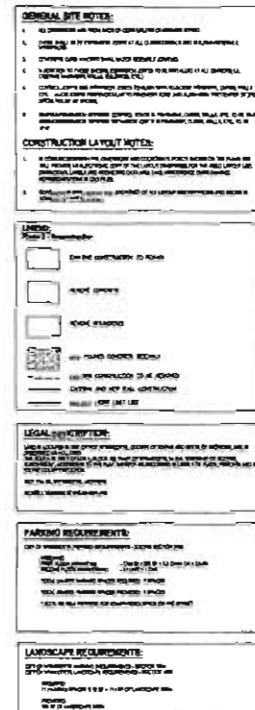
Over the next two months there will be periodic sidewalk and alley closures to enable contractors to perform the necessary work to restore the exterior facades of the building. The exterior work includes the following (see attached sketch for additional information):




1. Alley closure to install new underground electric service. Work will be completed in one day and will occur sometime within the next two weeks.
2. Masonry tuck-pointing on the west and south facades. Work will take approximately four weeks to complete and will start the Monday following the Wyandotte Street Art Fair.
3. Concrete sidewalk replacement & Marquee Installation. Work will be completed towards the end of the project and will take approximately one week to complete.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Thomas Roberts, AIA



-  Sidewalk Replacement
-  Masonry Tuckpointing
-  New Underground Electric Service

PERMITS

Surv

HOLD HARMLESS AND RELEASE

In consideration of the City of Wyandotte granting permission to Thomas Roberts to utilize the alley south of the building at 2927 4th Street and the public sidewalk in front of the building for restoration work at 2927 4th Street from June 30th through August 29, 2015, (as indicated on the attached communication dated June 24, 2015), 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.

Thomas Roberts, AIA

BY:

IT'S: Owner

Address: <u>2927 4th Street</u>	<u>Wyandotte</u>	<u>Michigan</u>	<u>48192</u>
Street	City	State	Zip

Telephone: 734-

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

June 25, 2015

Honorable Mayor Joseph R. Peterson and City Councilmembers:

With a heavy heart and steady hand I wish to inform the Mayor, Council, Department Heads, Employees of the City of Wyandotte and Citizens of the City of Wyandotte that I will be resigning my elected position of City Clerk effective July 31, 2015. Although my present elected term does not expire until May 2017 I have decided to retire from public office; to spend quality time with my family.

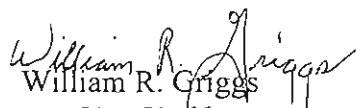
I have had the honor and privilege of serving the City of Wyandotte, as your City Clerk, since 1973 and I appreciate the trust and support that you have given me while serving in this capacity for 42 years.

As the keeper of the records, registrar of birth and death records, freedom of information coordinator, City Council Secretary, Retirement Commission Secretary and Chief Election Official the position has been both challenging and rewarding.

Father time has a way of telling you its time to put away the pen ; cover up the election equipment, and close the vault door. However my heart will always be with the City of Wyandotte and its citizens as it has been a privilege to serve each and every one of you.

In closing God Bless Wyandotte.

Sincerely yours,


William R. Griggs
City Clerk

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(5)

MEETING DATE: June 29, 2015

AGENDA ITEM #

ITEM: Hiring – Police Officers Chad Pearson, Douglas Johnston, & John McKinnie

PRESENTER: Daniel J. Grant, Chief of Police

Daniel J. Grant

INDIVIDUALS IN ATTENDANCE: Dan Grant

BACKGROUND: The City of Wyandotte accepted applications for the position of Police Officer until May 15, 2015 and the applicants had until May 30th to take the entry level written examination as administered by EMPCO Inc. Those applicants who were successful in passing the examination were then required to take a physical agility test which was administered at Wyandotte Roosevelt High School with the passing candidates being invited for a formal interview. The candidates were ranked according to their scores throughout the process and the highest scoring candidates had a background investigation conducted on them. After completion of this extensive process, we are requesting City Council approval to hire candidates Chad Pearson, Douglas Johnston, and John McKinnie who have done a great job in our selection process.

Chad Pearson, who is a Lincoln Park resident, has his Associate's Degree from Schoolcraft College, graduated from the Wayne County Regional Police Academy, and has been a Lincoln Park Police Officer for the past 8-years.

Douglas Johnston, who is a Grosse Pointe Woods resident, has his Bachelor's Degree from Western Michigan University and recently graduated from the Macomb County Police Academy.

John McKinnie, who is a Wyandotte resident, has his Bachelor's Degree from Central Michigan University and recently graduated from the Wayne County Regional Police Academy.

I have spoken with the candidates and they are very excited about this opportunity to work with the Wyandotte Police Department. If approved for hire by the City Council, a conditional job offer will be presented to them with their hiring being contingent upon passing physical and psychological examinations

STRATEGIC PLAN/GOALS: To hire candidates Chad Pearson, Douglas Johnston, and John McKinnie and have them enter our 12-week Field Training Program and upon successful completion they will begin solo patrols on a probationary status for 18-months.

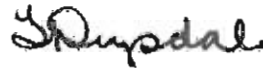
ACTION REQUESTED: Concur with the Police Department to hire Candidates Pearson, Johnston, and McKinnie as probationary Police Officers.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Funds for these position's salary/benefits are budgeted in the Police Department budget in the salary account 101-301-725-110.

IMPLEMENTATION PLAN: The City Administrator's Office will coordinate the hiring and implementation of benefits for the positions.

COMMISSION RECOMMENDATION: The Police Commission approved the hiring of the three candidates at their regular meeting on Tuesday June 16, 2015.

CITY ADMINISTRATOR'S RECOMMENDATION: Based on a review of the City's current resources, organizational structure, and staffing expectations, the filling of this position appears necessary to provide effective services to the residents of the City of Wyandotte. Concur with recommendation.



(Todd Drysdale, City Administrator)

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation.



(Joseph Peterson, Mayor)

LIST OF ATTACHMENTS:

1. Letter of Conditional Job Offer
2. Employment application

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 29, 2015

RESOLUTION by Councilman _____

BE IT RESOLVED BY THE CITY COUNCIL that Council Concurs with the determination that vacancies exist for the position of Police Officer and the Council authorizes the filling of such vacancies and

FURTHER RESOLVED BY THE CITY COUNCIL that subsequent to a written examination, physical agility test, interview panel, and background investigation conducted by the Police Department, candidates Chad Pearson, Douglas Johnston, and John McKinnie are being offered employment as probationary Police Officers contingent upon their successful completion of physical, drug screen, and psychological examinations.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

TREASURER
Todd M. Browning

CITY ASSESSOR
Thomas R. Woodruff



CITY COUNCIL

Sheri Sutherby Fricke

Daniel E. Galeski

Ted Miciura, Jr.

Leonard T. Sabuda

Donald C. Schultz

Lawrence S. Stec

June 30, 2015

Douglas Johnston

Dear Douglas,

Congratulations, you have successfully completed the initial selection process for the position of Police Officer with the Wyandotte Police Department. I am authorized to extend to you a conditional offer of employment, subject to your ability to successfully complete a background investigation, a comprehensive medical/psychological examination and drug screening. Upon acceptance of this offer you will be scheduled for these examinations to be conducted. Please give careful consideration to your acceptance as the City of Wyandotte incurs considerable expense for this testing. A final offer of employment will be rendered to those applicants successfully completing the entire process with employment beginning soon thereafter.

Please return this letter within 24 hours to my attention after filling in your appropriate response below. We are looking forward to a successful employment relationship.

Sincerely,

Daniel J. Grant
Chief of Police

_____ I accept this conditional offer of employment, understanding that I must successfully complete additional testing to receive a final offer.

_____ I decline this offer.

SIGNED _____ DATE _____

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

TREASURER
Todd M. Browning

CITY ASSESSOR
Thomas R. Woodruff



CITY COUNCIL

Sheri Sutherby Fricke

Daniel E. Galeski

Ted Miciura, Jr.

Leonard T. Sabuda

Donald C. Schultz

Lawrence S. Stec

June 30, 2015

John McKinnie

Dear John,

Congratulations, you have successfully completed the initial selection process for the position of Police Officer with the Wyandotte Police Department. I am authorized to extend to you a conditional offer of employment, subject to your ability to successfully complete a background investigation, a comprehensive medical/psychological examination and drug screening. Upon acceptance of this offer you will be scheduled for these examinations to be conducted. Please give careful consideration to your acceptance as the City of Wyandotte incurs considerable expense for this testing. A final offer of employment will be rendered to those applicants successfully completing the entire process with employment beginning soon thereafter.

Please return this letter within 24 hours to my attention after filling in your appropriate response below. We are looking forward to a successful employment relationship.

Sincerely,

Daniel J. Grant
Chief of Police

_____ I accept this conditional offer of employment, understanding that I must successfully complete additional testing to receive a final offer.

_____ I decline this offer.

SIGNED _____ DATE _____

MAYOR
Joseph R. Peterson

CITY CLERK
William R. Griggs

TREASURER
Todd M. Browning

CITY ASSESSOR
Thomas R. Woodruff



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

June 30, 2015

Chad Pearson

Dear Chad,

Congratulations, you have successfully completed the initial selection process for the position of Police Officer with the Wyandotte Police Department. I am authorized to extend to you a conditional offer of employment, subject to your ability to successfully complete a background investigation, a comprehensive medical/psychological examination and drug screening. Upon acceptance of this offer you will be scheduled for these examinations to be conducted. Please give careful consideration to your acceptance as the City of Wyandotte incurs considerable expense for this testing. A final offer of employment will be rendered to those applicants successfully completing the entire process with employment beginning soon thereafter.

Please return this letter within 24 hours to my attention after filling in your appropriate response below. We are looking forward to a successful employment relationship.

Sincerely,

Daniel J. Grant
Chief of Police

_____ I accept this conditional offer of employment, understanding that I must successfully complete additional testing to receive a final offer.

_____ I decline this offer.

SIGNED _____ DATE _____

CITY OF WYANDOTTE, MICHIGAN 48192

APPLICATION FOR EMPLOYMENT

91.89
Empco

(PLEASE PRINT PLAINLY)

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

EMPLOYMENT DESIREDPosition applied for Police Officer

Have you read the description of this job?

☒

Yes

☐

No

Are you qualified to perform these duties?

☒

Yes

☐

No

Other position you would consider _____

Type of employment desired:

☒

Full-Time

☐

Part-Time

☐

Temporary

Date you can start May 18, 2015Wage expected \$ Negotiable**PERSONAL INFORMATION**Social Security Number [REDACTED]

Name	Johnston	Douglas	Bryan
	Last	First	Middle
Address	[REDACTED] Grosse Pointe Woods		MI 48236
	Street	City	State Zip Code
Telephone (including area code)	[REDACTED]		

Other last names used while working, if any _____

Are you a U.S. Citizen?

☒

Yes

☐

No

If no, specify type of entry document and work authorization _____

Have you ever been convicted of a crime?

☒

Yes

☐

No

If yes, please give specifics Open intoxicant container local ordinance violation. Kalamazoo, MI. March 2013. Paid fine

Are there any felony charges pending against you?

☐

Yes

☒

No

If yes, please give specifics _____

Have you ever served in the U.S. Military?

☐ Yes ☒ No

If yes, indicate branch of military? _____

Dates of duty: From _____ To _____ Type of discharge _____
Month Day Year Month Day Year

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

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

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

If yes, what type of license do you hold? _____

Have you ever employed by the City of Wyandotte? ☐ Yes ☒ No

If so, when? _____

Have any of your relatives ever been employed by the City of Wyandotte? ☐ Yes ☒ No

If yes, indicate names and dates employed _____

Are you a smoker? ☐ Yes ☒ No

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

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

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

Have you ever been bonded on a job? ☐ Yes ☒ No

If so, where and when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Richard Johnston Telephone (including area code) _____

Address _____
Street City State Zip Code
Grosse Pointe Woods MI 48236

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
Carl Schuster, Security Officer	863 N Brys Dr Grosse Pointe Woods, MI 48236	██████████-██████8
Keith Kurtz, Trucking & Aux Officer	686 Blairmoore Ct Grosse Pointe Woods, MI 48236	██████████-██████
Anthony Jantz, Police Officer	22800 Beaconsfield Ave Apt 10 Eastpointe, MI 48021	██████████-██████

EDUCATION

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

Currently attend Macomb Police Academy. Completed Internship at Shelby Twp Distict Court 41A in summer 2013.

	NAME	CITY/STATE	DEGREE	MAJOR
High School	Grosse Pointe North High School	Grosse Pointe Woods, MI	Diploma	General Studies
College	Western Michigan University	Kalamazoo, MI	B.A.	Criminal Justice
Other	Macomb Police Academy	Clinton Township, MI	Police Certification	Graduation: May 18, 2015

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

1. Firm name Grosse Pointe Yacht Club

Employed from May 2013 to present

Type of business Private yacht club

Address 788 Lake Shore Rd Grosse Pointe Shores MI 48236

Telephone Number (313)884-2500 Name of supervisor Kirk Risk

Positions Security Officer Starting salary \$ 10.34/hr Final salary \$ 10.64/hr

Duties performed Access Control, patrol premise, secure club house, lock doors. Enforcement of all club rules.

Reason for leaving N/A

If presently employed, may we contact your supervisor? ☒ Yes ☐ No If yes, telephone (313)220-4200

2. Firm name Universal Parking of America

Employed from January 2014 to June 2014

Type of business Valet parking services

Address 31355 W 13 Mile Rd #200 Farmington Hills, MI MI 48334

Telephone Number (313)343-7272 Name of supervisor Edward Dzierzawski

Positions Valet Attendant Starting salary \$ 7.50-9/hour + tips Final salary \$ 7.50-9/hour + tips

Duties performed Provide parking services at St. John Hospital in Detroit, MI.

Reason for leaving I was working two jobs at the time. My boss hired me knowing it would only be temporary.

Have you ever been suspended or discharged from employment?

☐ Yes ☒ No

If yes, please explain _____

CITY OF WYANDOTTE, MICHIGAN 48192

APPLICATION FOR EMPLOYMENT

(PLEASE PRINT PLAINLY)

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

EMPLOYMENT DESIREDPosition applied for Police Officer

Have you read the description of this job?

☒

Yes

☐

No

Are you qualified to perform these duties?

☒

Yes

☐

No

Other position you would consider na

Type of employment desired:

☒

Full-Time

☐

Part-Time

☐

Temporary

Date you can start 04/01/2015Wage expected \$start \$44,000 (Year)**PERSONAL INFORMATION**Social Security Number [REDACTED]

Name

PiersonChadDrew

Last

First

Middle

Address

[REDACTED]veLincoln ParkMI48146

Street

City

State

Zip Code

Telephone (including area code) [REDACTED]Other last names used while working, if any na

Are you a U.S. Citizen?

☒

Yes

☐

No

If no, specify type of entry document and work authorization na

Have you ever been convicted of a crime?

☐

Yes

☒

No

If yes, please give specifics na

Are there any felony charges pending against you?

☐

Yes

☒

No

If yes, please give specifics na

Have you ever served in the U.S. Military?

☐ Yes ☒ No

If yes, indicate branch of military? na

Dates of duty: From na na na To na na na Type of discharge na
Month Day Year Month Day Year

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

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

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

If yes, what type of license do you hold? na

Have you ever employed by the City of Wyandotte? ☐ Yes ☒ No

If so, when? na

Have any of your relatives ever been employed by the City of Wyandotte? ☐ Yes ☒ No

If yes, indicate names and dates employed na

Are you a smoker? ☐ Yes ☒ No

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

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

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

Have you ever been bonded on a job? ☐ Yes ☒ No

If so, where and when? na

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Donald and Karen Pierson Telephone (including area code) [REDACTED]

Address [REDACTED] Riverview MI 48193
Street City State Zip Code

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
Krist Kowalski III	473 New York, Lincoln Park, MI,	[REDACTED]
Daphene Agius	14318 Williamsburg, Riverview	[REDACTED]
Robert Fitzpatrick	2109 10th, Wyandotte, MI	[REDACTED]

EDUCATION

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

MCOLCS Certified, Basic SWAT School, Data Master, Glock Armorer, Reid Interview/Interrogation, Radar/Laser.

	NAME	CITY/STATE	DEGREE	MAJOR
High School	Lincoln Park High School	Lincoln Park/MI	Diploma	General
College	Schoolcraft College	Garden City/MI	Associates	Criminal Justice
Other	na			

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

1. Firm name Lincoln Park Police Department

Employed from December 2008 to Present

Type of business Police Department/Police Officer

Address 1427 Cleophus Lincoln Park MI 48146

Telephone Number 313-381-1800 Name of supervisor Sgt. Scott Lavis

Positions Special Operations Detective Starting salary \$ 19.70 per hour Final salary \$ 23.07 per hour

Duties performed Police Officer/Narcotics Detective, responsible for any cases involving narcotics

Reason for leaving trying to better myself, better work environment, Emergency Manager has been appointed

If presently employed, may we contact your supervisor? ☒ Yes ☐ No If yes, telephone 313-381-1800

2. Firm name Taylor Police Department

Employed from December 2012 to February 2013

Type of business Police Department/Police Officer

Address 23515 Goddard Rd. Taylor MI 48180

Telephone Number 734-287-6611 Name of supervisor Commander Rick Hopper

Positions Police Officer Starting salary \$ 17.00 per hour Final salary \$ 17.00 per hour

Duties performed Police Officer/Patrolman

Reason for leaving Could not afford to take the pay cut at that time.

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

If yes, please explain Na



CITY OF WYANDOTTE, MICHIGAN 48192

**APPLICATION
FOR
EMPLOYMENT**80.68
Empco

(PLEASE PRINT PLAINLY)

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

EMPLOYMENT DESIREDPosition applied for Police Officer

Have you read the description of this job?

☒

Yes

☐

No

Are you qualified to perform these duties?

☒

Yes

☐

No

Other position you would consider _____

Type of employment desired:

☒

Full-Time

☐

Part-Time

☐

Temporary

Date you can start May 18th 2015

Wage expected \$ _____

PERSONAL INFORMATIONSocial Security Number [REDACTED]

Name	McKinnie	Jonathan	Alan
	Last	First	Middle
Address	[REDACTED]	Wyandotte	MI 48192
	Street	City	State Zip Code
Telephone (including area code)	[REDACTED]		

Other last names used while working, if any _____

Are you a U.S. Citizen?

☒

Yes

☐

No

If no, specify type of entry document and work authorization _____

Have you ever been convicted of a crime?

☐

Yes

☒

No

If yes, please give specifics _____

Are there any felony charges pending against you?

☐

Yes

☒

No

If yes, please give specifics _____

Have you ever served in the U.S. Military?

☐ Yes ☒ No

If yes, indicate branch of military? _____

Dates of duty: From _____ To _____ Type of discharge _____
Month Day Year Month Day Year

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

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

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

If yes, what type of license do you hold? _____

Have you ever employed by the City of Wyandotte? ☐ Yes ☒ No

If so, when? _____

Have any of your relatives ever been employed by the City of Wyandotte? ☐ Yes ☒ No

If yes, indicate names and dates employed _____

Are you a smoker? ☐ Yes ☒ No

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

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

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

Have you ever been bonded on a job? ☒ Yes ☐ No

If so, where and when? 2011-2013 at One Reverse Mortgage/Quicken Loans as a Mortgage Banker

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Susan McKinnie Telephone (including area code) _____

Address _____ Wyandotte MI 48192
Street City State Zip Code

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
James Wade, Dearborn Police Officer	9708 Buckingham Ave Allen Park, MI 48101	_____
Fred Young, Retired Woodhaven PD	18864 Circle Lane South Southgate, MI 48195	_____
Karl Kakaley, Mortgage Banker	21131 Audette St. Dearborn, MI 48124	_____

EDUCATION

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

	NAME	CITY/STATE	DEGREE	MAJOR
High School	Roosevelt High School	Wyandotte/MI		
College	Central Michigan University	Mt. Pleasant/MI	B.S. in Business Admin.	Finance
Other	Wayne County Regional Police Academy	Livonia/MI		

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

1. Firm name Benmar Designs

Employed from June 2014 to January 2015

Type of business Built displays for the big three auto companies

Address 11475 Reek Rd Southgate MI 48195

Telephone Number (734)915-0495 Name of supervisor Jay Potter

Positions CNC Operator Starting salary \$ \$10/hr Final salary \$ \$11/hr

Duties performed Worked on the CNC machine which cut parts for the displays

Reason for leaving Started the police academy

If presently employed, may we contact your supervisor? ☐ Yes ☐ No If yes, telephone One Reverse Mortgage/Quicken Loans

2. Firm name One Reverse Mortgage/Quicken Loans

Employed from Dec. 2010 to Nov. 2013

Type of business Mortgage Company

Address 644 Woodward Ave Detroit MI 48226

Telephone Number 888-663-2345 Name of supervisor James Petrone

Positions Mortgage Banker Starting salary \$ \$40,000 Final salary \$ \$55,000

Duties performed Sold mortgages over the phone to clients in 17 different states

Reason for leaving Wanted to pursue career in law enforcement

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

If yes, please explain _____


CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

(6)

MEETING DATE: 06-29-15

RESOLUTION #

ITEM: Credit Card and Electronic Payment Processing – Official Payments

PRESENTER: David Fuller, Director of Information Technology 

BACKGROUND: Now that the switch to BS&A for many internal business processes has been completed, moving to an electronic payment solution that is more closely integrated with BS&A is paramount. This will increase productivity and provide a streamlined experience for those who wish to utilize these payment methods. Currently, two vendors are integrated with BS&A – Point & Pay and Official Payments and both offer comparable services. After working closely with both vendors, Official Payments offered the best overall pricing. The offer presented will lower the cost to accept an electronic payment through a lower fee per transaction and reduced processing time per transaction for our staff.

Cost Comparison:


- Point & Pay – ((0.75% * dollar amount) + \$0.40) Ex: \$200 payment = \$1.90
- Official Payments – all payments \$1.75
- Non-Utility Payments
 - Current – Minimum \$3.95 or 2.5%
 - Proposed – Minimum \$1.00 or 2.55%

STRATEGIC PLAN/GOALS: Enhance services to citizens.

ACTION REQUESTED: Authorize the appropriate representatives to sign the agreement with Official Payments Corporation.

BUDGET IMPLICATIONS: This agreement will lower the current budgeted costs to acquire an electronic payment.

IMPLEMENTATION PLAN: Upon council approval execute the vendor agreement to start implementation.

MAYOR'S RECOMMENDATION: Concur with recommendation. 

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation. 

LEGAL COUNSEL'S RECOMMENDATION: Concur with recommendation – email

LIST OF ATTACHMENTS:

- Commission Resolution
- Cost sheets from both providers
- Official Payments Services Agreement

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY CLERK AND MAYOR TO SIGN AN AGREEMENT WITH OFFICIAL PAYMENTS CORPORATION TO PROVIDE CREDIT CARD PROCESSING CAPABILITIES FOR ONLINE BILL PAYMENTS.

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

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

WHEREAS, enabling more city functions to accept electronic payments will benefit the citizens of Wyandotte; and

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

BE IT RESOLVED by the City Council that Council CONCURS with the Wyandotte Municipal Services Commission and the Director of Information Technology in the following; that the City Clerk and Mayor are hereby authorized to sign an agreement with Official Payments to provide credit card processing capabilities for online bill payments at an agreed transactional rate.

I move the adoption of the forgoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

RESOLUTION # 06-2015-03

A RESOLUTION AUTHORIZING THE DIRECTOR OF INFORMATION TECHNOLOGY TO SIGN AN AGREEMENT WITH OFFICIAL PAYMENTS CORPORATION TO PROVIDE CREDIT CARD PROCESSING CAPABILITIES FOR ONLINE BILL PAYMENTS.

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

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

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

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

ADOPTED this 10th of June, 2015

MOTION by
Commissioner

Jeff Cole

Supported by
Commissioner

Bob Alderman

YEAS

COMMISSIONER

NAYS

✓
✓
✓
✓
✓
Sadowski
Lupo
Cole
Alderman
Hughes

ATTEST:

WYANDOTTE MUNICIPAL SERVICE COMMISSION

By:

Leshi Lupo
President

By:

[Signature]
Secretary

City of Wyandotte, MI
Point & Pay Proposal
2/23/15



Richard Malone
Email: rmalone@pointandpay.com
Direct Line: 248-396-6541

Description of Services:

Web: single online payment for multiple line items

- Visa, MasterCard, Discover, American Express(Debit/Credit)- accepted
- E-checks accepted
- Customizable web pages
- Customizable messaging on receipts
- Emailed receipt at time of transaction
- Online registration for recurring payments with payment history
- 2 Free Card Readers per department

OTC: Over-the-Counter transactions

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Customizable messaging on receipts
- Flexibility to print to many different in-house printers
- Multi-pay check out

IVR: Interactive Voice Response (automated phone system)

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Unique 800 telephone number for customers to make payments
- Unique confirmation number generated for all payments
- Option to speak to a live operator in English/Spanish

Reports and Deposits

- 24/7 Access to Real-Time Reporting
- 48 hour lump sum deposit
- Option to deposit to multiple bank accounts
- Hierarchy Control

Fee Schedule- Web, IVR, POS		
Item	Convenience Fees if Funded by the Constituent	Fees if Absorbed
Tax Payments-all card types	3% \$2.00 minimum	Interchange + 40 basis points
Non-Tax Payments- all card types	3% \$2.00 minimum	Interchange + 40 basis points (0.75%+\$0.40)
E-check Payments Web Payments	\$3.00, \$10.00 over \$10,000	\$0.65
Utility Payments	3% \$2.00 minimum	Visa/MasterCard/Discover Cards: Utility Rate + 40 basis Points Amex Interchange + 40 basis points

Recurring Payments	
One time set-up fee	\$0
Annual Fee	\$0 3-year contract required

CONFIDENTIALITY NOTICE

This document is for the use of the intended recipient and may contain information that is privileged, confidential or exempt from disclosure under applicable law. If you are not the intended recipient, any disclosure, distribution or other use of this e-mail message or attachments is prohibited. If you have received this document in error, please delete and notify the sender immediately.

SCHEDULE C - FEE SCHEDULE

Additional Payment Terms

Any fees owed by Client and not debited by Official Payments in accordance with section 4 of the Agreement are due and payable within ten (10) days of the date of invoice. Fees and other charges owed to Official Payments and not paid when due will bear interest of 1.5% per month, but in no event more than the highest rate permitted by law. Official Payments may issue a Change Order from time to time which Change Order may contain changes to the Services, new Services, changes to the fees, and/or other modifications to this Agreement. Such Change Orders and the changes issued in the Change Order shall become effective as provided in section 14.2 of this Agreement.

A. Electronic Check ("eCheck") Fees

eCheck Processing – Bank routing/transit numbers will be validated for all electronic check transactions using a commercially available service. This service does not detect any of the following: the validity of the specific account number identified in the Payment Transaction; the availability of sufficient funds to cover the pending Payment Transaction; and/or any subsequent withdrawal of funds.

Service Fees to be charged to Customer by Official Payments:

\$ 1.00 less than or equal to \$5000.00

\$ 1.00 greater than \$ 5000.00, per Payment Transaction for the following payment types:

Real Estate Taxes; Museum Payments; Special Events

Fees to be charged to Client by Official Payments:

Absorbed Fees:

\$ 0.50 less than or equal to \$5000.00

\$ 0.50 greater than \$ 5000.00, per Payment Transaction for the following payment types:

Utilities

Set-up Fee: \$ 0.00

Return Fee:

\$5.95 as a Returned Transaction Fee for each Returned Transaction. Official Payments will not represent the returned item to the depository institution identified by Customer in the Payment Transaction.

B. Credit/Debit Card Fee Schedule

Service Fees to be charged to Customer:

2.55% of the payment amount, with a minimum Service Fee of \$1.00 per Payment Transaction, when credit cards are used. Client selected fees do not include American Express usage for the following Payment Type:

Real Estate Taxes

2.35% of the payment amount, with a minimum Service Fee of \$1.00 per Payment Transaction, when credit cards are used. Client selected fees do not include American Express usage for the following Payment Type:

Museum Payments; Special Events

1.00% of the payment amount, with a minimum Service Fee of \$1.00 per Payment Transaction, when debit cards are used for the following Payment Type:

Real Estate Taxes; Museum Payments; Special Events

Absorbed Fees to be charged to Client by Official Payments:

\$1.75 per Payment Transaction, when credit or debit cards are used. Client selected fees do not include American Express usage for the following payment type:

Utilities

C. MoneyGram

N/A

D. Point-of-Sale (POS)

Service Fees:

Same as Electronic Check and Credit/Debit Card Fee Schedules above for the following payment types:

Real Estate Taxes; Museum Payments; Special Events

Absorbed Fees:

Same as Electronic Check and Credit/Debit Card Fee Schedules above for the following payment type:

Utilities

E. IVR (Interactive Voice Response)

N/A

An IVR service charge of \$ N/A to be paid by the Customer, regardless of whether the underlying fee is a Service Fee or an Absorbed fee. Customer will be advised of the additional IVR service charge before the transaction is finalized.



OFFICIAL PAYMENTS SERVICES AGREEMENT

THIS OFFICIAL PAYMENTS SERVICES AGREEMENT (this "Agreement") is made effective _____, 2015 (the "Effective Date"), by and between Official Payments Corporation, a Delaware corporation ("Official Payments"), and **City of Wyandotte, MI** ("Client"). Client agrees to engage Official Payments, and Official Payments agrees to accept such engagement by Client, to perform the services (each a "Service" and collectively the "Services") in accordance with: (i) the Standard Terms and Conditions attached hereto as Schedule A, (ii) the Service Schedule for the Services selected which is attached hereto as Schedule B ("Service Schedule"), and (iii) the Fee Schedule which is attached hereto as Schedule C ("Fee Schedule"). Client will be provided with the Services as described in the attached Service Schedule on the terms set forth in Schedule A and in consideration of the fees set forth in the Fee Schedule.

Each party acknowledges that it has read and fully understands this Agreement and, by having its authorized representative sign below, agrees to its terms. This Agreement may be executed in counterparts, each of which shall be considered an original, but such counterparts shall together constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Effective Date.

OFFICIAL PAYMENTS CORPORATION

CLIENT: City of Wyandotte

By: _____

By: _____

Name: **Eric Labiak**

Name:

Title: **SVP Sales**

Title:

Date:

Date:

Address: **705 Westech Drive
Norcross, Georgia 30092**

Address:

Email: **mbox-opay-clientservices@aciworldwide.com**

Email:

Telephone: **404-923-3500**

Telephone:

Fax: **404-923-6727**

Fax:

SCHEDULE A — TERMS AND CONDITIONS

These Terms and Conditions, together with the Signature Page, its attachments, exhibits, appendices, schedules, and/or Change Orders (collectively, this "Agreement"), are made and entered into by and between Official Payments and Client as of the Effective Date.

AGREEMENT

1. DEFINITIONS.

"Absorbed Fee" means the transaction fee, where applicable, charged to Client by Official Payments for a Customer making payment by use of the Services. The Absorbed Fees are set forth in Exhibit C, Fee Schedule.

"ACH" means the Automated Clearing House.

"Change Order" means the Change Order as defined in Section 14.2 below.

"Client Designated Account" means the credit/debit account(s) established and maintained by Client at an ACH receiving depository institution reasonably acceptable to Official Payments. Client Designated Account is further described in Section 4.2.

"Client Marks" means Client's logo, trademarks and other service marks.

"Customer" means the person, business or entity that initiates and makes payment through a Payment Transaction.

"NACHA" means the National Automated Clearing House Association.

"Official Payments Marks" means Official Payments' logo, trademarks and other service marks.

"Official Payments System" means Official Payments' and its Suppliers' electronic payment processing system, including, without limitation, its technology, hardware, software and equipment.

"Payment Transaction" means an electronic payment transaction initiated by a Customer and processed by Official Payments and/or its Suppliers under this Agreement.

"Service" or "Services" means the payment processing service or services selected on Service Schedule, as amended from time to time by written Change Order.

"Service Fee" means the transaction fee charged to a Customer by Official Payments for the convenience of Customer making payments by use of the Services. The Service Fees are set forth in Exhibit C, Fee Schedule.

"Signature Page" means the Signature Page with the signature of each party as entered into by and between Official Payments and Client, as of the Effective Date, whereby Official Payments has been engaged by Client to provide the Services.

"Suppliers" means Official Payments authorized vendors including, but not limited to, ACH processor(s).

2. PROVISION OF SERVICES. Official Payments will provide the Services in accordance with the Service Schedule(s) and Change Orders.

3. CLIENT OBLIGATIONS. With respect to each Service:

3.1 Client will take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of the Official Payments System by Client, Client employees and agents, and Customers. Official Payments may, but will not be required to, assign to Client one or more identification numbers or passwords for Client's use in obtaining the Services. Once such identification number(s) or password(s) have been delivered to Client by Official Payments, the use and confidentiality of such numbers and/or passwords will be the sole responsibility of Client.

3.2 Other than as provided in the Service Schedule(s), Client will not impose any surcharge or penalty on any of the Services.

3.3 If Client requests a customized reporting format, Client will provide Official Payments with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require Official Payments' prior written approval, and may result in the imposition of a fee by Official Payments to Client.

3.4 Client will not require, as a condition to initiating a Payment Transaction, that a Customer agree in any way to waive such Customer's rights to dispute the transaction with their banking institution for legitimate reasons.

3.5 Subject to Section 8, Client shall undertake reasonable efforts to market and promote the Services. Such marketing and promotion of the Services by Client will include publishing the relevant URL for the Official Payments website and relevant telephone number (as applicable) on all relevant marketing materials. Client will obtain Official Payments' prior consent for the use of any promotional or marketing materials that reference the Services or Official Payments, except as to the pre-approved marketing materials provided by Official Payments. Client agrees to incorporate all reasonable changes requested by Official Payments into any of the marketing materials it utilizes to ensure (i) the correct usage of the Official Payments trademarks and logos, (ii) the accuracy of the content, and (iii) acceptable graphics and presentation.

3.6 Client will be solely responsible, at its own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the Official Payments System.

3.7 If requested by Official Payments, Client will execute, and deliver to Official Payments, ACH authorization agreement(s), in the format provided by Official Payments, to authorize electronic credits/debits to/from the Client Designated Account, and any other certificates, instruments or documents as required by applicable laws and regulations in order to consummate the transactions contemplated by this Agreement.

3.8 Client will fully adhere to the rules, regulations and operating procedures of a credit card association with respect to a particular Service, including without limitation, the use of specific credit card logos and marks. If required by a credit card association, with respect to a Service, Client will enter into any applicable merchant credit card agreements.

3.9 Client shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to Official Payments if requested by a regulator, law enforcement officials, or judicial process.

4. FEES, TAXES, AND PAYMENTS.

4.1. Fees, Taxes and Payments. For each Service provided, Client and/or Customer, as designated on the Fee Schedule, will pay Official Payments fees for Services without set-off or deduction in accordance with the fees and charges set forth on the Fee Schedule. Except as otherwise specifically set forth on the Fee Schedule, fees owed by Client will be calculated on a monthly basis and will be debited from the Client Designated Account monthly in arrears by Official Payments or its Suppliers. Fees are subject to change by Official Payments upon delivery of a Change Order as described in Section 14.2 below. In the event that Official Payments incurs an increase in transaction processing fees, taxes or other increase in fees required by applicable law, an association regulation or other third party during the Term of this Agreement, Official Payments may pass through such charges with ten (10) days prior notice. During the Term of this Agreement, and for ninety (90) days thereafter, Official Payments (or its Suppliers) are authorized by Client to debit from the Client Designated Account, any fees and other amounts owed by Client under this Agreement, including, but not limited to, chargebacks, deposit charges, refunds, fines (inclusive of those imposed by NACHA), ACH debits that overdraw the Client Designated Account, and any other fines or liabilities incurred by Client. Official Payments may obtain and review Client's credit report solely related to the Services hereunder.

4.2 Client Designated Account. Prior to any Payment Transaction, Client will establish a Client Designated Account and will provide Official Payments with the electronic record specifications and permissions necessary for funds settlement. Client will maintain such account during the Term of this Agreement and for at least ninety (90) days after expiration or termination for any reason. Client agrees to maintain sufficient funds in the Client Designated Account to satisfy all fees and other obligations of Client. Client authorizes Official Payments, its assignee or its Suppliers to debit via ACH transfer, the Client Designated Account for any such amounts Client owes Official Payments. If the amount in the Client Designated Account does not contain sufficient funds to cover fees and obligations of Client, Client agrees to pay Official Payments the amount it owes under this Agreement upon demand, in readily available funds, together with all costs and expenses incurred to collect such amount, including, without limitation, reasonable attorneys' fees.

4.3 Review of Reports, Charges and Invoices. Client agrees that it shall review all reports, charges and invoices prepared by Official Payments and made available to Client. Client expressly agrees that Client's failure to reject any such report, charge or invoice within thirty (30) days from the date the report, charge, or invoice was made available to Client, shall constitute Client's acceptance of such report, charge, or invoice. In the event Client believes that any report, charge or invoice is in error, or Official Payments has failed in any way to provide the Services, Client agrees to provide Official Payments with written notice, specifically detailing any alleged failure, within 30 days of the date of the report, charge or invoice being made available to Client.

5. SUSPENSION; RESTRICTIONS. Official Payments may immediately suspend the Services or withhold Services or individual Payment Transactions in the event: (i) Official Payments has reason to believe there has been or may be a breach of security, fraud, or misrepresentation in connection with the Services, (ii) continued provision of the Services would violate any applicable law, government regulation, the NACHA rules and regulations or the rules and regulations of a credit card association, (iii) of a significant increase in Official Payments' and/or its Suppliers' cost of providing the Services, (iv) performance is delayed, impaired or rendered impossible as a result of a cause beyond Official Payments' or its Suppliers' control, (v) of breach of the terms of this Agreement by Client, its employees, or representatives, (vi) the financial status or credit quality of Client is substantially diminished in the reasonable discretion of Official Payments, or (vii) of non-payment of fees or other charges when they become due. In the event that Official Payments suspends the Services under this Section 5, in its reasonable discretion, Official Payments will provide Client with notice and opportunity to cure the act or situation giving rise to the suspension. In the event of a suspension under this Section 5, Official Payments may require Client to establish a reserve account or institute other mutually agreed restrictions prior to Official Payments restoring Services. Official Payments will have no liability for any suspension in accordance with the terms of this Section 5. Additionally, the availability and use of specific types of credit cards, debit cards and other payment options for Payment Transactions is determined by Official Payments in accordance with Official Payments' relationships with card associations, and the applicable rules, regulations and laws, and Official Payments may terminate or suspend the use of any such card(s) or payment options at any time, in its sole discretion, without prior notice.

6. TERM AND TERMINATION.

6.1. Term. This Agreement will be effective on the Effective Date and thereafter will continue for a period of **five (5)** years (the "Initial Term"). Thereafter, this Agreement will automatically renew for successive one year periods (each a "Renewal Term"), unless either party provides written notification to the other party of its decision not to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then current Renewal Term (the Initial Term, collectively with any Renewal Term(s), constitutes the "Term").

6.2. Termination.

6.2.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party: (i) fails to cure a material breach within thirty (30) days of receiving written notice detailing the breach; (ii) becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, a receiver, trustee, liquidator or similar agent or officer is appointed for that party, or a party makes an assignment for the benefit of

creditors, or admits its inability to pay its debts as they become due; or (iii) commits any act related to the Services with the intent to defraud the other party.

- 6.2.2 **Termination by Official Payments.** Official Payments may terminate this Agreement at any time upon written notice to the Client in the event the provision of the Services hereunder is determined by Official Payments, in its sole discretion, to violate any law, statute, regulation, rule, order or operating procedure enacted or promulgated by a governmental or judicial authority of competent jurisdiction, NACHA (or any similar industry organization with authority over the Services), or in the event that any law, regulation, rule, order or operating procedure is enacted or promulgated which effectively reduces or eliminates the fees charged by Official Payments.

7. ACCOUNT MONITORING; SECURITY. Official Payments and its Suppliers may monitor the use of Services or Payment Transaction activity and investigate unusual or suspicious activity, provided, that in no event does Official Payments assume any responsibility to discover any breach of Client's security or misuse of the Services. Client and Official Payments will immediately notify the other if either discovers any breach of security or misuse of the Service(s). Official Payments will have the right, at Official Payments' sole cost, to inspect Client's operation, system and web site to verify Client's compliance with its security obligations under this Agreement. Client will be responsible for failure to use reasonable security precautions and for any fraud committed by its employees, representatives or Customers.

8. INTELLECTUAL PROPERTY. In order that Client may promote the Services and Official Payments' role in providing the Services during the Term, Official Payments grants to Client a revocable, non-exclusive, non-transferable, royalty-free license to use Official Payments' Marks for such purpose only, in a form as approved by Official Payments. Client does not, and will not, have any other right, title, license or interest, express or implied, in and to any object code, software, hardware, Official Payments Marks, service mark, trade name, trade dress, formula, Official Payments System, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, interactive voice response or the Official Payments website scripts) or other intellectual property right of Official Payments (collectively "Official Payments Intellectual Property"). All such Official Payments Intellectual Property, and all rights, title and interests therein (other than the license rights expressly granted in this Agreement) are owned exclusively by Official Payments. Client's license to use any Official Payments Marks will terminate upon the earlier of (a) the termination or expiration of this Agreement, (b) immediately, in the event of any breach of this section by Client, or (c) immediately, upon notice by Official Payments to the Client. Client will not utilize any Official Payments Intellectual Property in any manner that would diminish its value or harm the reputation of Official Payments. Client agrees that any use of the Official Payments Marks will conform to reasonable standards of acceptable use specified by Official Payments. All use of the Official Payments Marks will inure to the sole benefit of Official Payments. In connection with the provision of the Services, Client grants to Official Payments a revocable, non-exclusive, non-transferable, royalty-free license to use Client Marks. Official Payments' license will terminate upon the termination or expiration of this Agreement.

9. COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

9.1 Each party will comply with all applicable federal and state laws, the rules and regulations of federal, state and local governmental authorities and governing industry associations, including without limitation, Federal Reserve Regulation E (12 C.F.R. Part 205), the rules of NACHA, the credit card association rules and regulations, Payment Card Industry Standards ("PCI") , and all applicable privacy laws and regulations, all of which are incorporated herein by reference and made a part of this Agreement as if set forth in full herein. Official Payments and its Suppliers may from time to time establish reasonable rules, regulations and operational guidelines with respect to use of the Services by Client, and Client agrees to be bound by and comply with such rules, regulations and guidelines thirty (30) days after delivery thereof to Client, unless earlier or immediate compliance is (i) required by law or regulation, (ii) determined by Official Payments, in its reasonable discretion, to be necessary, or (iii) otherwise agreed upon in writing by the parties.

9.2 PCI: PCI provides a set of requirements established by the Payment Card Industry to enhance cardholder data security and facilitate the adoption of consistent data security measures to protect cardholder and transaction data. These requirements apply to all entities involved in payment card

processing and transactions including Payment Card Industry members, merchants, processors, acquirers, issuers, vendors and service providers as well as other entities that store, process, or transmit cardholder data. The PCI Security Standards Council (<https://www.pcisecuritystandards.org>) is responsible for the development, management, education, and awareness of the PCI Standard, including the:

- Data Security Standard (PCI DSS)
- Payment Application Data Security Standard (PA-DSS)
- PIN Transaction Security (PTS) requirements

PCI requirements apply to all systems that store, process or transmit cardholder data as defined by PCI Security Standards.

9.3 Client compliance with PCI: Client and their vendors are responsible for compliance with all PCI requirements as defined by PCI Security Standards. Client shall ensure that all systems that store, process or transmit cardholder data managed internally or by a vendor meet the PCI requirements.

10. WARRANTY AND DISCLAIMER.

10.1 Warranty. Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder and that the person who signs the Agreement for each party has full authorization to bind the respective party. Client will provide to Official Payments the forms that are necessary, as determined by Official Payments, to set up the Services within ten (10) days of full execution of this Agreement. Client represents and warrants to Official Payments that all information provided in such forms is current, correct and complete. Client agrees to notify Official Payments in writing of any changes to such Client information within ten (10) days of such change.

10.2. Disclaimer. Client acknowledges that electronic payment transactions and data processing involves the inherent risk of human and machine errors, omissions, delays and losses, including, without limitation, inadvertent loss or errors. Official Payments and its Suppliers do not, and cannot, control the flow of data to or from the Official Payments System, which depends in large part on the Internet and third parties, including, without limitation, connectivity/access providers. ACCORDINGLY, NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WARRANT THAT THE SERVICES WILL BE ERROR FREE, UNINTERRUPTED, SECURE, OR VIRUS FREE, AND OFFICIAL PAYMENTS AND ITS SUPPLIERS DISCLAIM LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND OFFICIAL PAYMENTS, ITS AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, NON-INTERFERENCE, TITLE, OR NON-INFRINGEMENT.

11. INTENTIONALLY OMITTED

12. **LIMITATION OF LIABILITY.** NEITHER OFFICIAL PAYMENTS NOR ITS SUPPLIERS WILL BE LIABLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, BUSINESS, DATA OR DAMAGES FROM LOSS OF USE OR DELAY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER ARISING UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY OR UNDER STATUTE), EVEN IF OFFICIAL PAYMENTS HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH POTENTIAL CLAIM, LOSS OR DAMAGE. OFFICIAL PAYMENTS' TOTAL AGGREGATE LIABILITY FOR DAMAGES FOR ANY ACTION RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED WILL IN NO EVENT EXCEED THE AMOUNT OF THE FEES PAID TO OFFICIAL PAYMENTS IN CONNECTION WITH THE PARTICULAR TRANSACTION FOR THE SPECIFIC SERVICE GIVING RISE TO DAMAGES HEREUNDER. The foregoing limitation of liability and exclusion of certain damages will apply regardless

of the success, sufficiency or effectiveness of other remedies. Client acknowledges that without its agreement to the limitations contained herein, Official Payments would be compensated differently, and would charge Client increased fees for the Services.

13. CONFIDENTIALITY. Each party that receives confidential information (as "Receiving Party") will treat information received from the other (as "Disclosing Party") (verbally, electronically, visually, or in a written or other tangible form) that (i) is designated as "confidential" at or prior to disclosure, or (ii) should be reasonably understood to be confidential or proprietary ("Confidential Information") as strictly confidential. Official Payments designates information relating to the Services and the terms of this Agreement as its Confidential Information. Non-public financial information that is personally identifiable to a Customer (referenced in the Gramm-Leach-Bliley Act of 1999 as "Non-public Personal Information" or "NPI") is designated as Confidential Information.

Each party will: (i) restrict disclosure of the other party's Confidential Information to only its own employees and agents solely on a "need to know" basis in accordance with the Agreement; (ii) advise its employees and agents of their confidentiality obligations; (iii) require agents to protect and restrict the use of the other party's Confidential Information; (iv) use the same degree of care to protect the other party's Confidential Information as it uses to safeguard its own Confidential Information of similar importance but in any event at least commercially reasonable care; (v) establish procedural, physical and electronic safeguards, designed to prevent the compromise or unauthorized disclosure of Confidential Information; and (vi) notify the other party of any unauthorized possession or use of the other party's Confidential Information as soon as possible after learning of that unauthorized use or possession. Official Payments will promptly notify Client and, if requested by Client, each of its affected Customers, of any incident that has resulted or is likely to result in the misuse of NPI, and will comply with all laws regarding NPI that are applicable to it and the Services it provides.

Except as expressly provided for in this Agreement, Confidential Information will remain the property of the party from or through whom it was received. Except for NPI, neither party will be obligated to preserve the confidentiality of any information that: (a) Receiving Party can demonstrate was rightfully known by Receiving Party prior to disclosure by Disclosing Party; (b) is a matter of public knowledge without Receiving Party's violation of these terms; (c) Receiving Party can demonstrate was or is independently developed by Receiving Party without use of Disclosing Party's confidential information; (d) is released for disclosure to Receiving Party with written consent of Discloser; or (e) properly came into the possession of Receiving Party from a third party that has the right to disclose it without an obligation of confidentiality. Disclosure of Confidential Information will be permitted if it is: (1) required by law; (2) in connection with the tax treatment or tax structure of the Agreement; or (3) in response to a valid order of a U.S. court or other governmental body, provided the owner receives written notice and is afforded a reasonable opportunity to obtain a protective order and further provided that such disclosure is limited to the minimum extent required by law as determined by an attorney. Upon termination of a Service Schedule, each party will destroy the other party's Confidential Information relating to that Service Schedule in a manner designed to preserve its confidentiality, or, at the other party's written request and expense, return it to the disclosing party, except as otherwise required by law. Official Payments acknowledges Client is subject to the Freedom of Information Act ("ACT"). Official Payments agrees to comply with the provisions of this ACT as it pertains to Confidential Information herein.

14. GENERAL PROVISIONS.

14.1 Notices. Except as expressly provided herein, all notices and other communications required or permitted hereunder will be given in writing and will be delivered personally, by nationally recognized overnight courier, by facsimile or by e-mail to the applicable address shown on the Signature Page. Such notice, regardless of the manner delivered, will be deemed to have been delivered the next business day after delivery to the applicable address set forth on the Signature Page. Additionally, a second copy of any notice to Official Payments shall be addressed to the General Counsel at the same address. Any party may change its address for notice hereunder by providing notice to all other parties as provided herein. Each party agrees that any notice delivered by email is hereby deemed to be notice delivered "in writing" and, for notices containing requests for new services, agreements to receive new services, and other offers or acceptances regarding modifications to this Agreement, such email constitutes such

party's "electronic signature" to such writing (provided that such email is sent by an authorized representative of such party).

14.2 Modifications. This Agreement may not be amended except by a writing executed by authorized representatives of both parties, or by a Change Order issued by Official Payments as set forth in this Section 14.2. From time to time Official Payments may issue a written modification to this Agreement ("Change Order"), which Change Order may be (i) in response to a request for new Services by Client; or (ii) may contain an offer by Official Payments of new Services by Official Payments, a price change, or other modification to this Agreement. Such Change Orders will be delivered and responded to in the manner set forth in Section 14.1. Each such Change Order issued pursuant to subsection (i) of this Section 14.2 will be effective immediately upon issuance or such other mutually agreeable time as requested in writing by Client, as described in Section 14.1. Each such Change Order issued pursuant to subsection (ii) of this Section 14.2 will be effective thirty (30) days after delivery of the applicable Change Order, unless Client notifies Official Payments within such 30-day period that it does not agree to such Change Order. If Client disagrees, the parties will meet and confer regarding the Change Order. If, after such conference, Official Payments does not withdraw or modify the Change Order, Client may terminate this Agreement on thirty (30) days written notice. Client's continued use of the Services after such thirty-day period will constitute Client's agreement to the modifications in such Change Order, whereupon such Change Order will be effective and become part of this Agreement.

14.3 Entire Agreement; Severability; Waiver. This Agreement, together with the Signature Page, the Schedules, and any exhibits, as amended by any Change Orders, constitutes the entire agreement between Client and Official Payments with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between Client and Official Payments and/or its representatives(s) in connection with this Agreement. The failure of either party to enforce any terms or conditions of this Agreement shall not be construed as a waiver of such or any other terms or conditions herein contained. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a provision that most closely approximates the intent and economic effect of the invalid provision.

14.4 Remedies. Except as otherwise expressly provided in this Agreement, (i) all remedies available to either party are cumulative and not exclusive, and (ii) termination, expiration or suspension of this Agreement will not limit either party from pursuing other remedies available at law or in equity.

14.5 Assignment. This Agreement may not be assigned by either party (by operation of law or otherwise) without the prior written consent of the other party; provided, however, that the foregoing will not prohibit Official Payments from assigning this Agreement or its rights hereunder, nor require the consent of the Client, in connection with any change of control, corporate reorganization, merger or consolidation of Official Payments. Any purported assignment, transfer, or delegation in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

14.6 Status of the Parties; Suppliers. Official Payments is the agent of Client for the limited purpose of accepting payments from Customer and forwarding such payments to Client ("Official Payments Agency Role"). Except for the Official Payments Agency Role, the parties are independent contractors, and nothing herein will be construed to create a partnership, joint venture, franchise, or employer-employee relationship by or between Client and Official Payments. Except for Official Payments Agency Role, no party will have the authority to commit or bind any other party without such party's prior written consent. Client acknowledges and agrees that certain portions of the Services which enable Payment Transactions may be provided by Official Payments Suppliers, including, but not limited to, processing and formatting of Payment Transactions and the debiting and crediting of the Client Designated Account in accordance with the terms of this Agreement.

14.7 Headings. The headings that appear in this Agreement are inserted for convenience only and do not limit or extend its scope.

14.8 Construction. This Agreement will not be construed more strongly against either party, regardless of who is more responsible for its preparation.

14.9 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan excluding its conflicts of law rules. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement will be in the state or federal courts located in Michigan.

14.10 No Third Party Rights. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.11 Force Majeure. Official Payments will not be considered in breach of or in default of any of its obligations under this Agreement, and will in no way be liable to the Client hereunder, to the extent its performance hereunder is delayed, impaired or rendered impossible as a result of a cause beyond its control, including, without limitation, acts of God, natural disasters, acts of terror, war, riots, fire, storms, quarantine restrictions, floods, explosions, labor strikes, labor walkouts, extraordinary losses of utilities (including, but not limited to, telecommunications services), external computer "hacker" attacks, delays of common carriers or similar causes that are beyond Official Payments' reasonable control.

14.12 Enforcement. Each party acknowledges that the provisions of this Agreement regarding confidentiality and use of the other party's resources (including, without limitation, the Official Payments System and each party's intellectual property) are reasonable and necessary to protect the other party's legitimate business interests. Each party acknowledges that any breach of such provisions will result in irreparable injury to the other for which money damages could not adequately compensate. If there is a breach of such provisions, then the injured party will be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The existence of any claim or cause of action that a party (or any other person involved in the breach) may have against the other party will not constitute a defense or bar to the enforcement of such provisions.

14.13 Survival. Any provisions of this Agreement that are, by their nature continuing, will survive the expiration or termination of this Agreement, including, without limitation, Sections 1, 4, 8, 11,12,13, and 14.

SCHEDULE B - SERVICE SCHEDULE

The services provided by Official Payments are described in accordance with this Service Schedule and are subject to and governed by the terms and conditions of the Agreement. Attached to this Service Schedule and incorporated by reference into the Agreement is the **Fee Schedule**, which lists the fees to be paid to Official Payments by the Customer and/or Client for the Services.

- ☒ **Electronic Check Services:** Official Payments accepts electronic payments from personal and business checking and savings accounts.
- ☒ **Credit Card Services:** Official Payments accepts electronic payments from Customers using a major credit card, including VISA[®], MasterCard[®], American Express[®] and Discover[®].
- ☒ **Debit Card Services:** Official Payments accepts electronic payments from Customers using a debit card, which may include VISA and MasterCard.
- ☐ **MoneyGram[®]:** Cash payments are accepted at remote walk-up locations through Official Payments' partnership with MoneyGram, a leading global remittance company and expedited cash payment provider. With a presence inside major retail locations in the United States as well as thousands of its own payments centers, MoneyGram is a convenient payment channel.
- ☒ **Point-of-Sale (POS):** Official Payments offers over-the-counter payment capability through its virtual terminal application which can turn any Internet-enabled Client computer into a POS payment processing station. It provides Client staff a streamlined process for making payments on behalf of Customers.

In POS transactions, Client personnel act as an agent of Customer in making the payment and not as agent of Official Payments in processing the payment. Client personnel are responsible for providing all consumer disclosures and notices to Customer, including but not limited to the amount of the service fee and the right of the Customer to cancel the transaction before it is finalized.

- ☐ **IVR (Interactive Voice Response):** Official Payments offers hosted payments by telephone either through its standard IVR entry point (800-2PAYTAX) or a customized IVR solution which requires custom development at a cost to the Client. IVR systems are backed by the same security and reliability built into the Internet model to protect Customers and their sensitive data. IVR-based payments are integrated with the same reports generated for Web-based payments providing a single source for all payment information. All text messages and prompts are user-friendly and designed to collect the necessary information to identify and reconcile the collected payments. The IVR script can be presented in both English and Spanish.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 29, 2015

AGENDA ITEM # 7

ITEM: Naming the Grove Street Green Belt as an official city park

PRESENTER: Justin Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: At the Monday May 18th, 2015 City Council meeting, John Darin submitted a letter requesting that the Grove Street Green Belt be officially designated as a park within the city of Wyandotte. At the June 1st, 2015 City Council meeting I said that I would take it before the Recreation Commission to get their recommendation to officially incorporate the Green Belt area as a city park and to name it.

At the Recreation Commission meeting held on June 16th, 2015, the issue was discussed and the Commission agreed to incorporate the area as a "passive" park. A passive park is not intended to have playground equipment or courts for games (basketball, tennis, etc.), but rather a walking path, benches, etc. It is a quiet area for passive activity.

The recommendation is to name the Green Belt area as the Green Belt Park, with a special designation to be included on the park sign to read "In Honor of Jim Johnson". Mr. Johnson was very influential person in the south end redevelopment.

Once the area is officially named and incorporated as a park, I can then make an amendment to the current Recreation Master Plan and add the new park. Then, this area will be eligible for several grants offered through the DNR for recreation. We will also then be able to address the issue of people illegally driving through the Green Belt area.

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

ACTION REQUESTED: Adopt a resolution concurring with the recommendation of the Recreation Superintendent.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: Council adopt a resolution concurring with the recommendation of the Superintendent.

COMMISSION RECOMMENDATION: Commission concurs with the recommendation

CITY ADMINISTRATOR'S RECOMMENDATION: SDuyndal

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: 1) Request for Council Action from June 1, 2015 meeting

RESOLUTION:

Wyandotte, Michigan

Date: June 29, 2015

RESOLUTION by Council Member _____

Resolved by the City Council that Council hereby agrees with the recommendation of the Superintendent of Recreation to name the Grove Street Green Belt as the Green Belt Park to include a special designation "In Honor of Jim Johnson".

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 1, 2015

AGENDA ITEM #

8

ITEM: Response to John Darin's letter regarding the Grove Street Green Belt

PRESENTER: Justin Lanagan, Superintendent of Recreation

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: At the Monday May 18th, 2015 City Council meeting, John Darin submitted a letter requesting that the Grove Street Green Belt be officially designated as a park within the city of Wyandotte. I spoke with the City Engineer, Mark Kowalewski about the area. According to the city's Master Plan, the area is already designated as Park and Greenspace. The DPW currently maintains the area and there are plans to plant some additional trees in the area in the fall.

At the next regularly scheduled Recreation Commission meeting (June 16th), I will make the recommendation to officially name the area as one of our parks. Then, at the June 22nd City Council meeting I will be able to bring forth a request with the support of the Recreation Commission to have the City Council officially name the Green Belt as one of our parks. My recommendation for the City Council would be to wait until the Recreation Commission approves this designation officially before naming it a park.

Naming this area an official park means that we will be able to add it to the Recreation Master Plan as a park. With being part of the Recreation Master Plan that is approved by the Michigan DNR, the area is eligible for several grants that the DNR offers for recreation purposes (including land acquisition and development projects).

Mr. Darin also made several suggestions including putting up fencing to discourage people from illegally driving through the area and using it as a "shortcut". Since there are still several houses located throughout the Green Belt area, instead of putting up fencing here and there, I recommend placing large landscaping boulders at the points of entry and exit that are used by those driving "off-road". These boulders along with signage preventing vehicular traffic should prevent vehicles from driving across the sidewalks while still allowing for pedestrian traffic.

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

ACTION REQUESTED: Adopt a resolution concurring with the Superintendent of Recreation

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: *Shuydel*

LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:

Joseph R. Peterson

LIST OF ATTACHMENTS: 1) Original letter from John Darin

RESOLUTION:

Wyandotte, Michigan
Date: June 1, 2015

RESOLUTION by Council Member _____

Resolved by the City Council that Council hereby agrees with the recommendation of the Superintendent of Recreation. And the City Council agrees to hold the designation of the Grove Street Green Belt as the Grove Street Green Belt Park in abeyance until after the Recreation Commission can officially approve such designation at their regularly scheduled meeting on June 16th, 2015.

I move the adoption of the foregoing resolution.

MOTION by

Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec

May 14, 2015

2

The Honorable Joseph R. Peterson,
Mayor, City of Wyandotte, and
The Honorable City Council,
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Gentlemen and Madam:

There have been numerous documented and reported occurrences of motorized off-road vehicular traffic on the sidewalks and across the landscaped grounds of the Grove Street Green Belt. This dangerous and illegal activity is occurring along the entire length of the Green Belt, from Biddle Avenue to 8th Street. The predominant illegal vehicular traffic is occurring from 6th Street to 8th Street. Vehicles are frequently using the 8th Street sidewalk as a paved shortcut between Grove Street and Forest Street. There is easy and generally unnoticed access to the green spaces along Grove Street from the alleys between 6th and 8th Streets.

One neighbor remarked to me recently that she has personally seen an SUV driving down the sidewalk at 8th Street between Grove and Forest Streets. When she stopped the motorist (a neighbor) and informed her that she was on a public sidewalk, (almost hitting her and her dog) the motorist replied "yes I know but this is a good shortcut". The green belt area from 6th Street east to Biddle Avenue, while at risk and showing evidence of off-road traffic, is more highly visible to passers-by, which is a deterrent to this activity. I have attached photographs taken in the Grove Street Green Belt showing clear evidence of illegal off-road vehicular traffic. This activity obviously poses an extreme risk and liability to the City of Wyandotte for potential personal injury to or death of residents and visitors enjoying that green space.

I have attached, for your review and consideration, a Proposal to formally designate and re-name the Grove Street Green Belt as the "Grove Street Green Belt Park", and officially place it under the jurisdiction of the Wyandotte Recreation, Leisure, and Culture Department. Also included in this Proposal are Recommendations to install appropriate signage and decorative barrier fencing to deter this illegal off-road vehicular activity, with Attachments.

I am well aware of the engagement of the Engineering and Building Department on these citizen complaints. Their focus is the planting of additional trees in the green belt, and they have been assisted in that matter by the Beautification Commission. It is important to note however that, while the trees will certainly enhance a visitor's enjoyment of the park area, they will not be effective in stopping any illegal off-road vehicle activity in the green space. In fact, trucks and SUVs currently use existing trees as part of their off-road obstacle course excursions in this area.

The McKinley Neighborhood appreciates your review and consideration of this Proposal. We are hopeful that the City will go forward with this Proposal on its solid risk management basis. The over-riding consideration here is, of course, safety of all Wyandotte residents and visitors. The risk and liability implications to the City would be enormous if a pedestrian accident or fatality should occur due to this illegal off-road vehicular activity. This Proposal should also be relatively budget-neutral, with no new operating budget impact because the area is currently being serviced seasonally by DPS. The cost of the relatively inexpensive fencing and signage can likely be project capitalized and would not affect operating budget, either. Thank you very much for your consideration of this Proposal, and the continued welfare of the McKinley Neighborhood residents and visitors.

Respectfully,



John Darin

Spokesperson,
McKinley Neighbors United

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

May 19, 2015

RESOLUTION

John Darin
McKinley Neighbors United
851 Orchard
Wyandotte, Michigan 48192

By Councilman Leonard Sabuda
Supported by Councilman Daniel E. Galeski

RESOLVED by the City Council that the request from John Darin, Spokesperson, McKinley Neighbors United relative to re-naming the Grove Street Green Belt to the "Grove Street Green Belt Park" and to officially place it under the jurisdiction of the Wyandotte Recreation, Leisure and Culture Department and to install appropriate signage and decorative barrier fencing to deter illegal off-road vehicular activity is hereby referred to the Recreation Commission, Superintendent of Recreation and City Engineer for a review and report back in two weeks.

YEAS: Councilmembers Fricke Galeski Miciura Sabuda Schultz

NAYS: None

RESOLUTION DECLARED ADOPTED

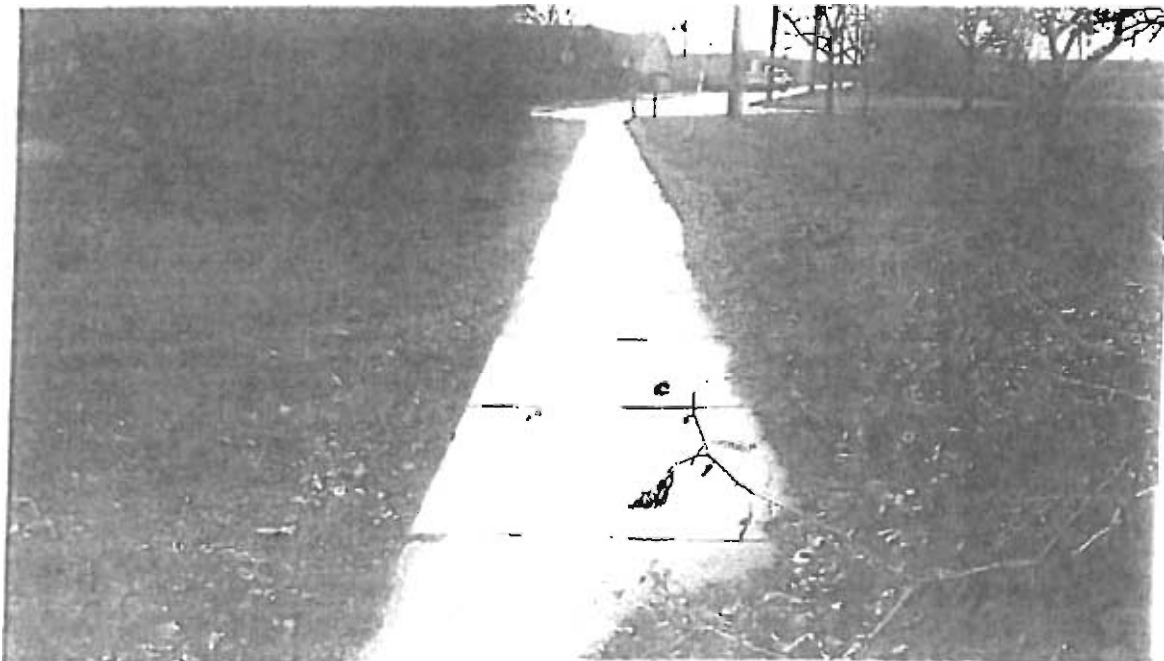
I, William R. Griggs, City Clerk for the City of Wyandotte, do hereby certify that the foregoing is a true and exact copy of a resolution adopted by the Mayor and Council of the City of Wyandotte, at the regular meeting held on May 18, 2015.

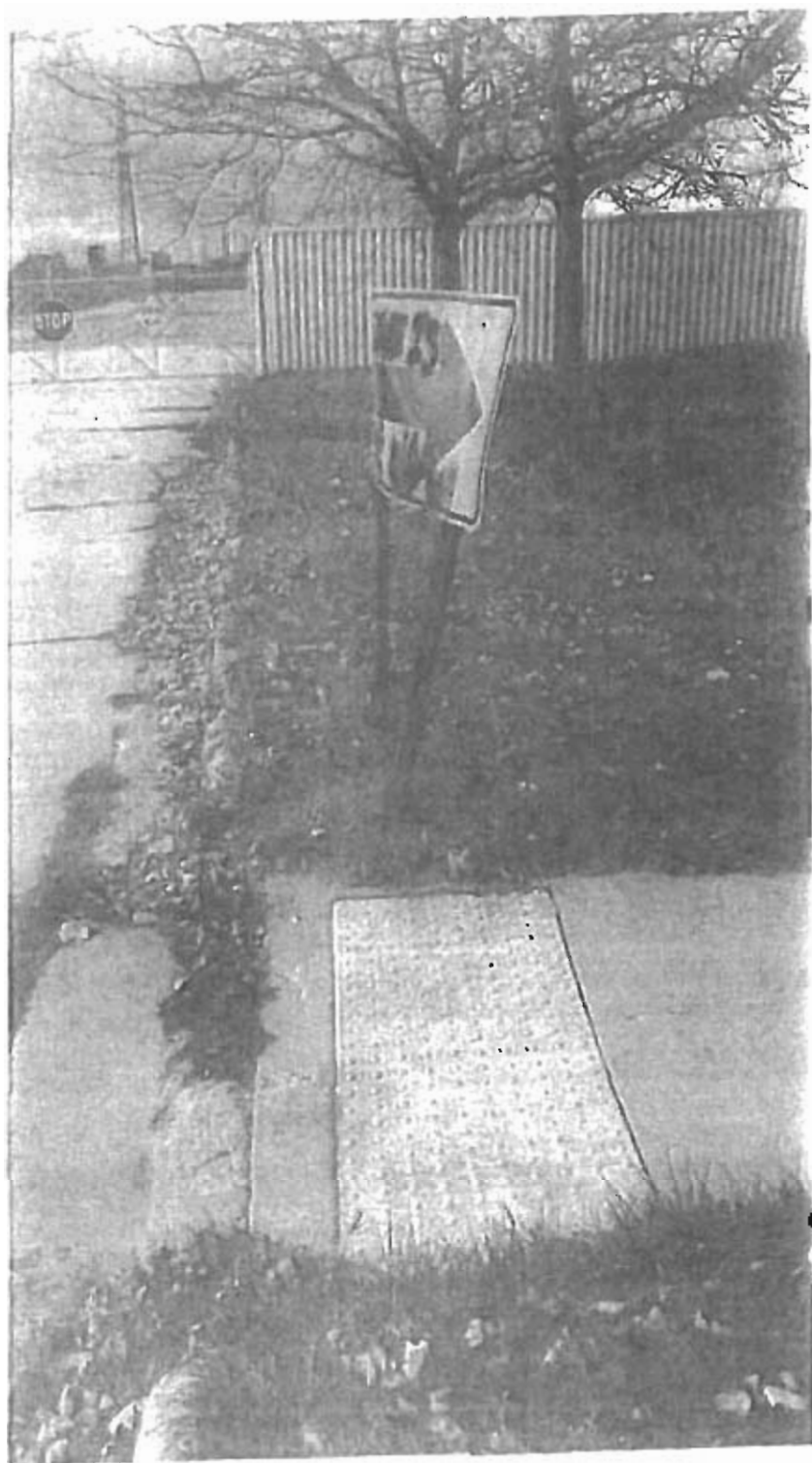
William R. Griggs
City Clerk

CC: Recreation Commission, Recreation Superintendent, Engineer, Police Traffic



GROVE STREET GREEN BELT PARK TRUCK/SUV DAMAGE





PROPOSAL FOR THE CREATION, PROTECTION, AND ENHANCEMENT OF THE GROVE STREET GREEN BELT PARK

PURPOSE:

The purposes of this Proposal are 1) to create official City Departmental fiduciary oversight of the Grove Street Green Belt, 2) to provide recommendations to eliminate illegal off-road motorized vehicular traffic along the full length of the Grove Street Green Belt, and 3) to provide recommendations to enhance the neighborhood use of the Grove Street Green Belt for beneficial purposes.

BACKGROUND AND PROBLEMS:

There have been numerous documented and reported occurrences of motorized off-road vehicular traffic occurring on the sidewalks and across the landscaped grounds of the Grove Street Green Belt. This activity is occurring along the entire length of the Green Belt, from Biddle Avenue to 8th Street. The predominant illegal vehicular traffic is occurring from 6th Street to 8th Street. Vehicles are frequently using the 8th Street sidewalk as a paved shortcut between Grove Street and Forest Street. There is easy and generally unnoticed access to the green spaces along Grove Street from the alleys between 6th and 8th Streets. The alley between 7th and 8th Streets is unmonitored because it is behind the abandoned former St. Helena's Church. The alley between 6th and 7th Streets is adjacent to some residential housing, but only along the side yard lot lines. The green belt area from 6th Street east to Biddle Avenue, while at risk and showing evidence of off-road traffic, is more highly visible to passers-by, which is a deterrent to this activity. This activity obviously poses an extreme risk and liability to the City of Wyandotte for potential personal injury to or death of residents and visitors enjoying that green space.

GOAL #1: Create official Department fiduciary oversight of the Grove Street Green Belt.

Recommendation #1: The City Council is requested to formally designate and re-name the Grove Street Green Belt as the "Grove Street Green Belt Park", and officially place it under the jurisdiction of the Wyandotte Recreation, Leisure, and Culture Department.

Notes: The Wyandotte Recreation, Leisure, and Culture Department is responsible for the administration and development of City Parks, and provides a perfect administrative fit for overseeing this green space. This green space was originally intended in the mid-1990's to provide a buffer between the McKinley Neighborhood and the industrial area to the south of Grove Street. The streets were closed by berms to eliminate dangerous short-cut traffic flow from the industrial area through the residential neighborhoods. See Attachment A.

The City Master Plan cites as a Goal for the Southeastern Neighborhood to: *"Preserve and continuously improve the residential area surrounding the McKinley School"*, with an Objective being: *"Through a program of property acquisition, eliminate all housing south of Grove Street."* This means that the Grove Street Green Belt Park will continue to expand over time to encompass all property south of the Forest Street alley to Grove Street, from Biddle Avenue to 8th Street. It is a well-known axiom that "if everyone is responsible, then no one is responsible". This growing property has immense value to the McKinley neighborhood, and must be protected. The Wyandotte Recreation, Leisure, and Culture Department is best suited by its Mission and Vision to function as the fiduciary for the Grove Street Green Belt Park. The green space is already being maintained by the Department of Public Service on their seasonal property maintenance schedule, so there would be no additional maintenance responsibilities imposed.

GOAL #2: Eliminate illegal off-road motorized vehicular traffic along the full length of the Grove Street Green Belt Park.

Recommendation #2: Install prominent signage with wording to the effect: "WELCOME TO THE GROVE STREET GREEN BELT PARK. MOTORIZED VEHICULAR TRAFFIC IS PROHIBITED".

Notes: The signs should be posted facing Grove Street and facing the alleys and sidewalks at each of the existing Green Belt sections, from 8th Street to Biddle Avenue. 12 – 15 signs should provide sufficient coverage.

Recommendation #3: Install decorative black or green 4-foot fencing along the alleys from 8th Street to 6th Street, with additional fencing for short distances along the sidewalk at 8th Street to Grove Street, and at the terminus of 7th Street by Grove Street.

Notes: Tree plantings will not have any effect on controlling this off-road traffic. In fact, vehicles are using existing trees as an obstacle course for their enjoyment. Attached are two drawing (Attachments B & C) that depict approximate locations and lengths of the proposed new barrier fencing between 8th and 6th Streets. All distances are approximate. The intent is to eliminate access to the green space from the alleys, and to eliminate vehicles from using the 8th Street sidewalk as a paved shortcut between Grove Street and Forest Street. Attachment D depicts a sample steel or aluminum fence that would be recommended for this application. It is relatively inexpensive, unobtrusive, and would not negatively impact the enjoyment of the Grove Street Green Belt Park.

GOAL #3: Enhance the neighborhood use of this park for beneficial purposes.

Recommendation #4: Plant various trees throughout the Grove Street Green Belt Park.

Notes: Even though trees and other woody ornamentals may not have much effect on controlling off-road vehicular traffic, they do contribute significantly to a person's enjoyment of the outdoors and of this particular green space. The Beautification Commission has recommended the use of a diverse planting of native trees and other woody ornamentals hardy to Zone 5. The Commission's detailed recommendations were formally communicated to the Engineering and Building Department on April 29, 2015 for their consideration and implementation. See Attachment E.

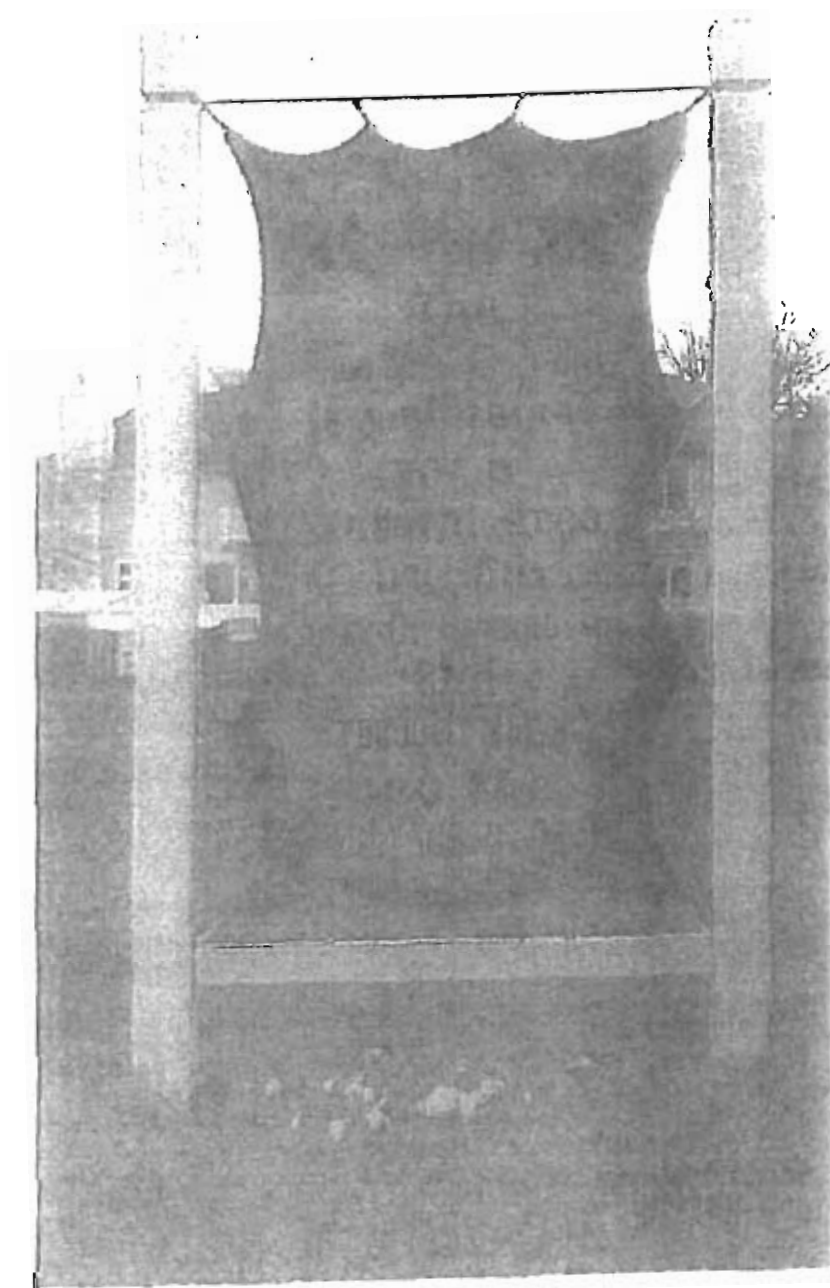
Respectfully Submitted,

A handwritten signature in black ink, appearing to read "John M. Darin", followed by a long horizontal flourish.

John M. Darin

Spokesperson,
McKinley Neighbors United

ATTACHMENT A

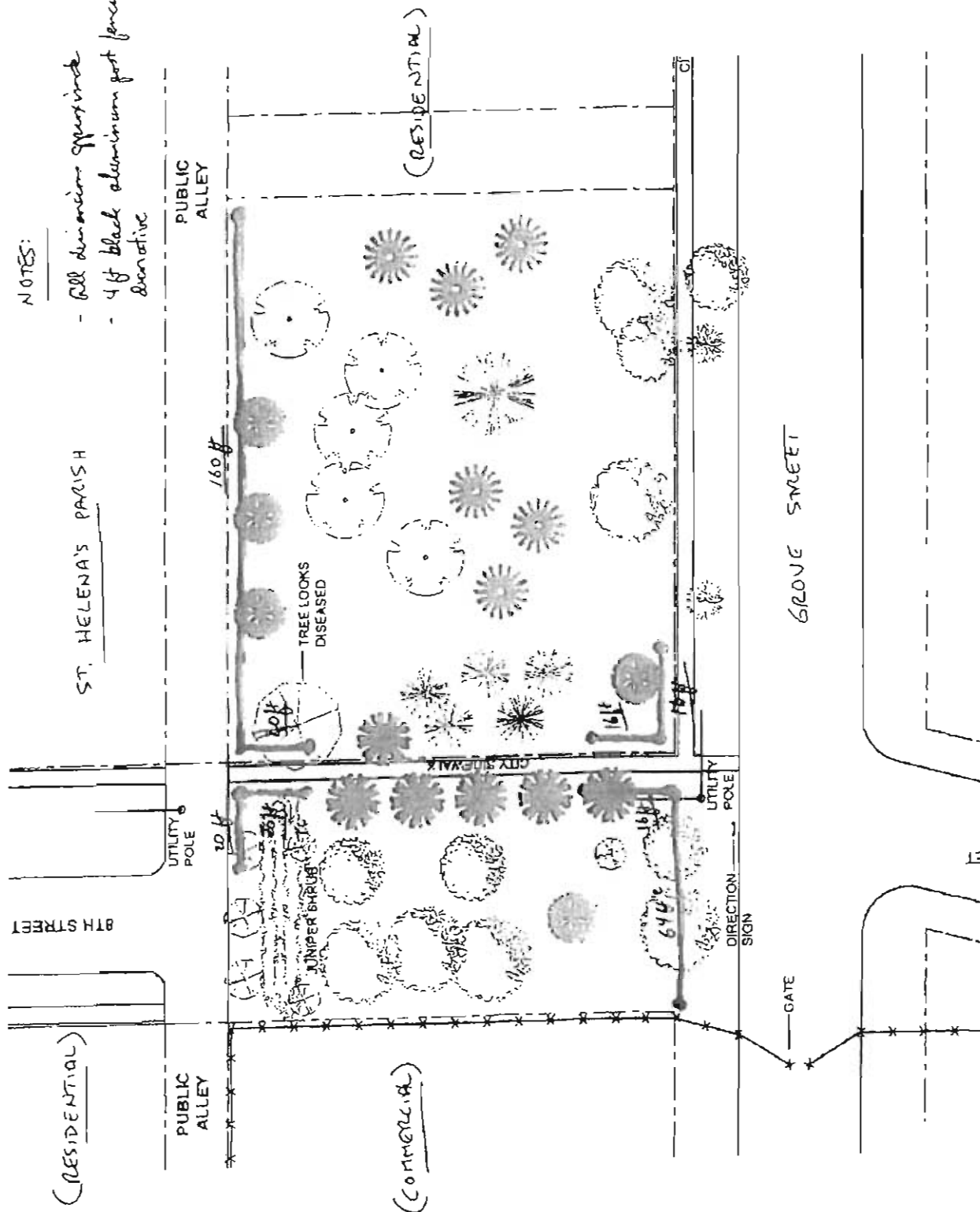


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NOTES:

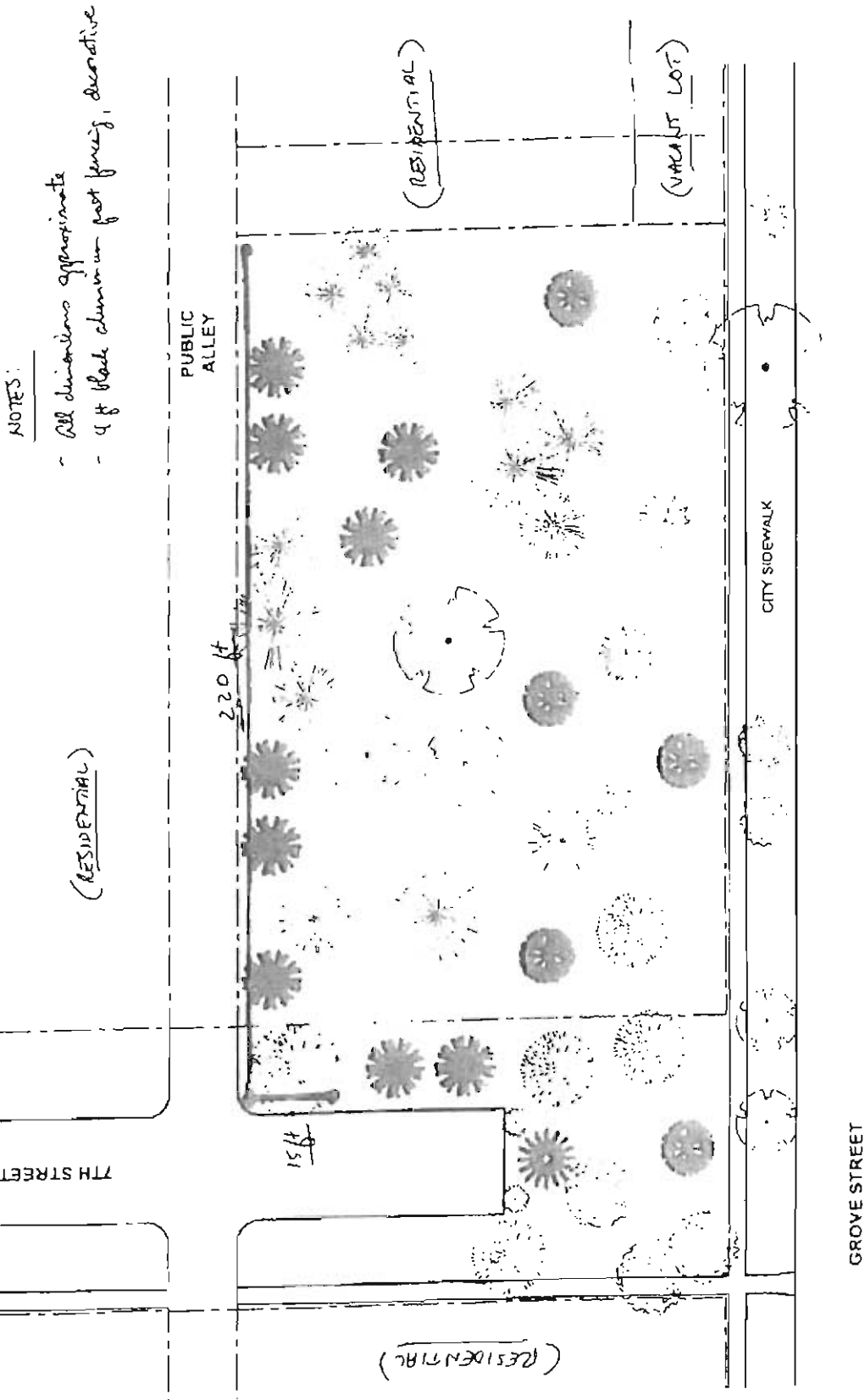
All dimensions approximate
4 ft black aluminum post fencing,
durable

ST. HELENA'S PARISH



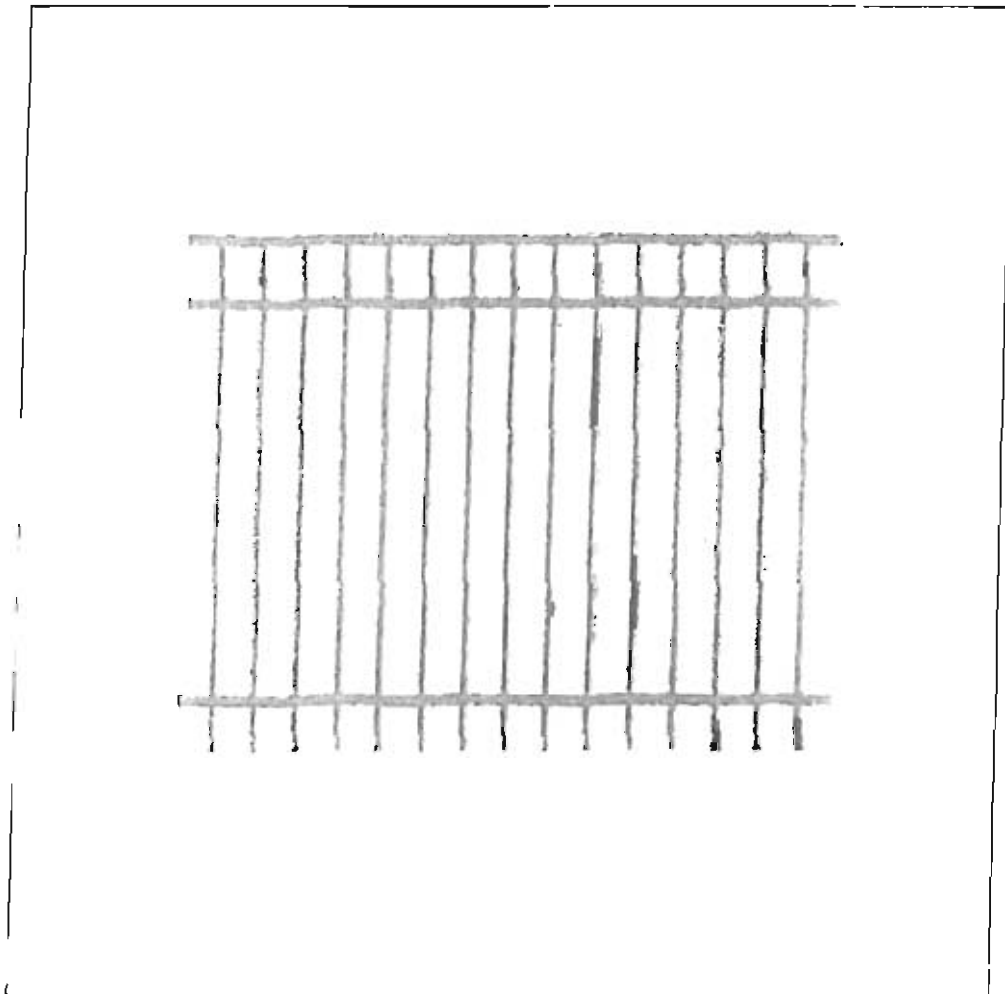
ATTACHMENT C

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ATTACHMENT D

SAMPLE 4-FOOT STEEL OR ALUMINUM DECORATIVE
FENCING, BLACK



ATTACHMENT E

Wyandotte Cable

John Darin <jdarin@wyan.org>

Re: Grove Street Green Belt Park

1 message

John Darin <jdarin@wyan.org>

Wed, Apr 29, 2015 at 3:06 PM

To: mkowalewski@wyan.org

Cc: Ralph Hope <rhope@wyan.org>, Mayor Joseph Peterson <mayor@wyan.org>, John Darin <jdarin@wyan.org>

Hi, Mark:

Thank you for reviewing this proposal and clarifying the required process for me. Every proposed plan has a process, and I understand and respect that. I will follow-up through the Mayor's Office for official consideration of this proposal by the Mayor and City Council. I hope and trust that your office will be supportive of this proposed Grove Street Green Belt Park Plan as it, hopefully, goes forward in the Council's deliberations. Thanks, again.

Regarding the landscaping, there are a number of opportunities from 8th Street east to Biddle. It is important to note that, practically speaking, the trees will enhance a visitor's enjoyment of the park area, but will not be effective in stopping any illegal off-road vehicle activity in the green space.

Regarding the types of trees, the Beautification Commission recommends the use of a diverse planting of native trees and other woody ornamentals hardy to Zone 5. These trees should include a mix of conifers and deciduous, broadleaf trees (non-nut-bearing). In particular, any flowering varieties that do not drop fruit, such as dogwood, redbud, and newer fruit tree cultivars, would be a great fit. The fruit trees would need to be resistant cultivars, otherwise they will need monitoring and spraying for disease. A variety of flowering shrubs, such as spirea, hydrangea, azalea, and rhododendron, would also be beautiful in this greenbelt. You can see we like the "pop" of flowering cultivars when available. The pear trees that the city has planted throughout the McKinley neighborhood are very beautiful when they bloom.

Regarding the specific planting sites, our attention is along the entire Green Belt, 8th Street to Biddle. This would obviously depend highly on available budget, but following are some considerations for you and your team.

- 1) 8th to 7th Streets, north side Grove Street: There is an overgrown planting of juniper and an apparently diseased old tree at the northwest corner of that green space. The entire planting of juniper and the old tree need to be removed. Those spaces can be re-planted, maybe with the flowering pear trees replacing the juniper, and a redbud replacing the old diseased tree. Also, there is room on the east side of that green space to plant a small number of mixed conifers and broadleaf trees. The rest of that green space is wooded, and probably cannot sustain additional plantings.
- 2) 7th to 6th Streets, north side Grove Street: There is already a nice mix of conifers and broadleaf trees, with some nice sunny spaces. A small planting (6+) ornamental flowering trees on the southeast side of that green space would certainly enhance the area.
- 3) 6th Street to Biddle Avenue, north side Grove Street: This large green space has fewer trees planted, and could use some more conifers and broadleaf trees planted throughout the green space in a balanced manner.
- 4) 8th Street to Biddle Avenue, south side Grove Street: It is recommended to initiate a planting of flowering pear trees and other flowering trees with a narrow, upright habit in the city easement on the south side of Grove Street, between the sidewalk and the street. These plantings would visually obscure the industrial buildings that line the south side of Grove Street. That would be a great enhancement to the area.

Lastly, regarding some details of planting, it is important to stress to your landscape contractor(s) to cut and peel back any burlap or wire framing around the root balls, no "volcano mulch", and to remove the stakes and ties later this year after the roots take hold. The stunting and die-off of trees planted en masse by some landscape contractors without attention to these acceptable practices has been a source of frustration for the Beautification Commission. I am hoping that these specs are cited in your RFP and that these workers are supervised to ensure that they are planting the trees and shrubs correctly. I hope this helps. I am looking forward to working with you and Mr. Hope as this project proceeds. If you have any questions, please do not hesitate to contact me. Thank you very much!

John Darin
Chairman,
Wyandotte Beautification Commission
734.652.0254
jdarin@wyan.org

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8-A

MEETING DATE: June 29th 2015

AGENDA ITEM # _____

ITEM: Shuttle Service: 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 from Trinity Transportation for a shuttle service for the fair. This shuttle will be running from Roosevelt High School all four days of the fair and is sponsored for two of the four days. We feel it is important to have the shuttle every day of the event and therefore 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 Trinity will provide excellent service and request your support of this contract.

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

Wy. Street Art Fair –	285-225-925-730-860	\$ 600
-----------------------	---------------------	--------

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: *Shupdal*

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

MAYOR'S RECOMMENDATION: *ALT*

LIST OF ATTACHMENTS:

Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 29th 2015

RESOLUTION by Councilman _____

Resolved by City Council to approve the request of the Special Event Coordinator to approve of the contract between Trinity Transportation to provide assistance for the 2015 Wyandotte Street Art Fair.

I move the adoption of the foregoing resolution.

MOTION by Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
Stec



4624 13th Street
Wyandotte, MI 48192
734-284-9229
(Fax: 734-283-8418)
www.trinitytransportation.com

City of Wyandotte
Heather Thiede
3200 Biddle Avenue
Wyandotte, MI 48192

Charter # 125323

Date Printed: Tuesday, June 23, 2015

PO #:

Group Name: Wyandotte Street Art Fair Shuttle

Phone: (734) 324-4587 Fax:

Salesperson: Stephanie Tenorio

		Departure Time	Date	# Vehicles	Description	Total Capacity
Pickup	Roosevelt High School 540 Eureka Road Wyandotte, MI	10:00 am	07/11/15	1	25 pax	25
		Note: Pick Up @ Parking Lot				
Dropoff	Wyandotte Wyandotte, MI		07/11/15			25
		Note: Corner of Eureka & Biddle Avenue				
Pickup	Wyandotte Wyandotte, MI		07/11/15			25
Dropoff	Roosevelt High School 540 Eureka Road Wyandotte, MI	09:00 pm	07/11/15			25

Your cost is based on the services detailed above and is subject to change in accordance to actual times and your actual itinerary.

How are we doing? Visit our website www.Trinitytransportation.com and fill out our customer satisfaction survey form.

If a specific service agreement is in effect between the customer and Trinity Transportation, the service agreement will supersede the general terms and conditions.

Please sign this agreement and enclose payment as noted above. Keep one copy for your files and return one copy with your payment. Motorcoach Cancellations must be received 30 days prior to departure to insure full refund. Charter is subject to cancellation if payments are not received by due dates.

****** SMOKING IS PROHIBITED AT ALL TIMES ON THE VEHICLES ******

Chartering Party to provide Driver's Lodging in appropriate accommodations.

You as the chartering party are responsible for the driver(s) room(s) on overnight trips. The cost of bridge tolls, highway tolls, entrance or other fees (Such as parking fees, etc.) are not included in the cost of this charter. Trinity Inc. reserves the right to lease equipment from other companies in order to fulfill this agreement. Trinity Inc. shall not be liable for items left on the vehicles or loss of time due to mechanical failure or inclement weather. We can not guarantee the assignment of drivers or vehicles.

A signed contract and deposit (if required) will confirm your reservation and acknowledge your acceptance of this agreement. If paying by check, please write the charter number on the check.

*** Trinity Inc. reserves the right to charge a cleaning and damage fee. ***

Fuel Surcharge May Apply.

Signature _____

Date _____



4624 13th Street
Wyandotte, MI 48192
734-284-9229
(Fax: 734-283-8418)
www.trinitytransportation.com

City of Wyandotte
Heather Thiede
3200 Biddle Avenue
Wyandotte, MI 48192

Charter # 125323

Date Printed: Tuesday, June 23, 2015

PO #:

Group Name: Wyandotte Street Art Fair Shuttle

Phone: (734) 324-4587 Fax:

Salesperson: Stephanie Tenorio

Your Charter Includes:	# Units	Cost/Unit	Total	Note
Flat Rate	1.00	600.00	600.00	

Total Cost: \$ 600.00

Balance of \$ 600.00 is due: June 27, 2015

Itinerary: *****CONTINUOUS SHUTTLE BETWEEN ROOSEVELT HIGH SCHOOL
PARKING LOT AND CORNER OF EUREKA AND BIDDLE AVENUE FROM
10:00 AM - 9:00 PM*****

CONFIRMATION CONTACT: HEATHER THIEDE 734-324-4502-OFFICE
HTHIEDE@WYAN.ORG

*****THIS ORDER IS IN ASSOCIATION WITH CHARTER # 125322

Initial _____ Date _____

Please initial here to indicate that you have read the terms and conditions on page 1 of this contract.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8-B

MEETING DATE: June 29th 2015

AGENDA ITEM # ____

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.*

Great Technique Dance Academy - \$0

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 bringin 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 - \$0

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: *SDunsdale*

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

MAYOR'S RECOMMENDATION: *JRP*

LIST OF ATTACHMENTS

Contracts

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 29th 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 29th 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.

Great Technique Dance Academy - \$0

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 11th day of May 2015 between the City of Wyandotte and Great Technique Dance Academy

Name of Musical Group: Great Technique Dance Academy

Name of Contact Person: Seth Miller

Contact Address: 1412 Eureka Rd., Wyandotte, MI 48192

Phone Number: 734-283-2623

Business ID Number: 46-3302705

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

Music Style: classical, pop

Number of Entertainers: 10

It is mutually agreed between the parties that Seth Miller (name of contact on the w-9 receiving the check) will furnish 2 hours Entertainment 15 minutes for the Wyandotte Street Art Fair on: July 8th from 12-12:30 pm

The price for this engagement is FREE

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

Seth Miller
Signature of Entertainment Representative
Date 6/18/15

Signature of City Representative
Date _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

8-2

MEETING DATE: June 29th 2015

AGENDA ITEM # ____

ITEM: WSAF Children's Entertainment Area

PRESENTER: Heather A. Thiede, Special Events Coordinator

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

BACKGROUND: Attached please find the contract for Airborne Bouncers for the 2015 Wyandotte WSAF to be held July 8th through the 11th. We feel that the company will once again enhance the event and provide the city with revenue.

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. Please consider authorization of this contract by Mayor Peterson and the City Clerk, Mr. Griggs.

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: *Shupdale*

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

MAYOR'S RECOMMENDATION: *JP*

LIST OF ATTACHMENTS

Airborne Bouncers Contract

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: June 29th 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 Airborne Bouncers for the event held July 8th – 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

FESTIVAL-STREET FAIR CONTRACT

THIS AGREEMENT to provide amusement rides and/or concessions and/or inflatables (hereinafter the "Agreement") is made this 18 day of June, 2015, between AIRBORNE BOUNCERS and

City of
Wyandotte

The purpose of this Agreement is for AIRBORNE BOUNCERS to provide rides for
Wyandotte Street Art
Fair

Section 1. Premises. Theatre Lot, on a /exclusive basis, the privilege to use more particularly described as follows:

Section 2. Term. The term of this Agreement shall begin July 7, 2015, and end on July 11, 2015. (The daily hours of operation may vary

from day to day and will be set by the host of the event)

2.1 FOR THE PURPOSE OF PRE-EVENT MOVE-IN, AIRBORNE BOUNCERS use of the aforementioned premises shall commence on July 7, 2015, at 1 /p.m.

2.2 FOR THE PURPOSE OF THE EVENT, AIRBORNE BOUNCERS use of premises shall commence on July 7, 2015, at 1pm a.m./p.m.

2.3 AND SHALL TERMINATE FOR THE purpose of the EVENT on July 11, 2015, at 12am a.m./p.m.

2.4 FOR THE PURPOSE OF MOVE-OUT, AIRBORNE BOUNCERS use of premises shall end on July 12, 2015, at 1 a.m.

2.5 MOVE-IN AND MOVE-OUT must take place during the designated times stipulated in this Agreement.

Section 3. Amusement Rides and Concessions/Inflatable. AIRBORNE BOUNCERS hereby agrees to furnish the following amusement rides and/or concessions/Inflatables:

Zip line, Rockwall/Bungy Jumping, Mechanical bull/wipe out zone
Whirlybird ride, Inflatables including giant slides and bounce houses to fill up the
theatre lot

AIRBORNE BOUNCERS reserves the right to change items at will due to weather or other

rental requirements, if it is a pay for play event, and not a pre paid event.

Section 4. AIRBORNE BOUNCERS Representative. At all times AIRBORNE BOUNCERS or any of AIRBORNE BOUNCERS personnel are present on the premises, there shall also be present a Representative of AIRBORNE BOUNCERS who shall be responsible for AIRBORNE BOUNCERS operations under this Agreement and the conduct of its personnel.

Section 5. No Interest in Property. AIRBORNE BOUNCERS use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease. The parties further agree that AIRBORNE BOUNCERS rights hereunder shall not be construed as an easement, or any other interest in real property.

Section 6. Operation of Amusement Rides and Concessions/Inflatables. During the term of this Agreement, AIRBORNE BOUNCERS shall erect and operate the aforementioned amusement rides and concessions/inflatables. AIRBORNE BOUNCERS will operate such rides as are provided for this Agreement on a daily basis for the period each day as set by host.

Section 7. Status of Name, Address, and Guaranty. AIRBORNE BOUNCERS represents and warrants that the legal name as contained in this Agreement along with all other information in this Agreement are accurate and correct in all respects and makes this warranty as of the date of this Agreement and continuing through its duration. AIRBORNE BOUNCERS further represents and warrants that the representative who has signed the Agreement has full, complete and absolute authority to bind the AIRBORNE BOUNCERS.

Section 8. Condition of Premises. Carnival Operator agrees to quit and surrender the Premises and all equipment therein to the host at the end of the term of this Agreement in the same condition as the date of the commencement of this Agreement, ordinary use and wear thereof only excepted.

Section 9. Rules and Regulations. AIRBORNE BOUNCERS agrees to abide by and conform to all rules and regulations from time to time adopted or prescribed by the host, for the governance and management of Premises.

Section 10. Alcoholic Beverages. AIRBORNE BOUNCERS agrees to not cause or allow alcoholic beverages of any kind to be sold, given away, or used upon premises.

Section 11. Improvements. AIRBORNE BOUNCERS agrees to make only those alterations, additions, or improvements, in, to, or about Premises which have been approved in advance and in writing.

Section 12. Damage to Premises. Carnival Operator agrees to not injure, nor mar, nor in any manner deface Premises or any equipment contained therein, and to not cause or permit anything to be done whereby Premises or equipment therein shall be in any manner injured, marred or defaced; and to not drive or permit to be driven nails, hooks, tacks or screws into any part of said building or equipment contained therein and to not make nor allow to be made any alterations of any kind to said building or equipment contained therein.

Section 13. Ride Operators. AIRBORNE BOUNCERS agrees to furnish competent, qualified ride operators on each ride.

Section 14. Dogs. AIRBORNE BOUNCERS shall not allow any of its employees, agents or any person associated with the event to bring, or keep on premises, any dogs.

Section 15. Removal of Amusement Rides and/or Concessions/Inflatables. AIRBORNE BOUNCERS shall furnish at its own expense all personnel required to erect, operate, dismantle and remove all amusement rides and concessions and other equipment on the premises.

Section 16. Ordinances and Statutes. AIRBORNE BOUNCERS shall comply and shall require its employees to comply with all laws, ordinances and regulations adopted or established by Federal, State or Local Governmental agencies or bodies, with the terms of this Agreement, all relevant health and fire codes and all trademark, copyright and other intellectual property laws. AIRBORNE BOUNCERS agrees that at all times it will conduct its activities with full regard for public safety. AIRBORNE BOUNCERS also shall not use, store or permit to be used or stored in or on any part of Premises covered by this Agreement any substance or item prohibited by law.

Section 17. Licenses and Permits. It shall be the full and sole responsibility of AIRBORNE BOUNCERS to obtain and pay for all Federal, State, County and other licenses, permits and inspections that may be required to operate their amusement rides and/or concessions/inflatables and, furthermore, shall provide proof that all appropriate licenses, permits and inspections have been obtained.

Section 18. Entry and Inspection. AIRBORNE BOUNCERS use of Premises is nonexclusive, and the host may enter at any time and for any purpose while AIRBORNE BOUNCERS is utilizing Premises or at any other time.

Section 19. Liability/Indemnification of the Host. It is expressly understood and agreed by and between the parties hereto that in no case shall the host be liable to the AIRBORNE BOUNCERS, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises or on the amusement rides provided by AIRBORNE BOUNCERS or by virtue of any act, error, or omission of AIRBORNE BOUNCERS, whether same is caused by or results from the carelessness, negligence, or improper conduct of AIRBORNE BOUNCERS, its agents or employees or otherwise, AIRBORNE BOUNCERS hereby taking all risk and indemnifying the host for any such damage or injury. AIRBORNE BOUNCERS agrees to hold the Host harmless from any claims for damages, caused by the act, error, or omission of AIRBORNE BOUNCERS, its agents, employees, assigns, invitees or otherwise regardless of whether the claim for damages arises out of an occurrence occurring before, during, or after the time set forth in this Agreement for providing amusement rides and/or concessions/inflatables.

Section 20. Independence of Operator. It is expressly understood and

agreed by and between the parties hereto that AIRBORNE BOUNCERS is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of the Host. The Host has no authority or control over any aspect of AIRBORNE BOUNCERS operations, except as provided in this Agreement. AIRBORNE BOUNCERS is an entity entirely independent of the Host related only by the independent contractual terms of this Agreement.

Section 21. Warranties by the Host. It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of the Host, and there are no verbal agreements whatsoever between the Host and AIRBORNE BOUNCERS, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this Instrument.

Section 22. Insurance. AIRBORNE BOUNCERS, at its cost, shall provide the following forms of insurance: Commercial General Liability. This policy will name the Host as additional insured.

The minimum limits acceptable for General liability are \$1,000,000 per occurrence and \$2,000,000 annual aggregate..

AIRBORNE BOUNCERS shall also have Workers Compensation.

Section 23. Underground Utilities. It is understood by the Host that stakes must be driven into the ground to secure all equipment, provided stakes are driven at the location permitted by Miss Dig. AIRBORNE BOUNCERS is not responsible for damage to utilities if so happens. The Host can have a representative on premise to supervise setup when stakes are driven into the ground if the Host desires and is concerned.

Section 24. Personnel. It shall be the obligation of AIRBORNE BOUNCERS that all personnel employed will be appropriately dressed, will keep themselves in a neat and clean condition, will deal courteously with all patrons, and will not use rough or profane language, drink alcoholic beverages or use non-prescription drugs at any time while on the Premises

Section 25. Cancellation. AIRBORNE BOUNCERS reserves the unilateral right to cancel this Agreement for the public good in the event of an act of God, inclement weather, natural disaster, bomb or threat or for other reasons as determined by the Host and/or AIRBORNE BOUNCERS,

or in the event of any request by any Federal, State or County agency for use of the Premises under such circumstances, it being understood and agreed by AIRBORNE BOUNCERS

that its rights hereunder are subordinate and inferior to the right of use by any Federal, State or County agency or department. Should the Host exercise its rights to cancel this License, AIRBORNE BOUNCERS agrees to forego any and all claims for damages against the Host, and further agrees to waive any and all rights which might arise by reason of the terms of this License and the AIRBORNE BOUNCERS shall have no recourse of any kind against Host.

Section 26. Electrical Equipment. HOST/AIRBORNE BOUNCERS will provide electricity.

Generators can be used to supplement electrical needs if allowed by the Host. Generators will be placed where there is the least amount of noise as possible

Section 27. Pre-suit Mediation. Prior to bringing any lawsuit under this Agreement, the parties hereto agree to submit any and all disputes to pre-suit mediation. Accordingly, the parties agree to strictly follow said rules and abide by any agreement made as the result of mediation. Good faith compliance with this provision shall be a condition precedent to the right of any party hereto to bring a lawsuit under this Agreement. This provision is a material inducement to the Host entering into this Agreement. This provision shall survive termination of this Agreement

Section 28. Severability and Enforceability. The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

Section 29. Waiver. The failure of the Host to insist on the strict performance of any one or more of the covenants, terms and conditions of this Agreement, shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and that no waiver by Host of any of the provisions hereof shall in any event be deemed to have been made unless the same be expressed in writing by Host.

Section 30. Attorneys Fees. In the event it becomes necessary for any party hereto to institute litigation in order to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to all costs incurred therein, including reasonable attorneys fees.

Section 31. Matters That Survive Terminations. Unless otherwise provided in this Agreement, all of the terms, provisions, representations and warranties, and all remedies available to any party shall survive termination of the Agreement.

Section 32. Entire Agreement. The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties. Any and all prior agreements, understandings, and representation are hereby terminated and canceled in their entirety and are of no further force or effect.

Section 33. Construction of Agreement. Each party has relied upon its own examination of this License and the advice of its own counsel and other advisors in connection with this Agreement. This Agreement was negotiated at arm's length. AIRBORNE BOUNCERS

and Host agree to the terms of the Agreement and have executed this Agreement freely and voluntarily.

Furthermore, the money, property, insurance or services which are the subject of this Agreement are for commercial purposes and not for personal, family or household purposes.

Section 34. Paragraph Headings. The paragraph headings used in this Agreement are for convenience only, and shall not be used in interpreting or construing any provision of this Agreement

SECTION 35. Payment to the Host for use of property will be in the amount of
15%

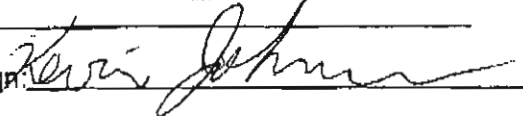
Paid by check within one week of the end of the event, sent to the Host place of business by
mail.

Print name and title:

AIRBORNE BOUNCERS Kevin Johnson

16620 Inkster rd. Romulus, Mich, 48174

sign:

 6-24-15

APPROVAL OF HOST

Print name and title:

sign: _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: June 29, 2015

AGENDA ITEM # _____

9

ITEM: Replacement of Department of Public Service (DPS) Snow Removal Equipment

PRESENTER: Mark A. Kowalewski, City Engineer

Mark Kowalewski 6-25-15

INDIVIDUALS IN ATTENDANCE: Mark A. Kowalewski, City Engineer

BACKGROUND: The attachments include an assessment of the City's Department of Public Service's (DPS) ability to provide continued effective snow removal service. Three (3) dump trucks, one (1) truck and one (1) tractor need to be replaced. Also, one (1) dump truck needs to be repaired. The lead time on the purchase of new dump trucks and outfitting same with plows, spreaders, hoist and hydraulic boxes is approximately five (5) to six (6) months. Therefore, I am recommending moving forward with said purchases so the equipment is available for this winter.

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: Award the following purchases:

1. MIDEAL purchase of three (3) International Single Axle Highway Maintenance Truck Chassis to TRI County International Trucks, Dearborn, Michigan at \$82,565.00 per truck = \$247,695.00
2. MIDEAL purchase of one (1) John Deere 3046 R Compact Utility Tractor to Sell's Equipment, Woodhaven, Michigan at \$34,042.04
3. MIDEAL purchase of one (1) 2016 Ford F250 4x4 Pickup to Gorno Ford, Woodhaven, Michigan at \$28,887.00
4. Repairs to Dump Truck #40A to Selking Interantional, Monroe, Michigan at \$5,727.28.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Amend City budget to provide for said purchases via an internal borrowing from the City's Self-Insurance Fund. The borrowing will be repaid in the future utilizing the Charter-authorized debt levy.

IMPLEMENTATION PLAN: City Engineer to order new equipment and obtain repairs to one (1) truck. Also, provide future recommendation on award for plow, salt spreader, hydraulic, and hoist attachments for three (3) dump trucks; City Administrator to coordinate financing of the purchase and present budget amendments back to City Council.

COMMISSION RECOMMENDATION: n/a

CITY ADMINISTRATOR'S RECOMMENDATION: The City currently has a relatively low debt load with three (3) debt issuances outstanding:

1. 2006 Capital Improvement Bonds (Police/Court/Yack) maturing in 2026
2. Loan from Self-Insurance Fund for Fire Pumper scheduled to be fully repaid in 2016
3. Loan from Self-Insurance Fund for 3200 Building Renovations to be fully repaid in 2020

In 2019, revenue from the existing debt millage is projected to be in excess of our current debt obligations by approximately \$413,000. In 2020, this revenue will exceed our current debt obligations by approximately \$850,000

Thus, the recommended internal borrowing for the purchase of snow removal equipment will be scheduled for complete repayment by 2021.

S. Dunsdale

LEGAL COUNSEL'S RECOMMENDATION: n/a

MAYOR'S RECOMMENDATION:

ALT.

LIST OF ATTACHMENTS: Assessment of Continued Snow Removal Operations with Attachments A thru F, three (3) MIDEAL Proposals and Repair quote for Dump Truck 40A.

ASSESSMENT OF CONTINUED SNOW REMOVAL OPERATIONS
FOR THE CITY OF WYANDOTTE

The ability to continue to deliver snow removal at the level of service expected by Wyandotte Citizens will be severely hampered unless replacement of equipment is considered a priority by the City.

In the 2013-2014 Winter season two (2) snow emergencies were declared by the City. In 2014-2015 Winter season one (1) snow emergency was declared. The 2015 snow emergency brought to the forefront the precarious condition of snow removal equipment. During this emergency equipment was out of service when needed. The Department of Public Service (DPS) Mechanics did a masterful job of repairing equipment, but we cannot continue to rely on just on time repairs during snow emergencies. Some equipment is becoming unsafe to operate.

- I. Attachment A describes the DPS Snow Removal Operations.
- II. Equipment needed for snow removal operations:
 - A. Equipment needed for plowing:
 1. Eight (8) Dump Trucks @ (6 c.y.) with plows, One (1) small (3 c.y.) Dump Truck with Plow, Two (2) Pickup Trucks with plows, Four (4) Tractors with brooms for CBD.
 - B. Equipment needed for salting:
 1. Five (5) Dump Trucks (6 c.y.) with spreaders, two (2) tractors with brooms & spreaders and one (1) small dump (3 c.y.)
 - C. Plowing Operations utilizes the most equipment.
- III. Current Equipment for Snow Removal
 - A. DPS 2015 Snow removal Equipment still useable (Attachment B)
 - B. DPS 2015 Snow Removal Equipment needing replacement or repair (Attachment C)
- IV. Assessment of Current Equipment for Snow Removal
 - A. Dump Trucks (6 c.y.) with plows:

Five (5) Dump Trucks (6 c.y.) with plows (#35A, #36, #41, #53, #54) are all in good shape. The City needs to purchase three (3) new dump trucks (6 c.y.) with plows to replace three (3) current vehicles (#38-1992, #164-1996, #165-1996). These three (3) Snow Plows are no longer dependable for snow removal operations. Very soon they will be unsafe to use and will not be available for snow removal operations.

One (1) Dump Truck (6 c.y.) with plow should be repaired and maintained in the fleet as a spare (#40-1999).

 1. Pictures of #38, #164, #165 needing replacement (Attachment D).
 - a. #164 and #165 have firewall damage and are becoming unsafe to operate.
 - b. #38 has bad hydraulics and based on its age (1992) will have similar problems to #164 and #165.
 - c. Replacement costs is \$124,565 per truck or \$373,695.00.
 2. Pictures of #40A needing repair to water pump, timing cover and oil pan would be approximately \$6,000.
 - B. Pickup Trucks with Plows

One (1) Pickup (#16) is in good shape. The city needs to purchase one (1) Pickup Truck with Plow to replace current vehicle (#21).

 1. Pictures of #21 needing replacement (Attachment E).
 - a. Front end damage not usable as plow.
 - b. Replacement cost is \$28,887.
 - C. Tractors with Broom
 1. Three (3) Tractors with Broom are in good shape (#51, #55, #121). The City needs to purchase one (1) Tractor with Broom to replace current vehicle (#52).
 - a. Pictures of #52 needing replacement (Attachment F).
 - b. Replacement cost is \$34,042.04.
 - D. Small Dump (3 c.y.)
 1. One (1) Small Dump (#33) is in good shape.

DPS SNOW REMOVAL OPERATIONS

Weather conditions are monitored on weather channel websites. Police Department monitors road conditions and has list to reach supervisors on off hours.

1. Salting Operations

- A. During work day a DPS Supervisor monitors road conditions.
- B. During off hours a Police Shift Supervisor contacts DPS supervisor when conditions warrant salting.
- C. Manpower: 1 Supervisor and 8 employees: Five 6cy dump trucks for streets and parking lots, Two tractors with brooms (non-CDL) and one small 3cy dump truck for CBD.
- D. There are 5 different Salt/Plow routes that are posted in the DPS lunch room.

2. Plowing Operations

- A. Supervisor monitors weather at work and at home.
- B. Operations start when 4 inches of snow is on the ground or 3 inches on the ground and it is continuing to snow.
- C. Manpower: 1 supervisor and 15 employees: Eight 6cy dump trucks, Two pickup trucks, and One small 3cy dump truck for streets and parking lots, Four tractors with brooms (non-CDL)for CBD, cross walks, viaducts, city buildings and city properties
- D. There are 5 different Plow/Salt routes are posted in the DPS lunch room.

3. Heavy Snowfalls

- A. Shift change to start at 2:00 am, to clear CBD snow from streets and parking lots.
- B. Manpower: 1 supervisor and 5 employees, 2 front loaders and 3 semi-trucks.

4. Overtime

- A. Union contract call in list
- B. Seasonal with CDL's, seasonal without CDL's for tractors.
- C. Contract Employees
- D. Supervisor

5. Working Shifts

- A. MDOT Regulations: Government employees exempt from regulations.

6. Snow Emergency

- A. The Mayor or Police Chief has the authority to declare a snow emergency. Cars are prohibited from parking on the streets during a snow emergency.

2015 SNOW REMOVAL EQUIPMENT
STILL USEABLE

Truck	Manufactor	Year of	Original Purchase	Original Purchase Price Plow, Salt Spreader	Comments
#		Truck	Price	Hydraulics & Hoist	
16	FORD F350	2006	\$23,174.00		
33	FORD F450 3CY DUMP TRUCK	2006	\$28,249.00		
35A	FREIGHTLINER 6CY DUMP TRUCK	2010	\$66,596.00	\$15,531.00	
36	STERLING 6CY DUMP TRUCK	2008	\$87,384.00	\$12,063.00	
41	STERLING 6CY DUMP TRUCK	2002	\$49,958.00	\$23,037.00	
53	STERLING 6CY DUMP TRUCK	2005	\$54,369.00	\$15,742.00	
54	STERLING 6CY DUMP TRUCK	2005	\$54,369.00	\$15,742.00	
51	NEW HOLLAND 3045 TRACTOR WI/BROOM & PLOW	2008	\$38,527.00		
55	JOHN DEERE 4 WHEEL TRACTOR WI/BROOM	2007	\$18,406.70		
121	TORO POLAR TRAC WI/BROOM & PLOW	2008	\$30,030.49		

2015 Snow Removal Equipment Needing
Replacement or Repair

Truck #	Manufactor	Year of Truck	Original Purchase Price	Cost to Repair	Cost to Replace	Cost to Replace Plow, Salt Spreader Hydraulics & Hoist	Maintenance Records Attached	Comments
21	FORD F250	1997	\$25,988.40	Move into Fleet	\$28,887.00		YES	Front end damage not usable as plow
38	400 Series/6yd Dump Truck	1992	\$36,182.00	Scrap	\$82,565.00	\$42,000.00	YES	Hydraulics Bad
40A	400 Series/6yd Dump Truck	1999	\$54,202.00	\$5,727.28			YES	Repairs to water pump, timing cover, oil pan
164	4000 /Series 6yd Dump Truck	1996	\$43,571.00	Scrap	\$82,565.00	\$42,000.00	YES	Firewall damage, becoming unsafe
165	4000 /Series 6yd Dump Truck	1996	\$43,571.00	Scrap	\$82,565.00	\$42,000.00	YES	Firewall damage, becoming unsafe
52	FORD TRACTOR WITH BROOM	1994	\$25,590.00	Scrap	\$34,042.04		YES	Cannot find replacment cab, safety system built into cab
	TOTAL			\$5,727.28	\$310,624.04	\$126,000.00	GRAND TOTAL	\$442,351.32
	Parts availability is scarce for the following: #52							



ATTACH D

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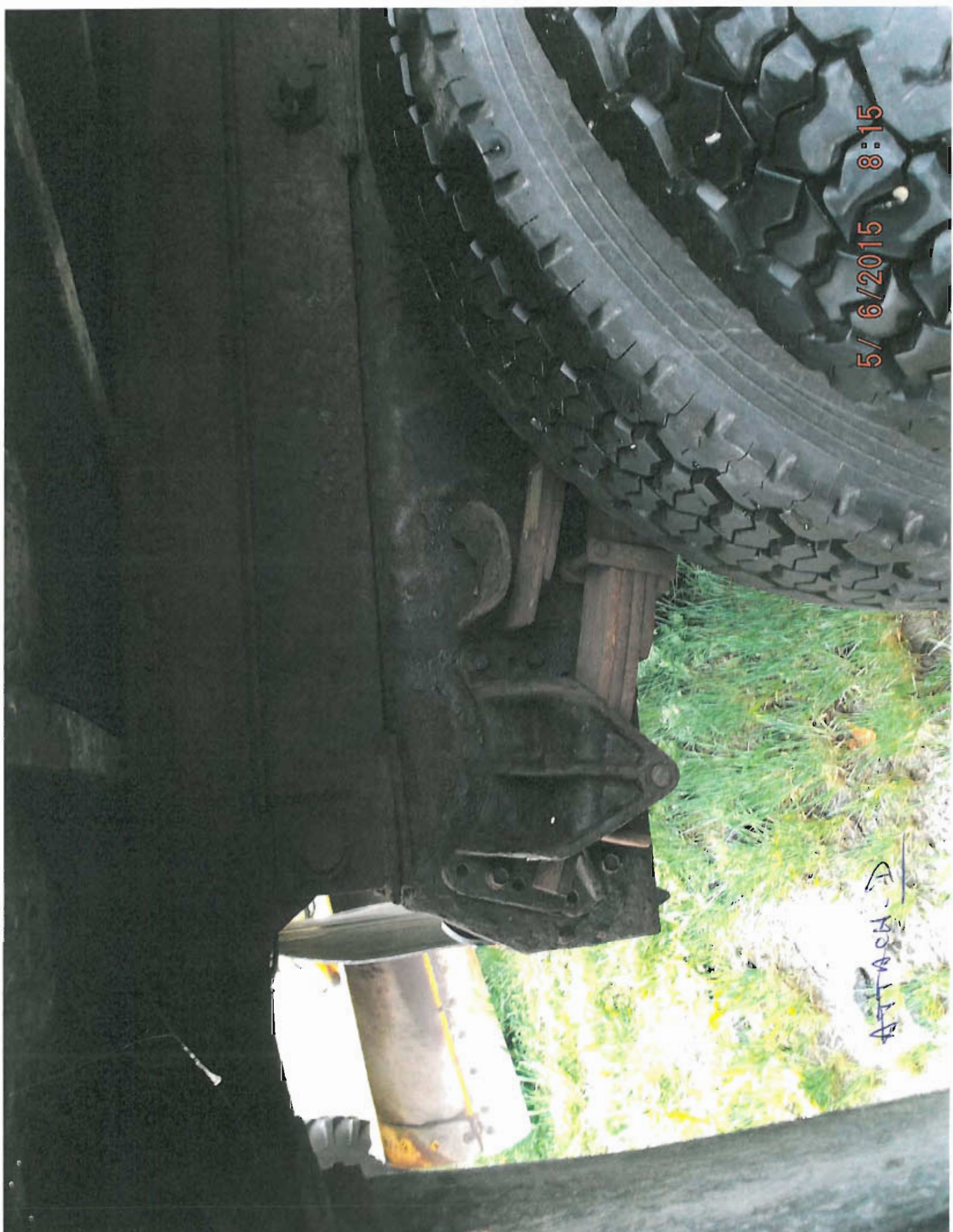


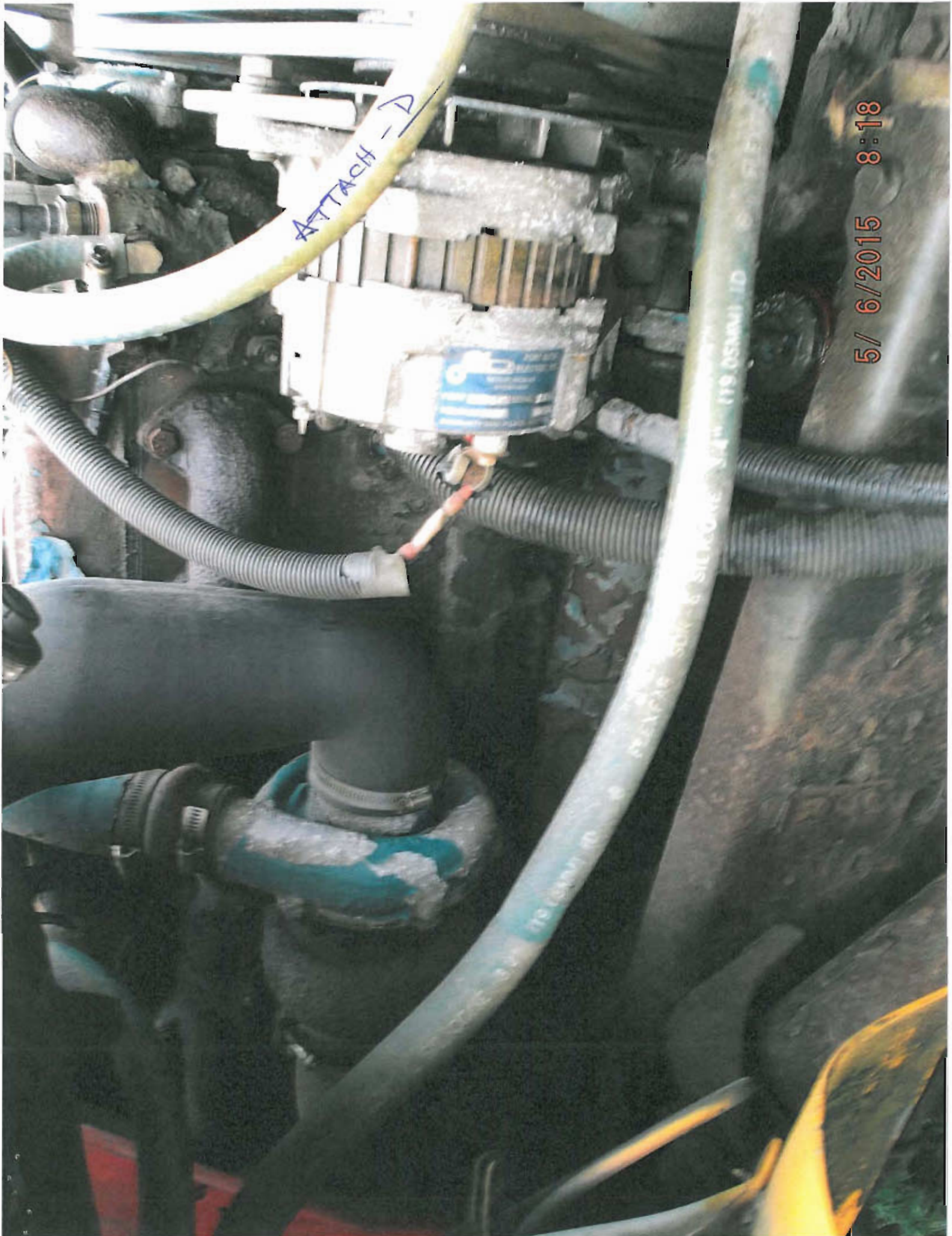
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Attach D

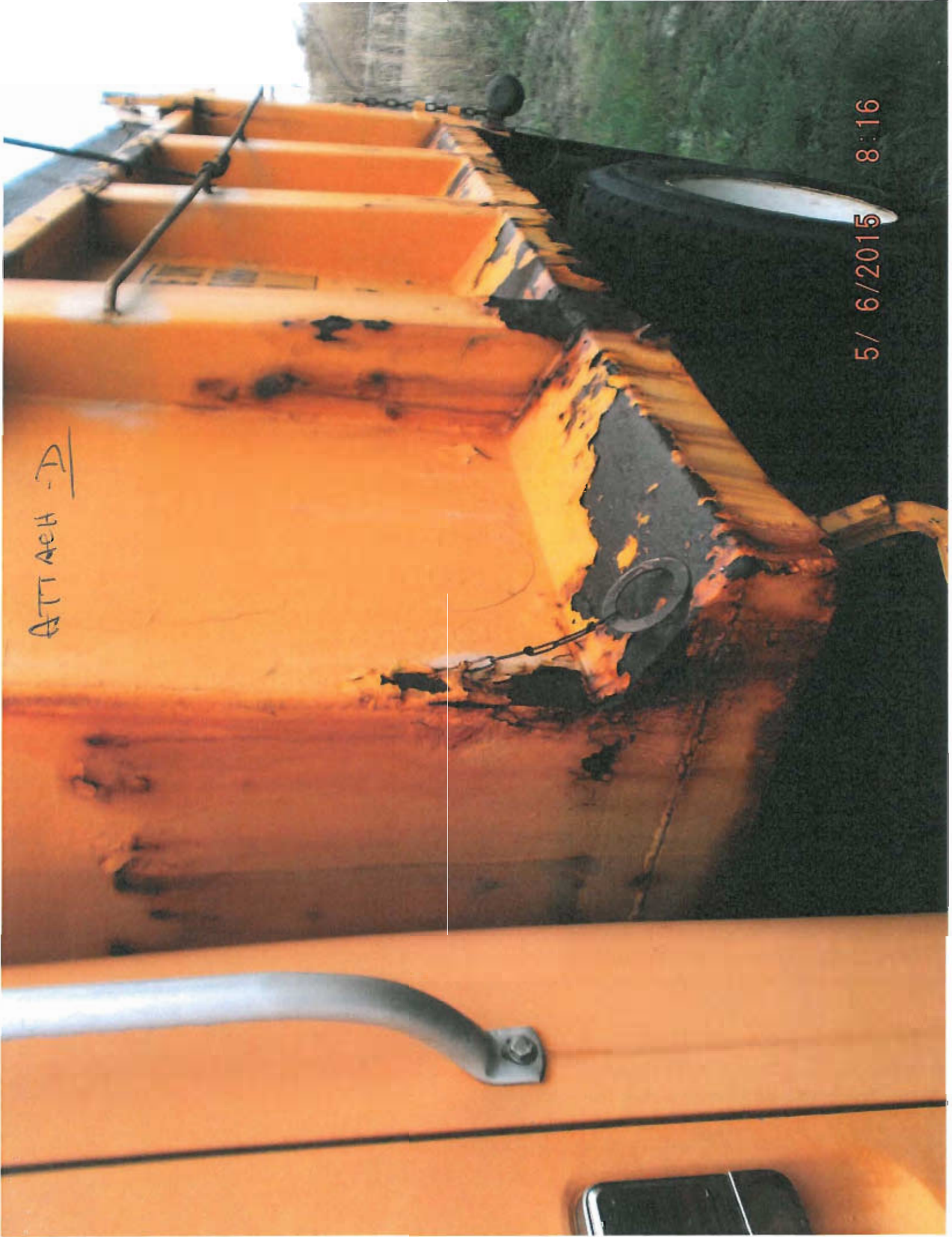
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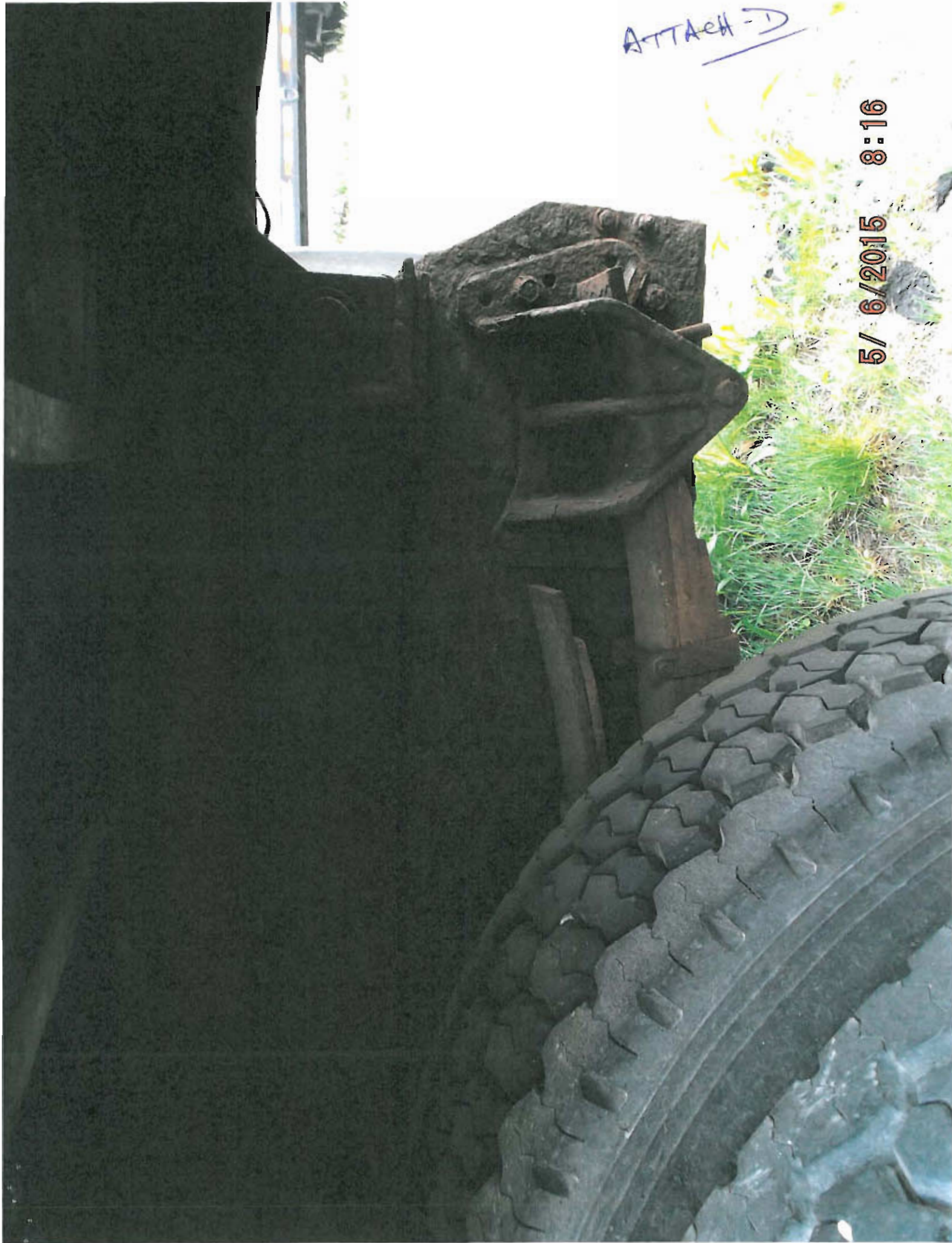
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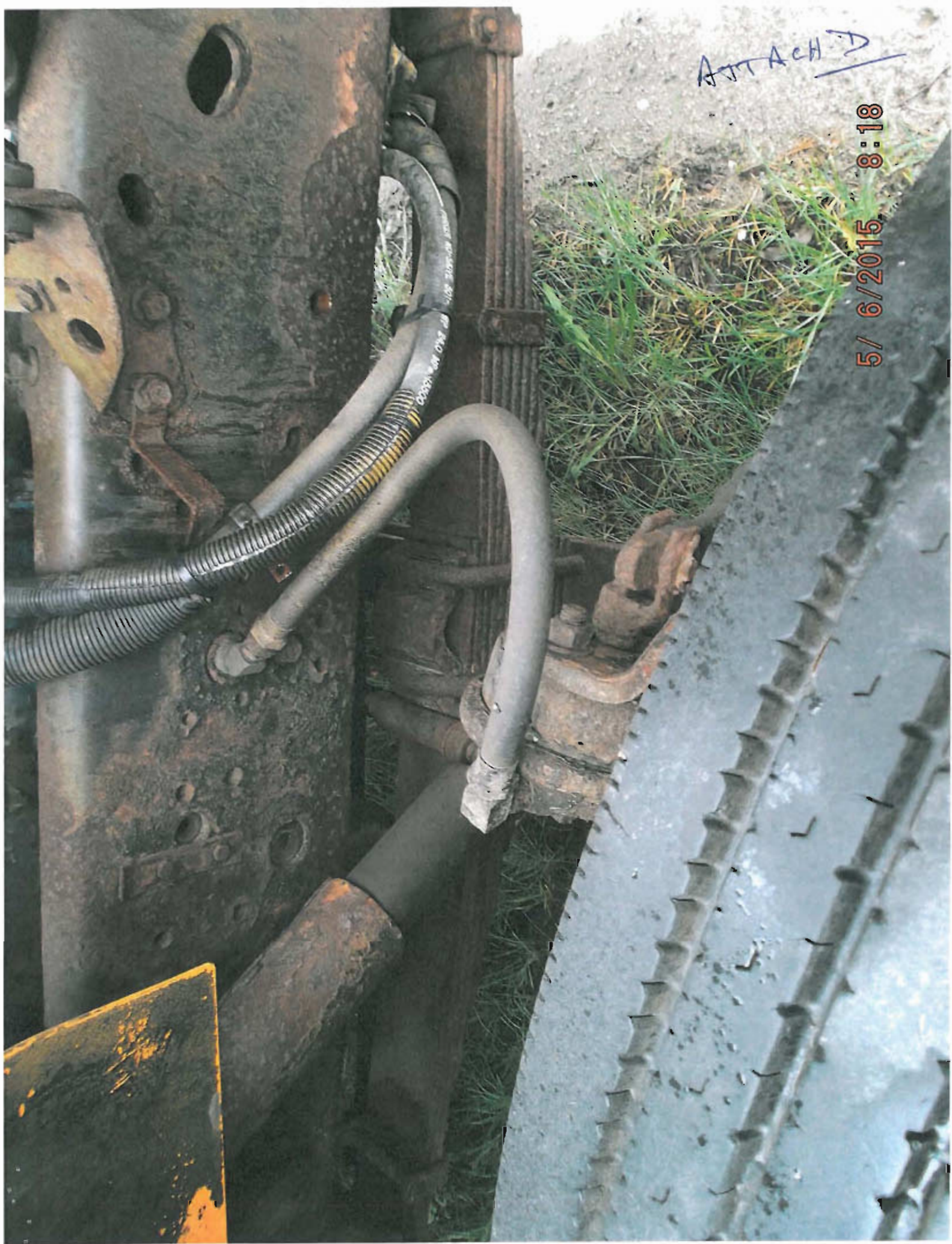
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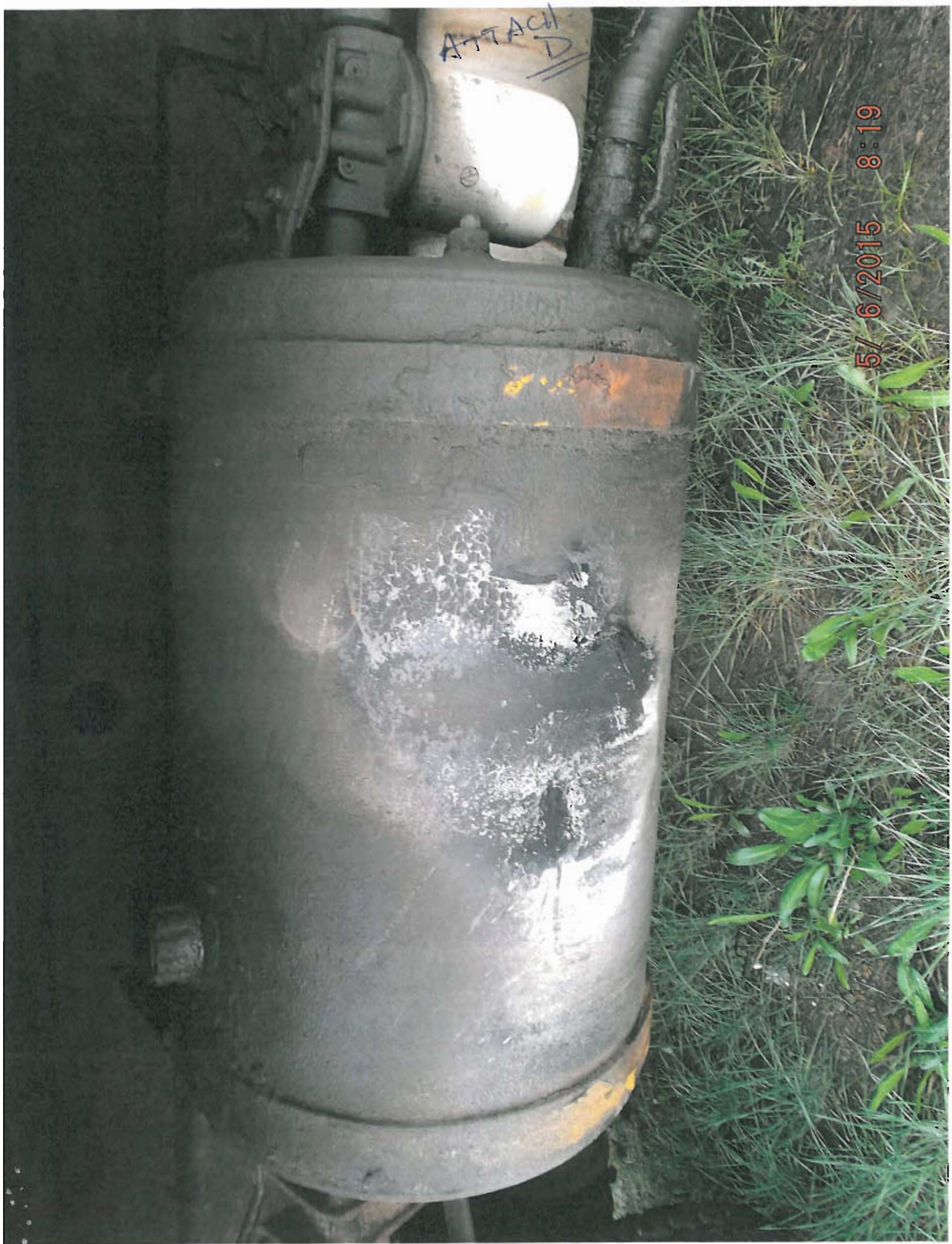
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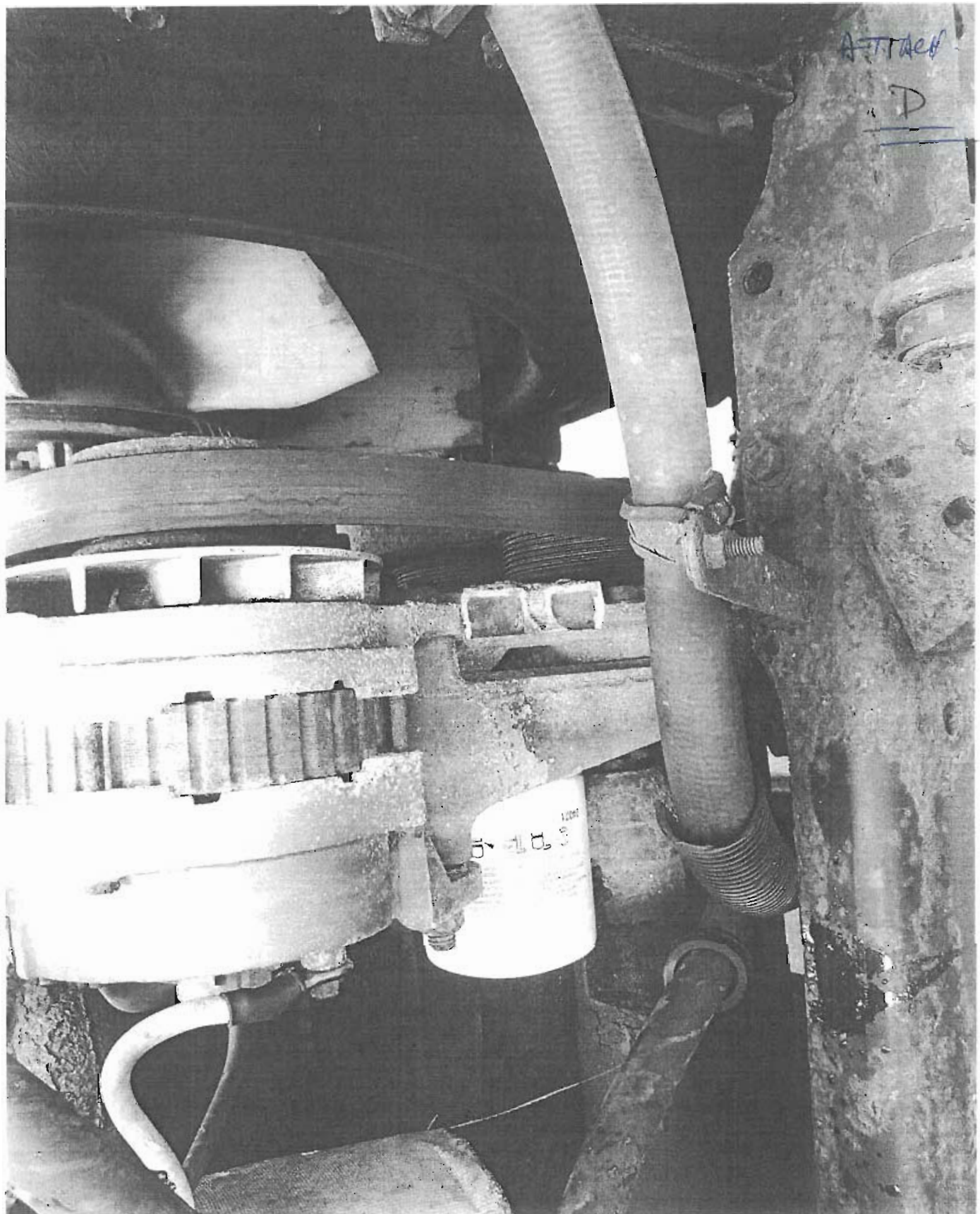


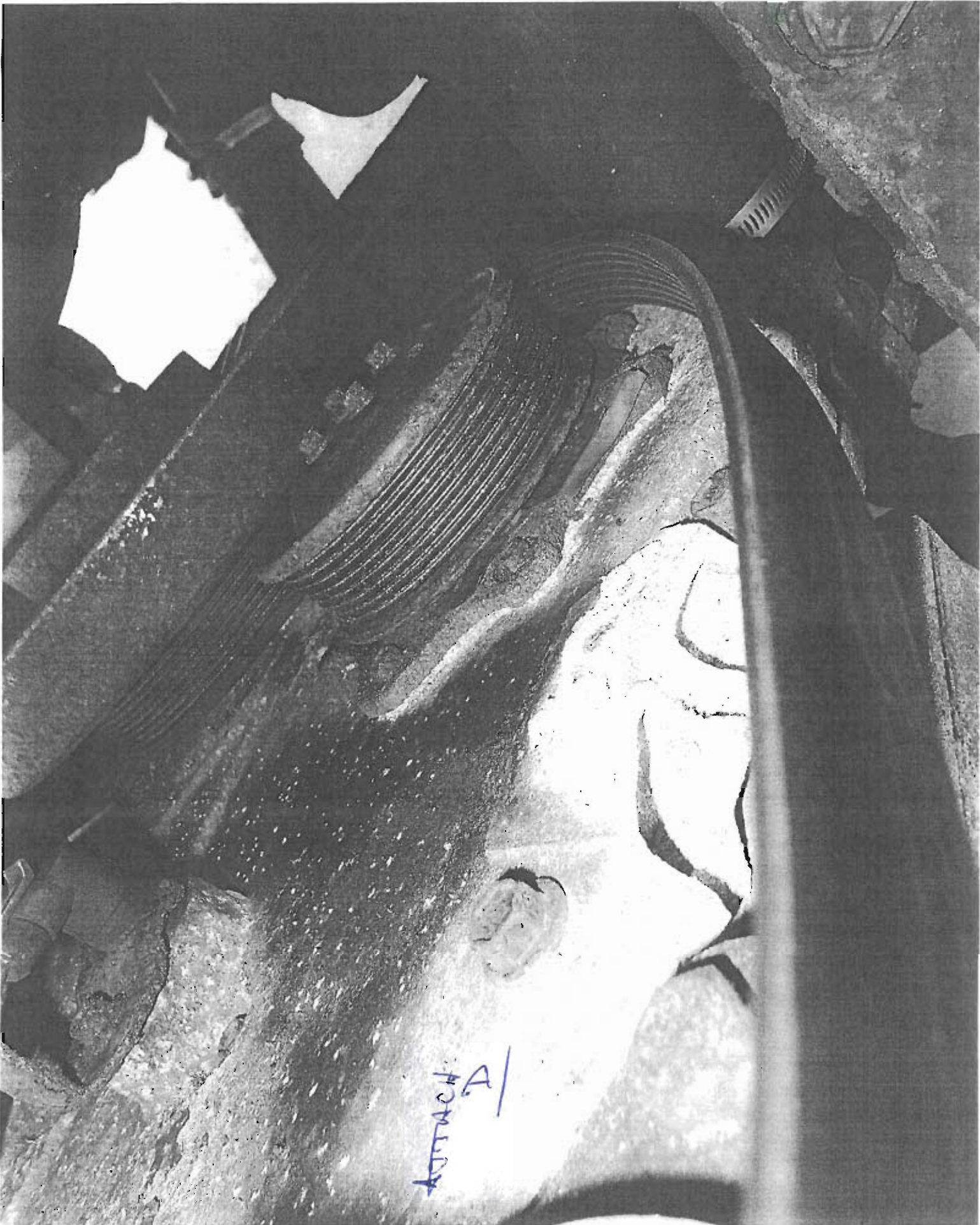
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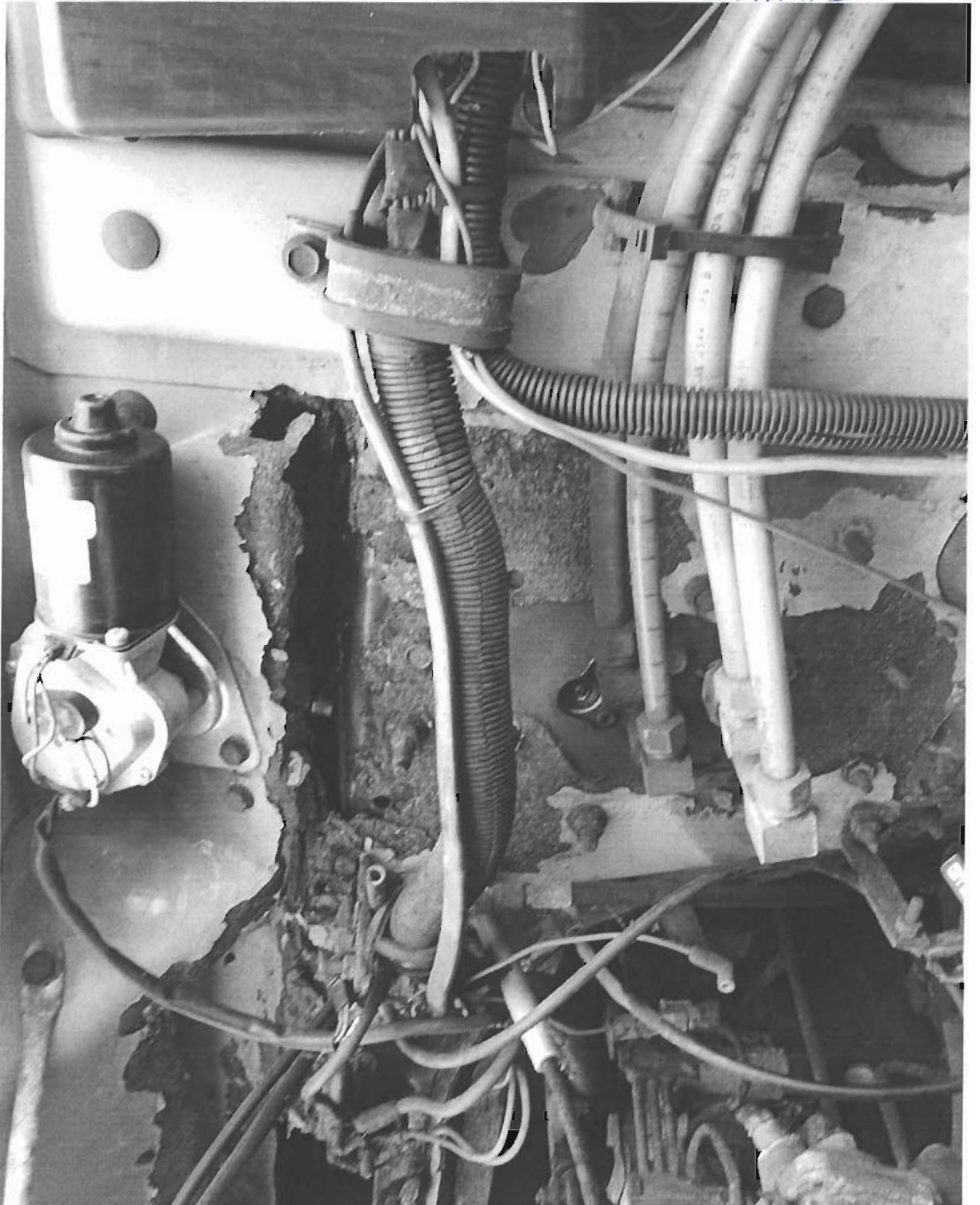
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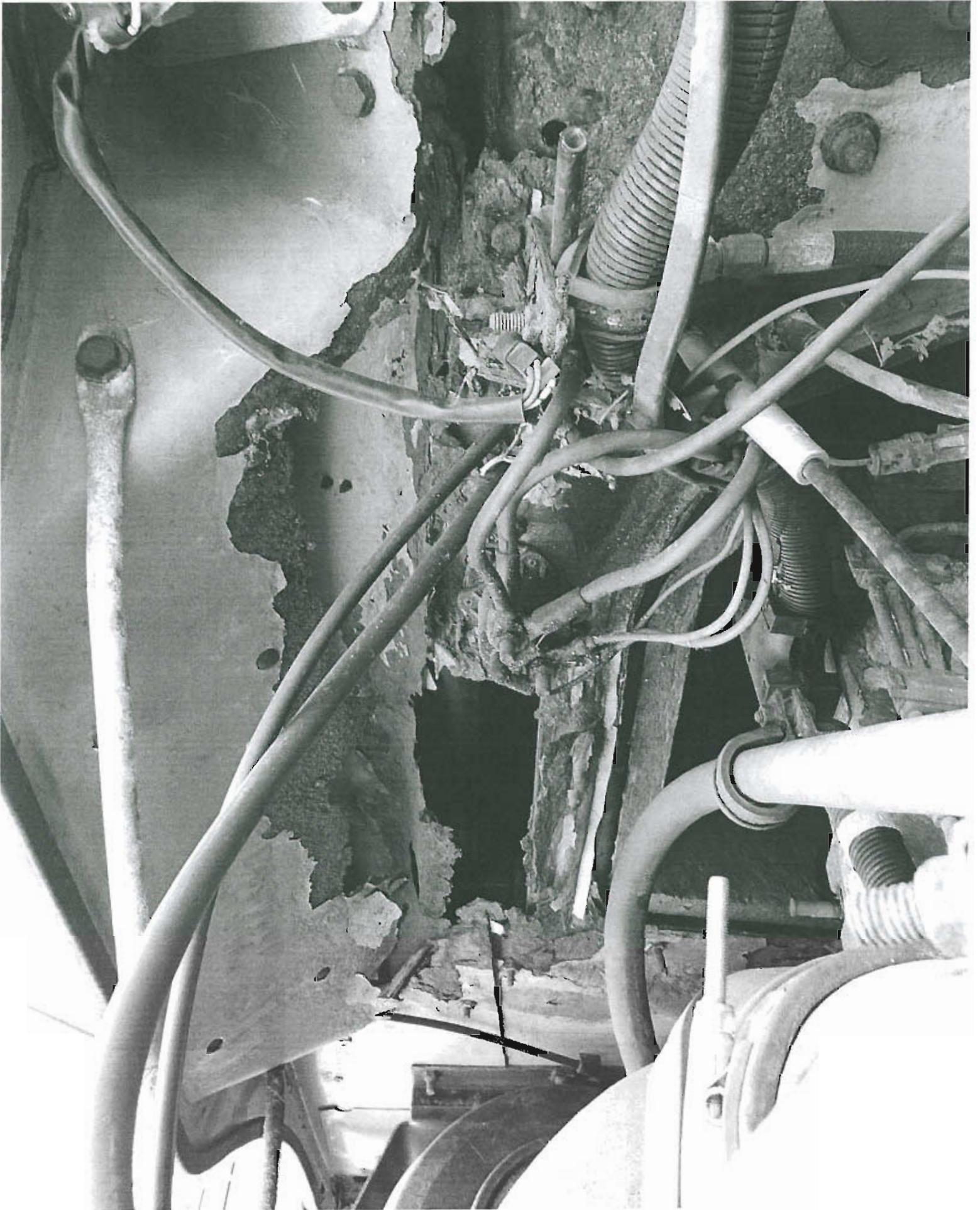
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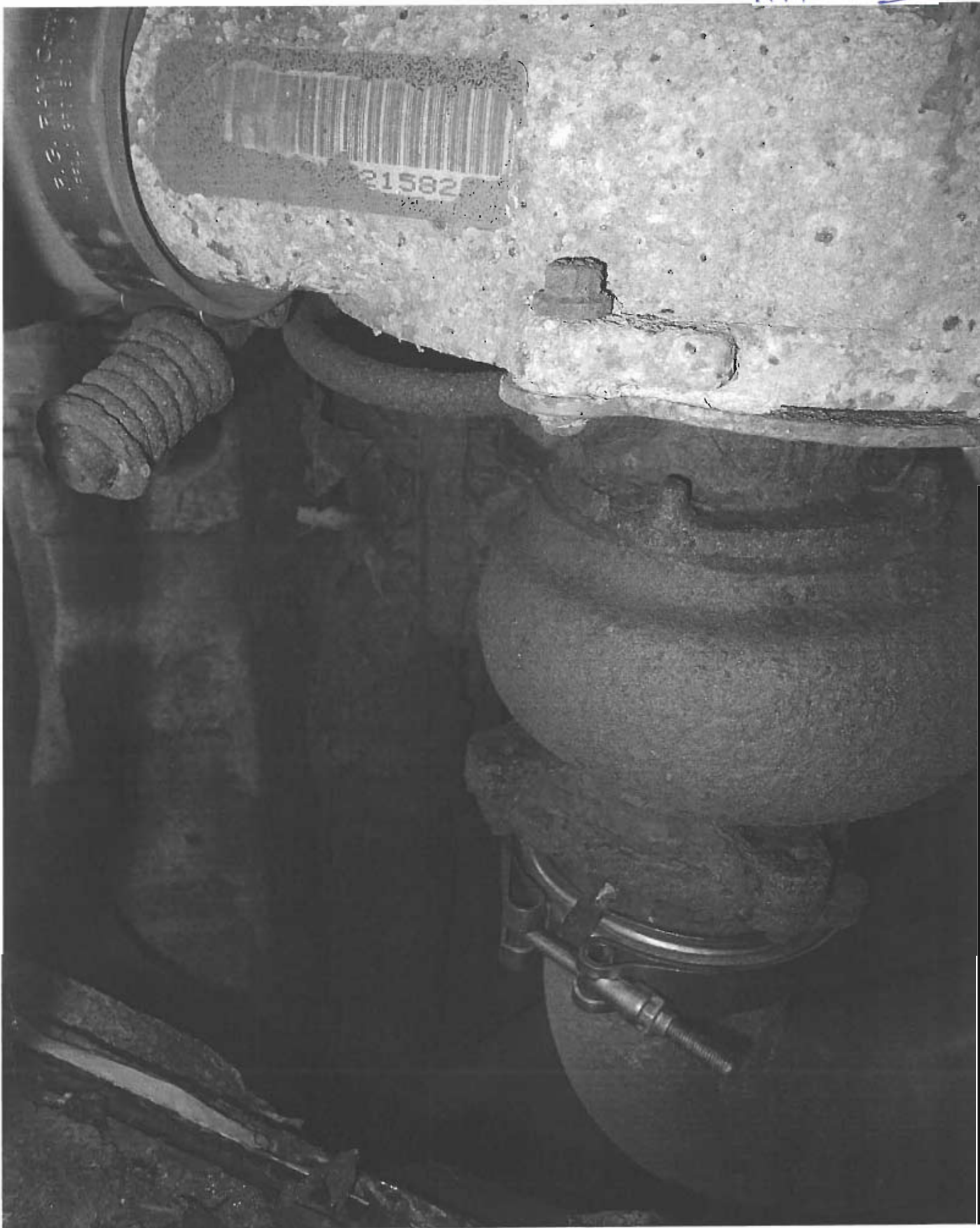
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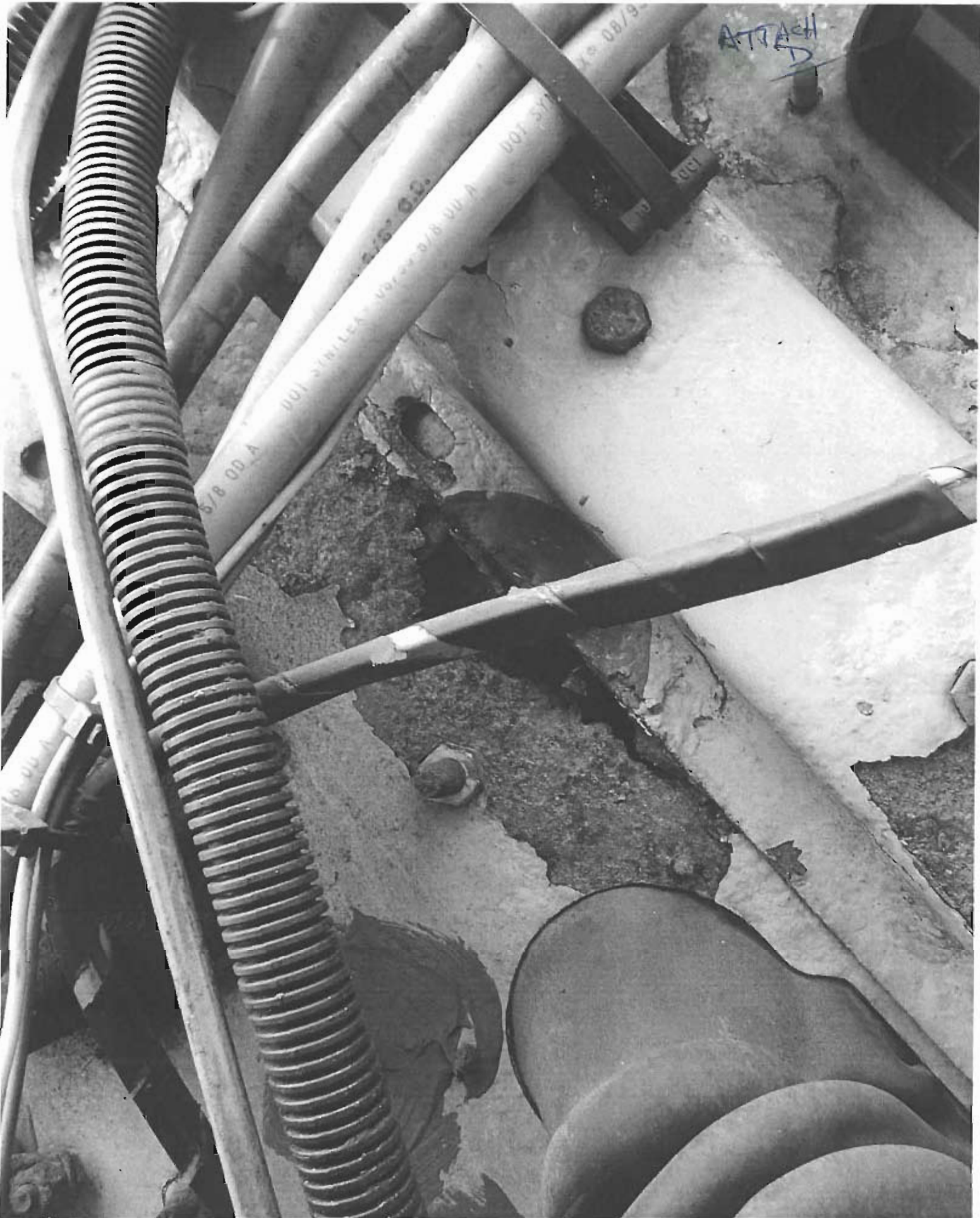




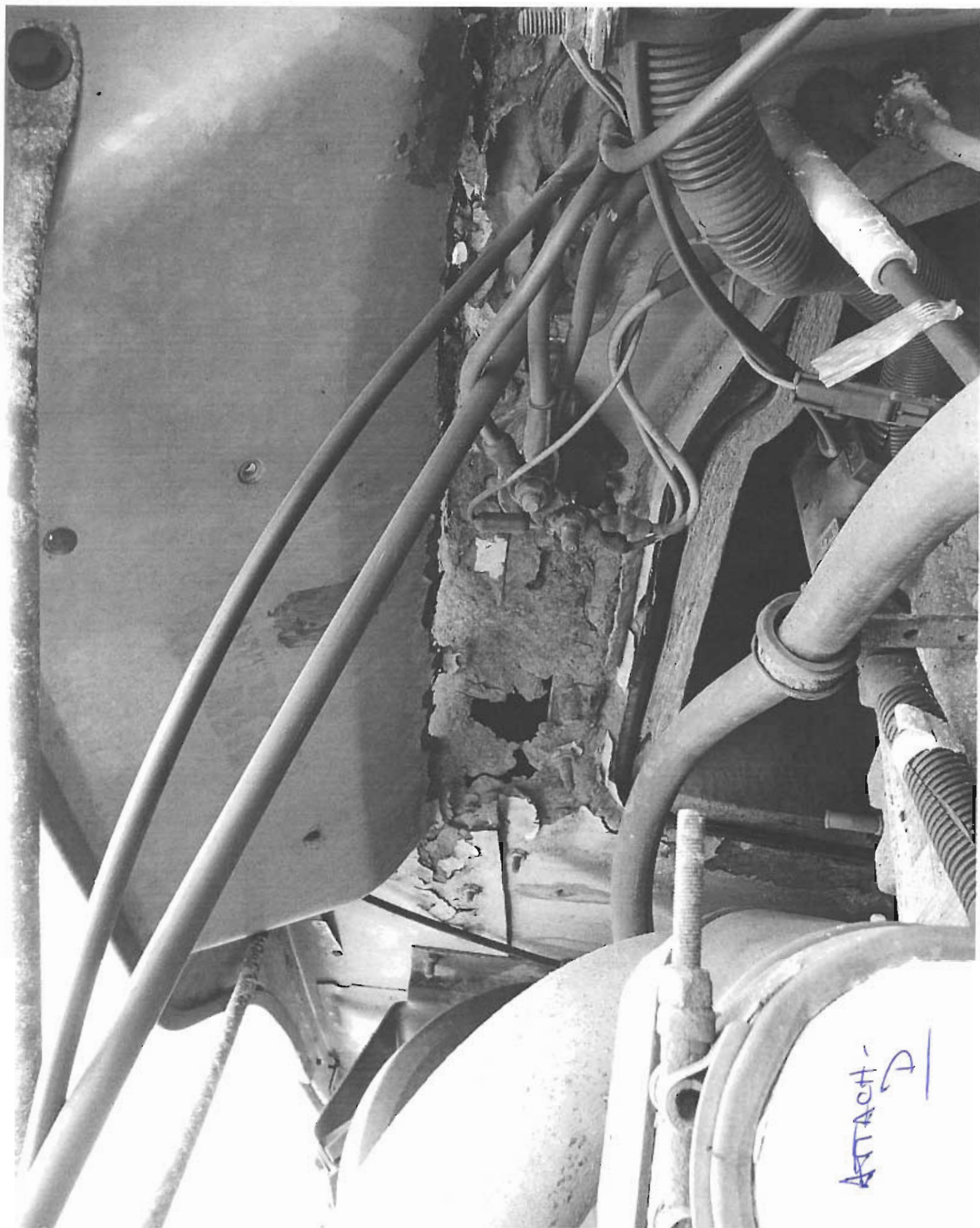
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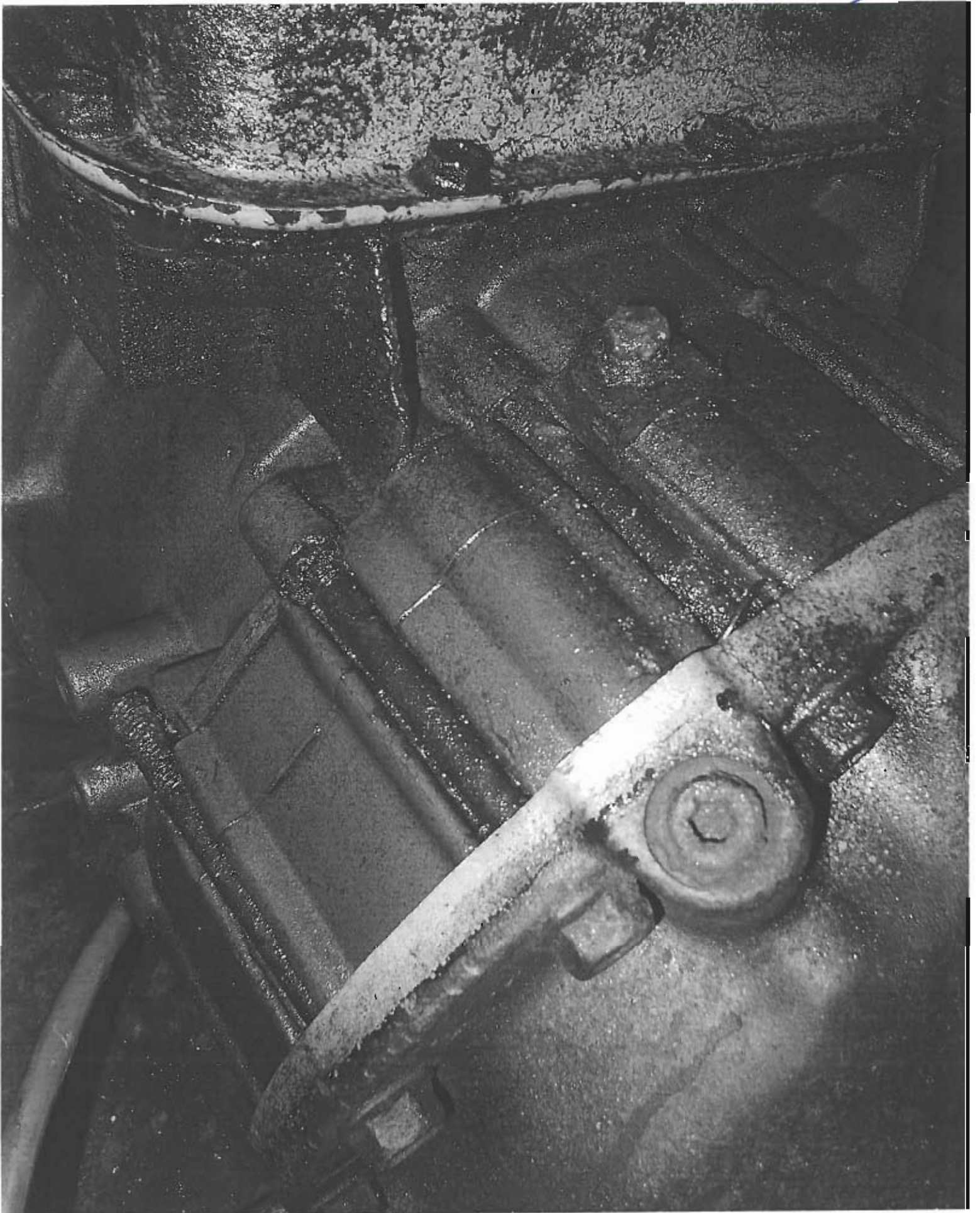


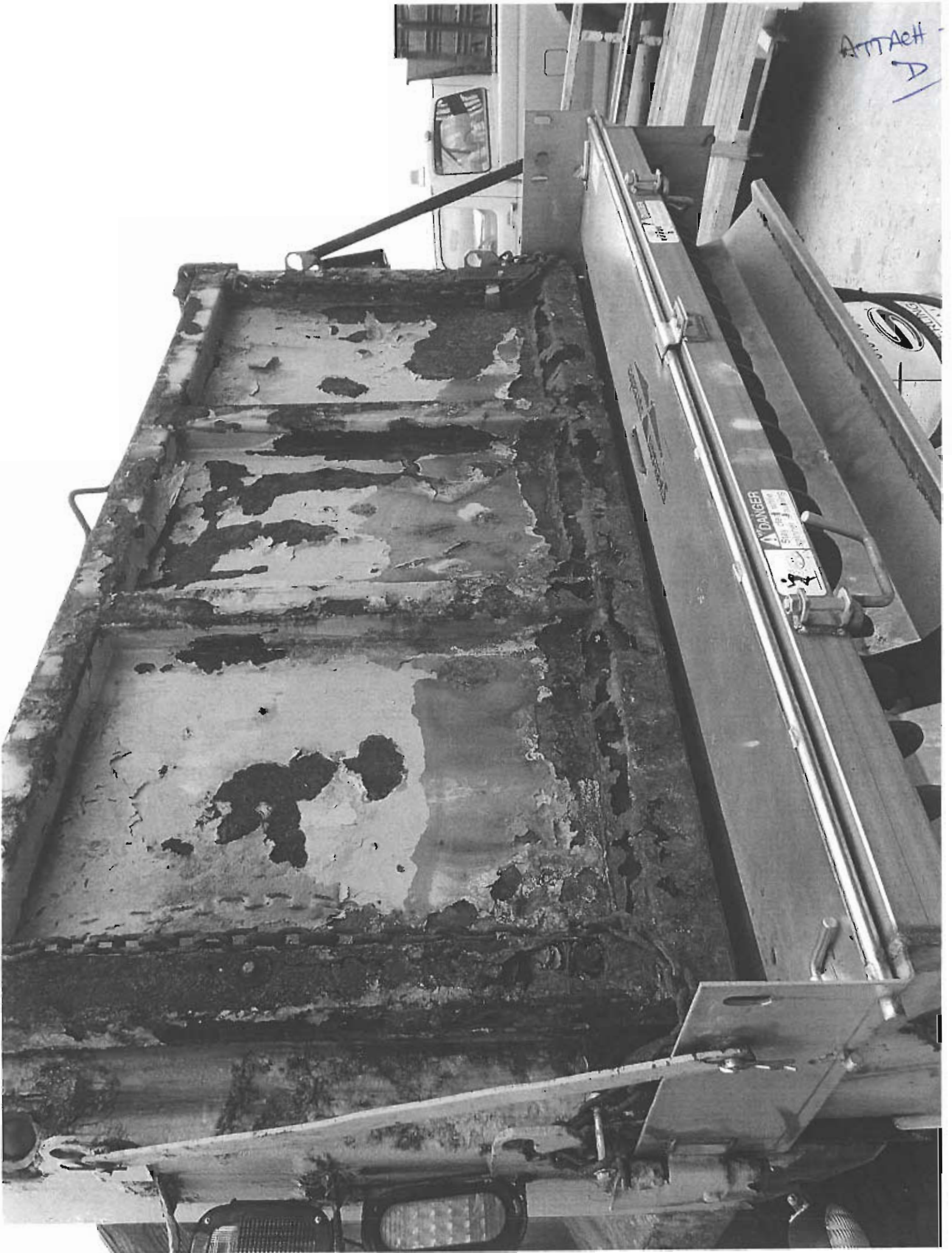


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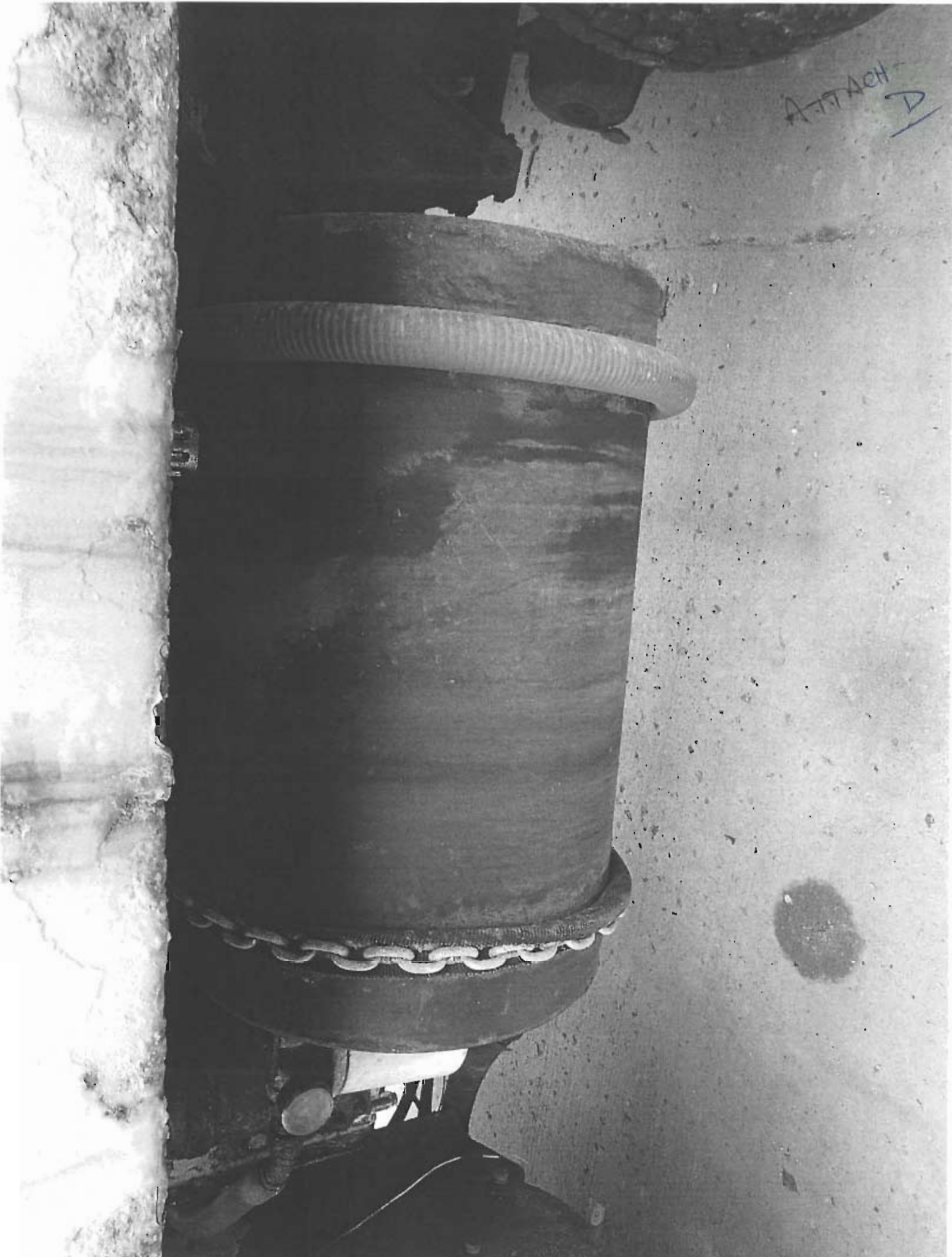


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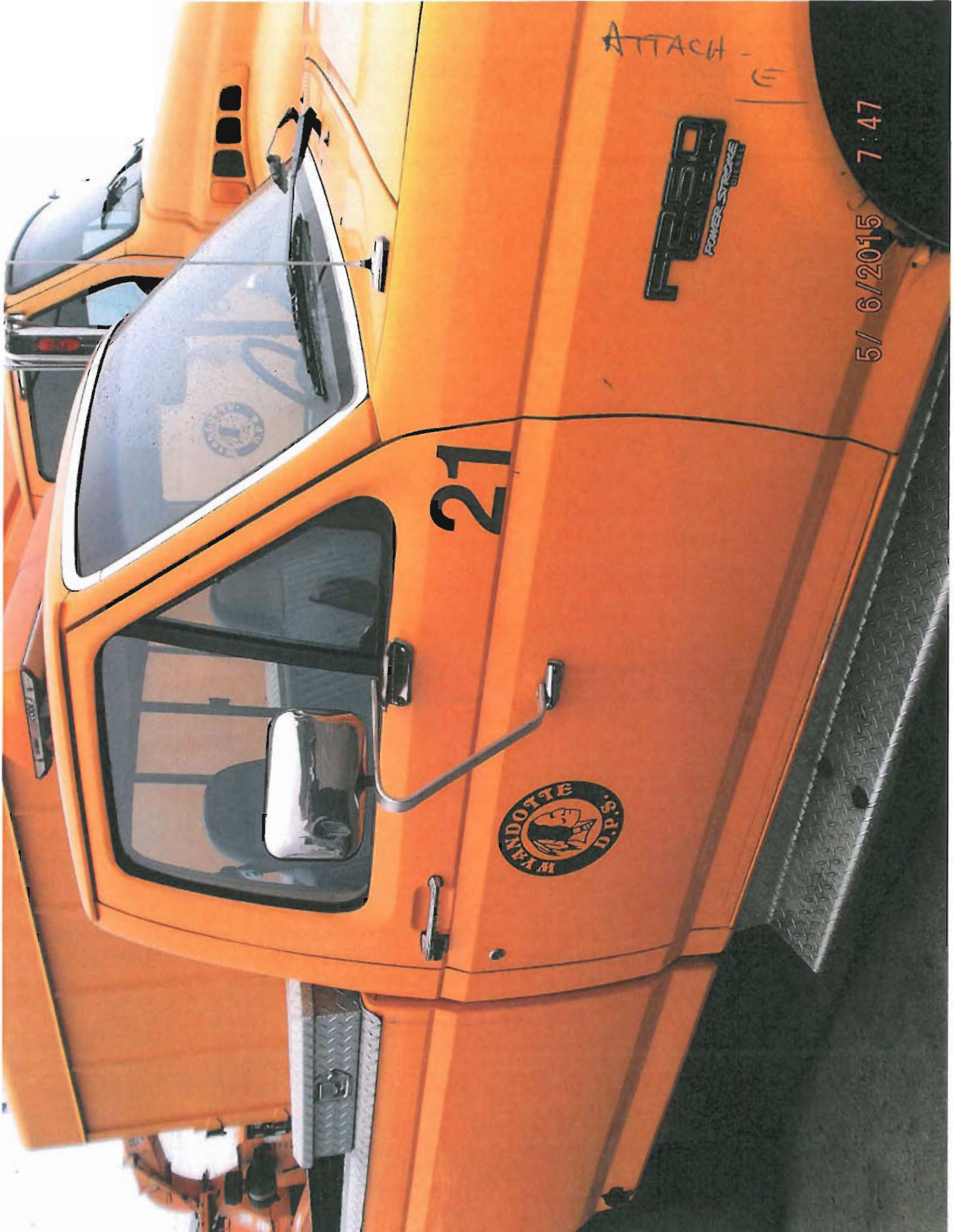
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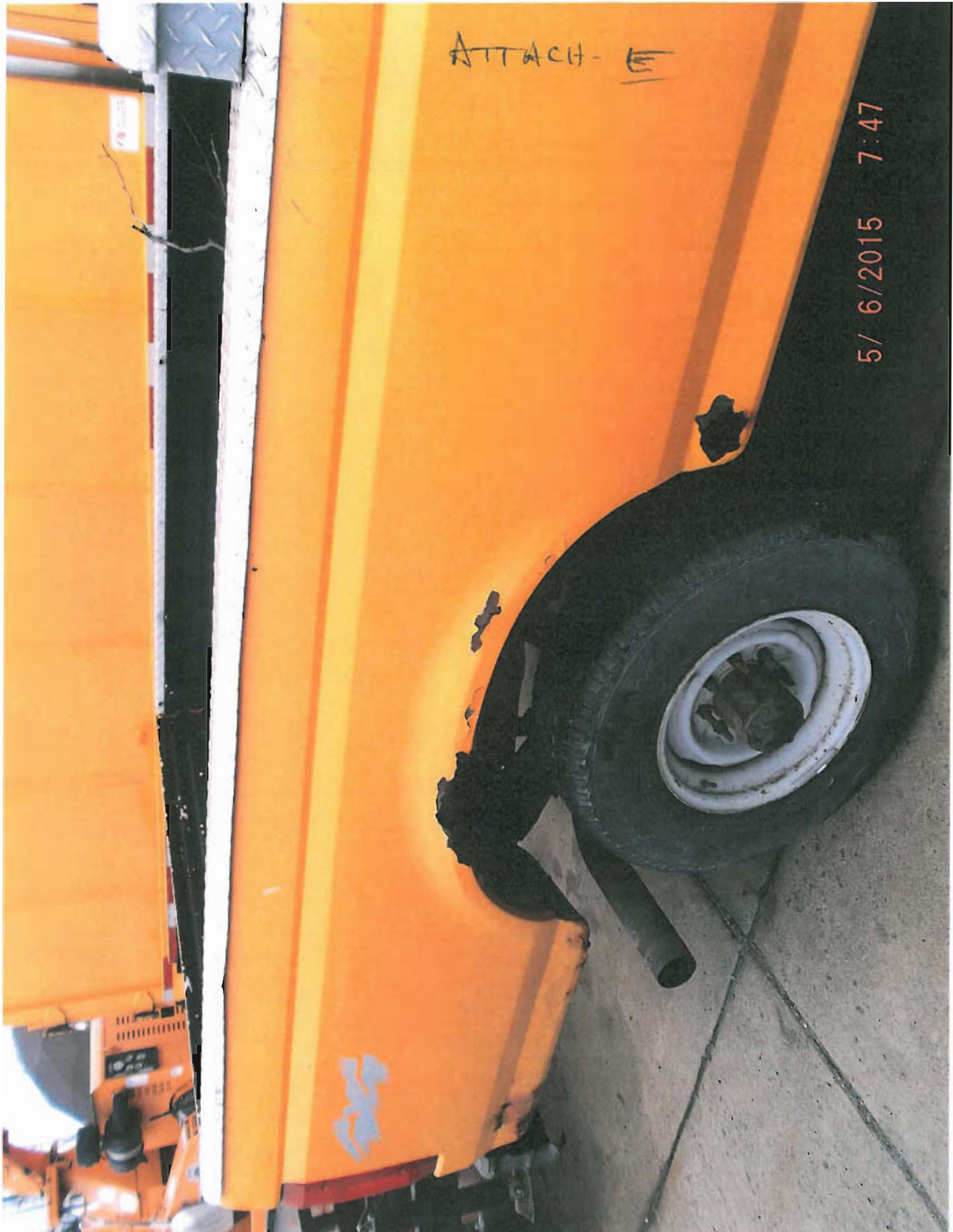
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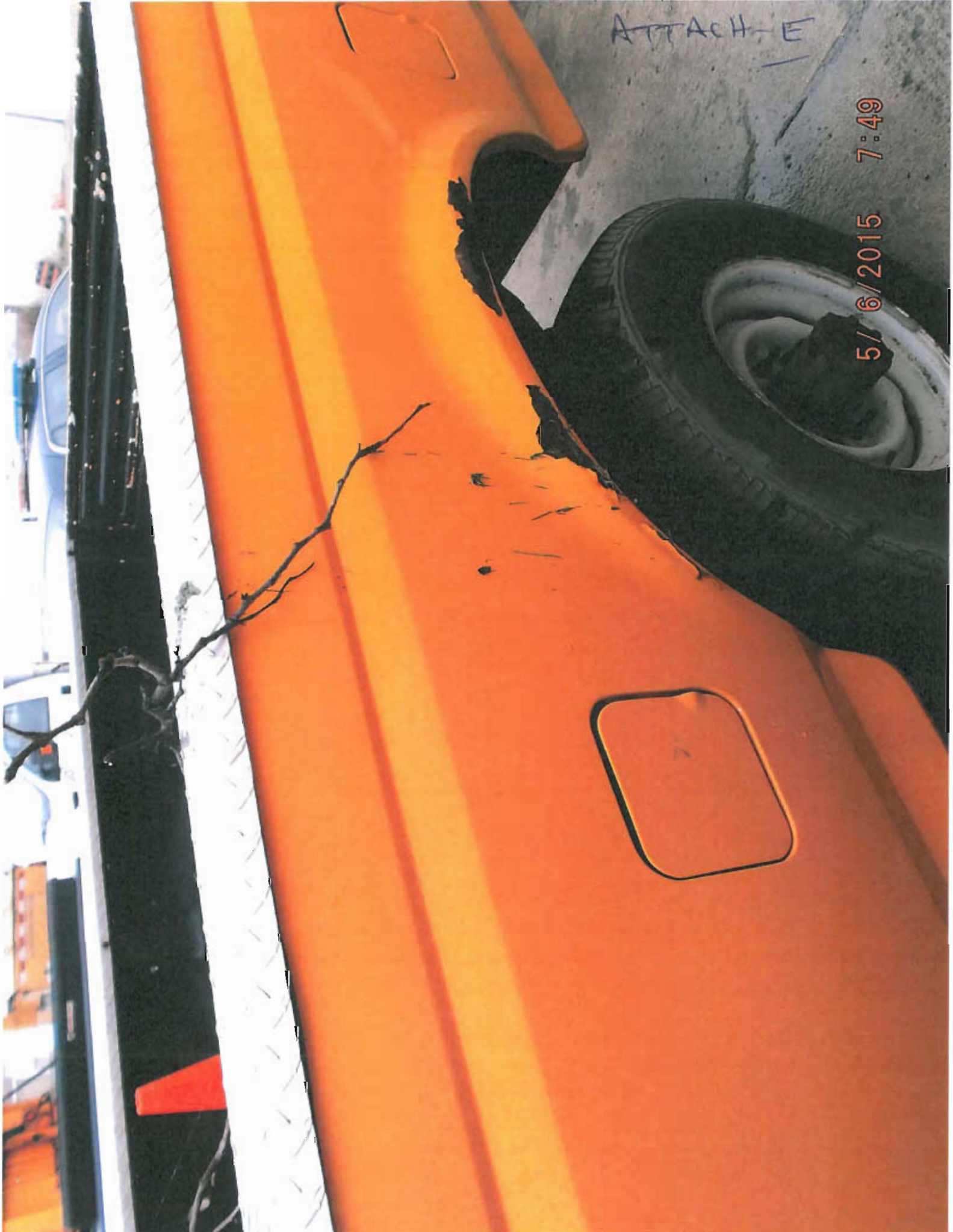
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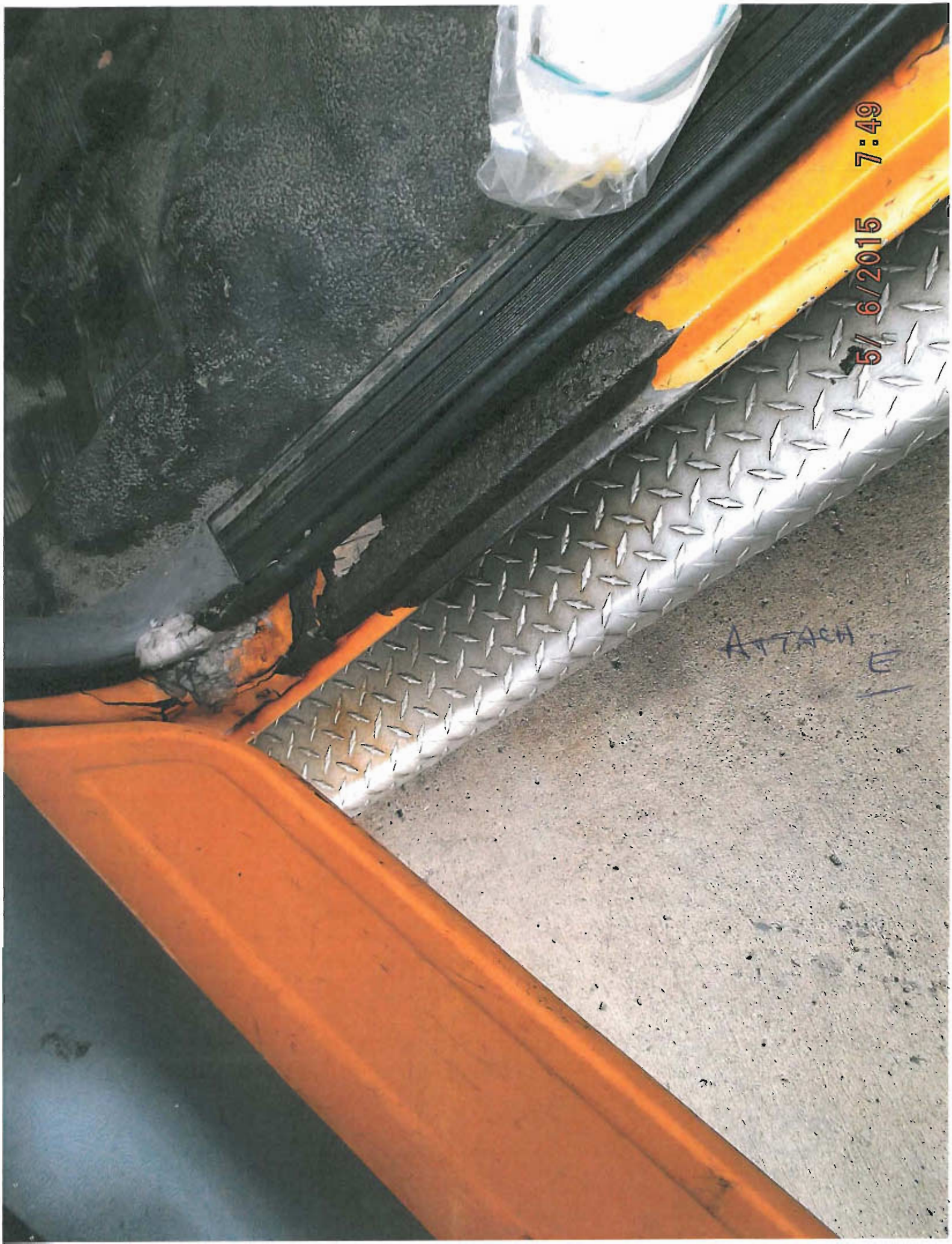
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