



AGENDA

REGULAR SESSION

MONDAY, NOVEMBER 21, 2016 7: 00 PM

PRESIDING: THE HONORABLE MAYOR JOSEPH R. PETERSON

CHAIRPERSON OF THE EVENING: THE HONORABLE DANIEL GALESKI

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MINUTES

UNFINISHED BUSINESS

1. IAFF Mutual Aid – City Administrator Response Extension Request

COMMUNICATIONS MISCELLANEOUS

2. David Adamczyk – Right of Way Modification, 23 Walnut
3. Second Chance Network – Intersection Drive Request
4. Karen Schaeffer – Defacement of Property
5. Tom Kaul – United State Postal Service Building Location

PERSONS IN THE AUDIENCE

NEW BUSINESS (ELECTED OFFICIALS)

COMMUNICATION FROM CITY AND OTHER OFFICIALS

6. Traffic Control Order 2016-09
7. Approval to Hire 3 Police Officers
8. WPD Purchase – Animal Control Pick-Up Truck
9. WFD Purchase – Firefighting Turnout Gear
10. Central Fire Station Restoration Project Financing
11. Special Assessment Charges – DPS Services
12. Downriver Utility Wastewater Authority Service Agreement
13. Publicly Funded Health Insurance Contribution Act Compliance
14. Elected Officials Compensation Ordinances
15. Special Supplemental Retirement Benefit (13th Check)
16. Proposed Ordinance Amendments – Enforcement of School Rules
17. WBA/DDA Contract and Service Agreement
18. Special Events:
 - a. Welcome to Wyandotte Today: Magazine Contract
 - b. Special Event Application – Rockin' New Year's Eve Event
19. Adopt-A-Lot Program – Former 453 Elm
20. Toter Purchase
21. Purchase Agreement – 816-824 Cherry
22. NEZ Application – 816-824 Cherry (822 Cherry)
23. Barricade Placement Proposal – 413 St. John's, 5th Street Alley Entrance
24. Acceptance of Bid – U.S. Lawns, Snow Removal & Salt Application

25. USPS Local Post Office Building

- a. Engineering RFCA – Special Assessment, Maple Street between Biddle Ave. & alley west of Van Alstyne
- b. Mr. Joe Daly – Maple Street Reconstruction
- c. Mr. Greg Shelton, USPS – Maple Street Traffic Flow Modifications
- d. Mayor Joseph Peterson Response & Introduction of USPS Representative Letter

26. Sale of Vacant Property – S. of Ford Ave./E. of 2nd St., MJC Templin

27. Zoning Ordinance Amendment – Signs

REPORTS & MINUTES

City Council	October 24, 2016
Beautification Commission	October 12, 2016 & November 9, 2016
Daily Cash Receipts	October 26, October 27, & November 3, 2016
Design Review Committee	November 15, 2016
Fire Commission	October 11, 2016 & October 25, 2016
Municipal Services Commission	November 17, 2016
Police Commission	October 11, October 25, & November 15, 2016
Recreation Commission	October 11, 2016
Retirement Commission	November 17, 2016
Zoning Board of Appeals & Adjustment	November 2, 2016

BILLS & ACCOUNTS

CITIZENS PARTICIPATION

RECESS & RECONVENE

HEARING

- Objections to Alley Vacation – Area of 7th & Hillsdale

FIRST READING OF AN ORDINANCE

- #1436: Section 25-76.3 “Prohibited Conduct”
- #1437: Section 25-10.1 “Mandatory School Attendance and Educational Neglect”
- #1438: Section 25-10.4 “School Residency Fraud”

RESOLUTIONS

ADJOURNMENT

RESOLUTION

DATE: November 21, 2016

RESOLUTION by Councilperson _____

BE IT RESOLVED that Council grants the extension request of the City Administrator regarding the response to the IAFF Mutual Aid & Level of Service letter submitted at the City Council meeting on 10/24/16.

BE IT FURTHER RESOLVED that the report back will be extended until 12/5/2016.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

From: [David Adamczyk](#)
To: blekity@wyan.org
Subject: 23 Walnut
Date: Wednesday, November 02, 2016 7:14:56 PM
Attachments: [Scan0049.pdf](#)

My name is David Adamczyk. I live at 3301 Biddle Condo 7B Wyandotte, Mich. 49192. Cell phone 734-231-3391. I am purchasing a home at 23 Walnut. I am buying it on a contingency that the city allows me to hire Hurst Marine to build a hydraulic boat hoist with a boat canopy. I want the canopy (see Picture) to keep the sun and snow off a pontoon boat that I intend to have in the boat well year round. The home sits on the 1st two lots behind Henry Ford Wyandotte Hospital.

I am aware that the area where the dock is presently is actually a street owned by the city. My request is that I be allowed to have the boat hoist installed in the area where the boat well is presently. If for any reason the city needs to have the right of way I will sign an agreement that the boat hoist that is in the city's right of way will immediately be removed by me at my cost. In addition I recommend that the city attorney write the agreement in the city's favor so that if the city needed the right of way it could be removed without problems. Please see pictures attached of the boat dock that has been there since 2002. Also a drawing prepared by Hurst Marine of the proposed boat lift as well as a picture of the canopy I would like to have over the boat.

Thank You for your time
Dave Adamczyk

Grantor	Grantee	Sale Price	Sale Date	Inst. Type	Terms of Sale	Liber & Page	Verified By	Prcnt. Trans.
HERRICK, ROBERT	PODSIAD, JORDAN	188,000	10/11/2013	WD	16-CONVENTIONAL SALE	2013448979	OTHER/L-4260	100.0
REEDY, WENDY	HERRICK, ROBERT	220,000	12/08/2000	WD	16-CONVENTIONAL SALE	201044173	DEED	100.0

Property Address	Class: RESIDENTIAL	Zoning:	Building Permit(s)	Date	Number	Status
23 WALNUT	School: 57-WYANDOTTE					
Owner's Name/Address	P.R.E. 0%					
PODSIAD, JORDAN 1620 21ST WYANDOTTE MI 48192	MAP #:					
	2017 Est TCV Tentative(Value Override)					

Tax Description	Public Improvements	Land Value Estimates for Land Table 00010.RESIDENTIAL							Value
		Description	Frontage	Depth	Front	Depth	Rate	%Adj. Reason	
00003 LOTS 1 AND 2 RIVER PARK SUB T3S R11E, L26 P73 WCR	Dirt Road Gravel Road Paved Road Storm Sewer Sidewalk Water Sewer Electric Gas Curb Street Lights Standard Utilities Underground Utils.	Flat Value:	40.00	50.00	1.0000	1.0000	0	100	99,800
Comments/Influences		40 Actual Front Feet, 0.05 Total Acres	Total Est. Land Value =						99,800

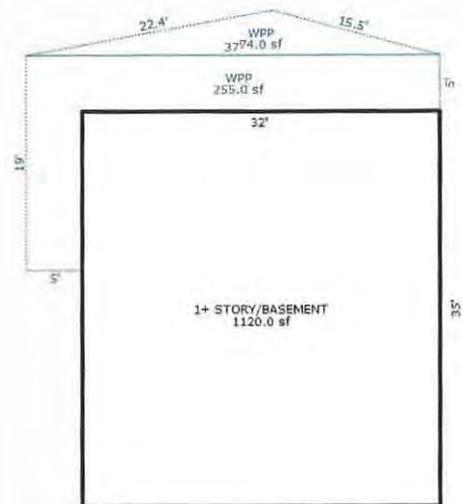


Who	When	What	Year	Land Value	Building Value	Assessed Value	Board of Review	Tribunal/Other	Taxable Value
			2017	Tentative	Tentative	Tentative			Tentative
			2016	49,900	77,800	127,700	95,500M		95,500C
			2015	118,600	0	118,600			112,268C
			2014	110,500	0	110,500			110,500S

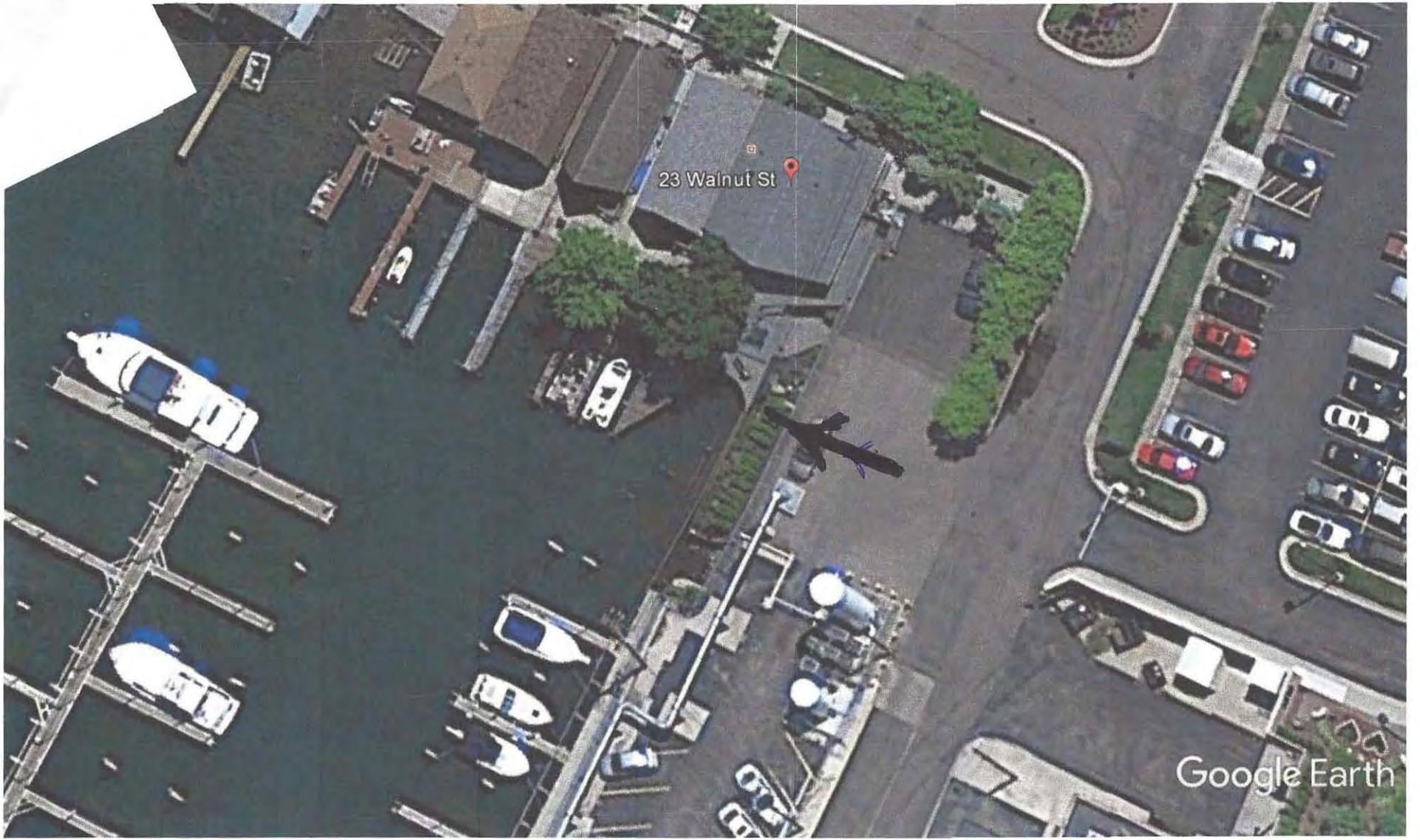
The Equalizer. Copyright (c) 1999 - 2009.
Licensed To: City of Wyandotte, County of Wayne, Michigan

*** Information herein deemed reliable but not guaranteed***

Building Type		(3) Roof (cont.)		(11) Heating/Cooling			(15) Built-ins		(15) Fireplaces		(16) Porches/Decks		(17) Garage	
X	Single Family Mobile Home Town Home Duplex A-Frame		Eavestrough Insulation 0 Front Overhang 0 Other Overhang	Gas Wood	Oil Coal	Elec. Steam	Appliance Allow. Cook Top Dishwasher Garbage Disposal Bath Heater Vent Fan Hot Tub Unvented Hood Vented Hood Intercom Jacuzzi Tub Jacuzzi repl.Tub Oven Microwave Standard Range Self Clean Range Sauna Trash Compactor Central Vacuum Security System	Interior 1 Story Interior 2 Story 2nd/Same Stack Two Sided Exterior 1 Story Exterior 2 Story Prefab 1 Story Prefab 2 Story Heat Circulator Raised Hearth Wood Stove Direct-Vented Ga	Area 255 WPP 74 WPP	Type WPP WPP	Year Built: Car Capacity: Class: Exterior: Brick Ven.: Stone Ven.: Common Wall: Foundation: Finished ?: Auto. Doors: Mech. Doors: Area: % Good: Storage Area: No Conc. Floor:			
X	Wood Frame		Drywall Paneled	Plaster Wood T&G	Forced Air w/o Ducts Forced Air w/ Ducts Forced Hot Water Electric Baseboard Elec. Ceil. Radiant Radiant (in-floor) Electric Wall Heat Space Heater Wall/Floor Furnace X Forced Heat & Cool Heat Pump No Heating/Cooling			Class: C -10 Effec. Age: 45 Floor Area: 1120 Total Base Cost: 77,745 Total Base New : 122,059 Total Depr Cost: 67,133 Estimated T.C.V: 67,133	CntyMult X 1.570 E.C.F. X 1.000	Bsmnt Garage: Carport Area: Roof:				
Building Style: 1.00 STORY		Trim & Decoration		Central Air Wood Furnace			(12) Electric							
Yr Built 1972	Remodeled 0	Ex	Ord	Min	0 Amps Service			No./Qual. of Fixtures						
Condition for Age: Average		Lg	Ord	Small	No. of Elec. Outlets			Many		Ave.		Few		
Room List		(5) Floors		(13) Plumbing			(14) Water/Sewer							
4	Basement 1st Floor 2nd Floor Bedrooms	Kitchen: Other: Other:		Average Fixture(s) 1 3 Fixture Bath 2 Fixture Bath Softener, Auto Softener, Manual Solar Water Heat No Plumbing Extra Toilet Extra Sink Separate Shower Ceramic Tile Floor Ceramic Tile Wains Ceramic Tub Alcove Vent Fan			1 Public Water 1 Public Sewer Water Well 1000 Gal Septic 2000 Gal Septic							
(1) Exterior		X Drywall		Conc. Block Poured Conc. Stone Treated Wood Concrete Floor			Lump Sum Items:							
Wood/Shingle Aluminum/Vinyl Brick				(9) Basement Finish										
Insulation				Recreation SF Living SF Walkout Doors No Floor SF										
(2) Windows		Many Avg. Few		Recreation SF Living SF Walkout Doors No Floor SF										
X	Large Avg. Small	X		Recreation SF Living SF Walkout Doors No Floor SF										
Wood Sash Metal Sash Vinyl Sash Double Hung Horiz. Slide Casement Double Glass Patio Doors Storms & Screens				Recreation SF Living SF Walkout Doors No Floor SF										
(3) Roof		Gable Hip Flat		Recreation SF Living SF Walkout Doors No Floor SF										
X	Gambrel Mansard Shed			Recreation SF Living SF Walkout Doors No Floor SF										
Asphalt Shingle				Recreation SF Living SF Walkout Doors No Floor SF										
Chimney:				Recreation SF Living SF Walkout Doors No Floor SF										



Sketch by Apex Sketch



23 Walnut St

Google Earth

Google Earth



2016



EXISTING
DOCK
IN 2007

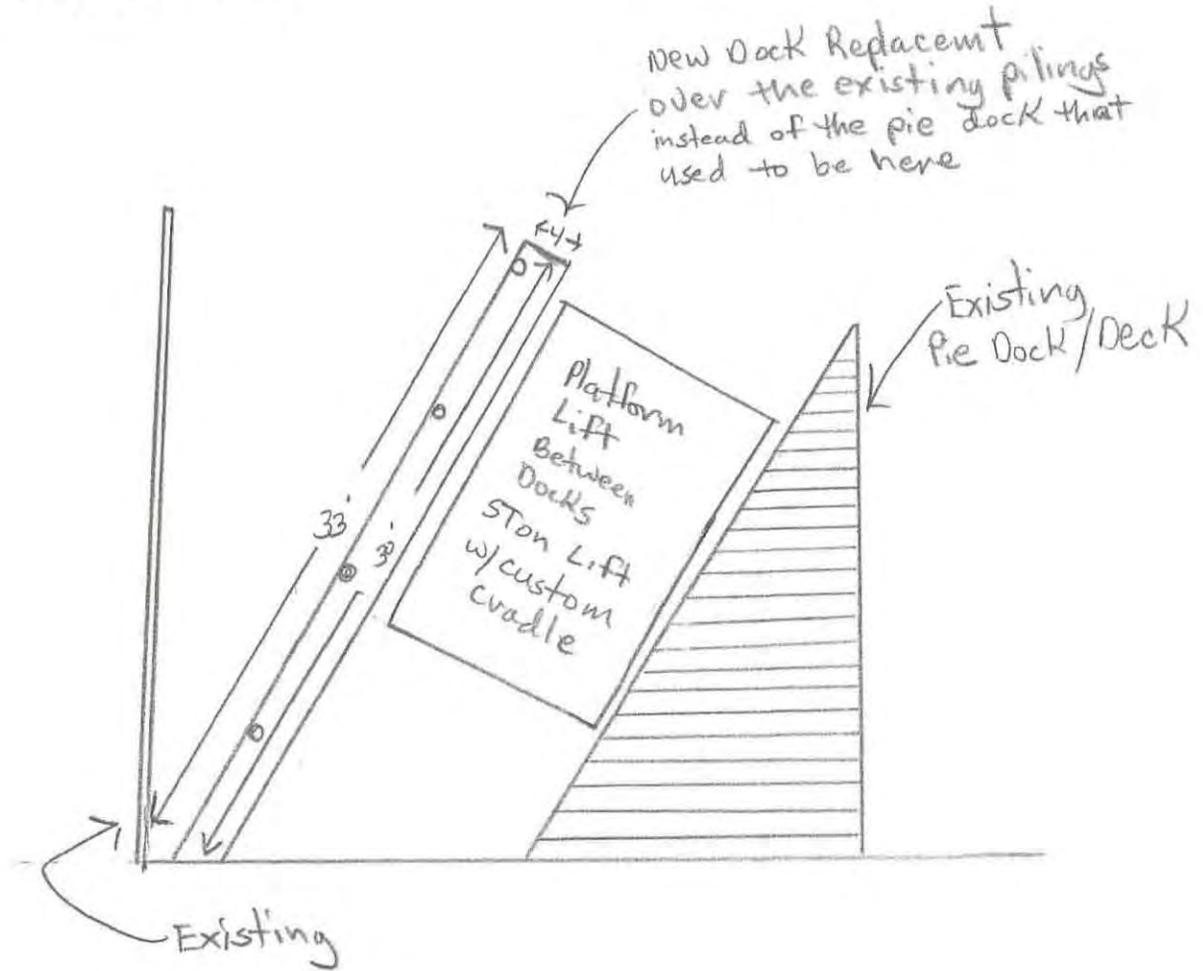
Google Earth





Dave Adamczyk
23 Walnut
Wyandotte, MI 48192

Dock Replacement & Hoist Installation





23 Walnut
Final Reading
#1428

AN ORDINANCE ENTITLED

AN ORDINANCE TO AMEND THE CITY OF WYANDOTTE ZONING
ORDINANCE TO REZONE THE PROPERTIES KNOWN AS
21, 21 1/2 AND 23 WALNUT STREET FROM RECREATIONAL UNIT DISTRICT
(RU) TO ONE FAMILY RESIDENTIAL DISTRICT (RA)

THE CITY OF WYANDOTTE ORDAINS:

Section 1. Rezoning of Property:

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

Lots 1 through 4, River Park Subdivision

Known as: 21, 21 ½ and 23 Walnut Street, Wyandotte, Michigan

be and is hereby rezoned from Recreational Unit District (RU) to One Family Residential District (RA)

Section 2. Amendment of Zoning Map.

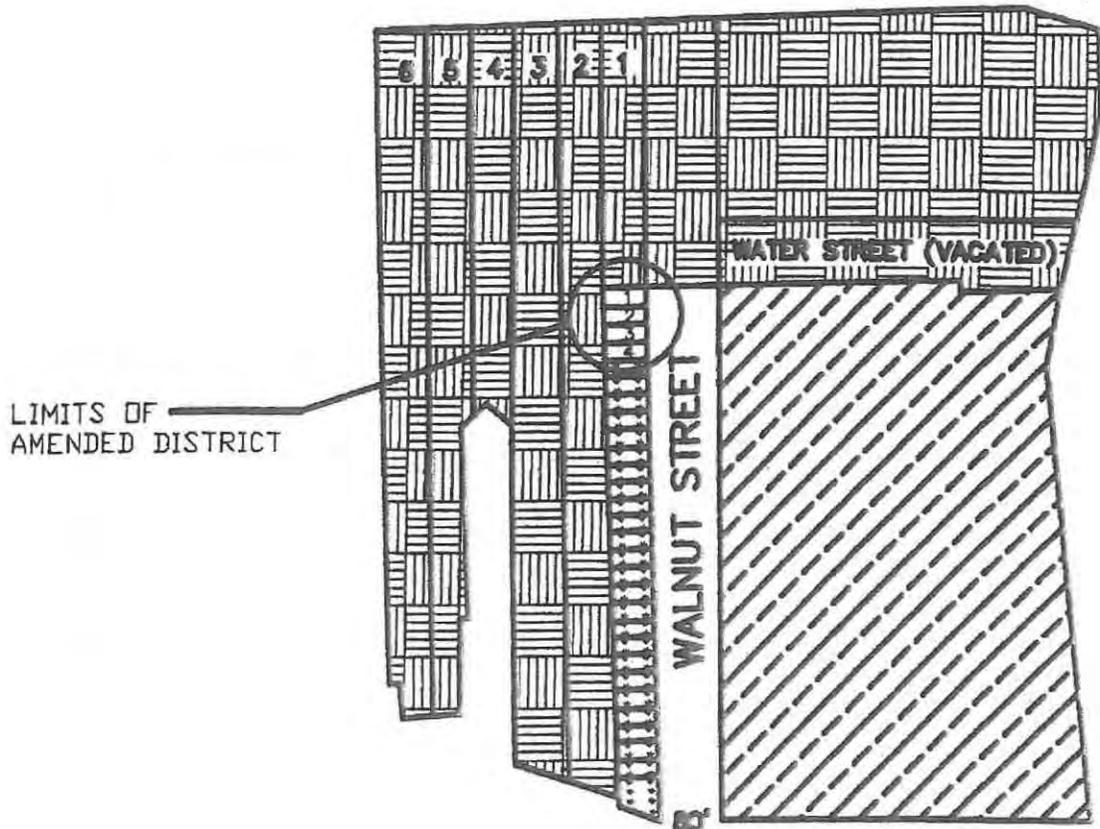
The zoning Map of the City of Wyandotte be and is hereby amended in accordance with the provisions of this Ordinance as set forth in Zoning Map. No. 287

Section 3. Severability.

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

Section 4. Effective Date.

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



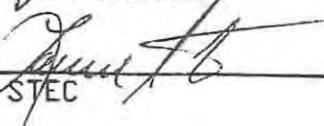
-  RA ONE FAMILY RESIDENTIAL DISTRICT
-  RU RECREATION UNIT DISTRICT
-  RM-3 MULTIPLE FAMILY RESIDENTIAL DISTRICT
-  PD PLAN DEVELOPMENT DISTRICT

 NORTH
 NOT TO SCALE

CITY OF WYANDOTTE, MICHIGAN
 AMENDED ZONING MAP NO. 287

ORDINANCE NO.
 DATED

MAYOR: 
 JOSEPH R. PETERSON

CLERK: 
 LARRY STEC

From: [Jami Meddaugh](#)
To: [Beth Lekity; clerk@wyan.org](mailto:clerk@wyan.org)
Subject: Second Chance Network legal documents
Date: Thursday, November 03, 2016 12:38:18 PM
Attachments: [EIN Information.pdf](#)
[Screenshot_20161103-122912.png](#)
[Screenshot_20161103-123720.png](#)

Mayor/City Council,

The Second Chance Network was able to help hundreds of people in need, over the last 3

years. The funds collected were disbursed to provide: Shelter, food, clothing, jobs and

transportation. Due to Wyandotte and other cities allowing us to solicit in their intersections, these funds were raised.

We are asking for your support again this year, to continue helping people in need get off of

the streets, receive jobs and become self-sufficient.

We will hand out cards with our

contact information asking if anyone knows someone who may need our services in your city.

All participants will be provided with extensive intersection safety training (this is our #1 priority) and wear a reflective vest. Participants will go into the road on red lights only, to not impede / interrupt the flow of traffic. In addition, they will be video monitored in real time throughout the day to ensure safety precautions are being adhered to and surpassed.

The dates that the Second Chance Network would like to hold intersection drives in your city are:

Wednesday, December 21st – Saturday, December 24th (weather permitting). The hours of operation are:

7:30 A.M. - 7:00 P.M..

The requested intersections are:

Fort & Ford Biddle & Ford

Fort & Eureka Biddle & Eureka

Goddard & Fort Biddle & Oak

Fort & Oak

Some of the above intersections may not be utilized. It will depend on traffic & volunteers.

(Wyandotte borders only)

Attached is all legal documentation verifying our non-profit status.

I would like to thank you in advance for respecting our 1st Amendment Rights. If there are any questions/concerns, please feel free to call or e-mail.

Jami Meddaugh

President

Second Chance Network

Secondchanceurgent@yahoo.com

586 306 0250

MetroP



14%

12:29 PM



00000001-DL...



STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

REGISTRATION #:
50807



EXPIRATION DATE:
7/31/2017

BILL SCHUETTE
ATTORNEY GENERAL

Second Chance Network
15212 Common Road
Roseville, MI 48066

This is your current

CHARITABLE SOLICITATION REGISTRATION

Second Chance Network

- **The renewal form for this registration is due 30 days prior to above expiration date.** The Renewal Solicitation Form is available on the Attorney General Charitable Trust's website www.mi.gov/charity.
- **Extension** of the registration may be requested if required information will not be available prior to the renewal due date. A written request must be received on or before the above expiration date. If granted, a new expiration date will appear on our searchable database at www.mi.gov/charity. Notification will **not** be sent.
- **Throughout the year**, notify us within 30 days of changes in the following:
 - Address, or your name and any other names used
 - Board of directors or resident agent
 - Any information that appears on your organization report on our searchable database at www.mi.gov/charitysearch.
 - Ceasing operations or merging with another organization
- Submit any **contracts** you enter into with professional fundraisers within 10 days of execution. Charities must verify the licensure of their professional fundraisers. Licensure can be verified at www.mi.gov/charitysearch.
- **The Attorney General Registration number listed above must be referenced on all documents.**

Charitable Trust Section
P.O. Box 30214
Lansing, MI 48909

Phone: 517-373-1152
Fax: 517-241-7074
Email: ct_email@mi.gov
Website: www.mi.gov/charity

MetroPCS



12%

12:37 PM

03-29-16...yandotte



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2016

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

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

PRODUCER HT Agency 1457 Reflections Drive Dublin, OH 43017	CONTACT NAME: Rick Olmstead PHONE (A/C, No, Ext): 586.465.3473 E-MAIL ADDRESS: olmstead.agency@gmail.com	FAX (A/C, No): 586.465.2254													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : NSI - Westbend Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : NSI - Westbend Mutual Insurance Company		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Second Chance Network, Inc 32184 Woodward Ave Royal Oak, MI 48073															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

SR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A01397400	03/17/2016	03/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

City of Wyandotte
3200 Biddle Ave.
Wyandotte, MI 48192

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Laura Currado

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ACORD 25 (2014/01)

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Mobile View



Tools

[Sent from Yahoo Mail on Android](#)

THE SECOND CHANCE NETWORK GOAL IS TO RAISING \$50,000 TO HOUSE MICHIGAN'S HOMELESS!

The Second Chance Network (A Michigan Non-profit Corporation) has a fresh new take on how to help the homeless, let them help themselves. We offer a job, provide them with stable living accommodations and supply them with food and clothing. We believe these 4 core necessities give our clients a key advantage to get back on their feet and become productive members of society. Please help us achieve our goals.

1. The Michigan Coalition Against Homelessness estimates that Michigan has a total of 92,341 homeless individuals.
2. Forty-one percent of homeless individuals in Michigan suffer from mental illness.
3. There is not enough affordable housing in Michigan. As our population ages, and children with disabilities move into adulthood, this need will continue to increase.
4. **It actually costs taxpayers more to leave people homeless than to provide them with housing that they can afford.**
5. **The odds of homeless children having a chance of graduating High School is less than 1 in 4.** This leads to a lifetime of lost wages and difficulties in preventing homelessness later in life.
6. The U.S. Department of Housing and Urban Development states that Michigan had a 6.1% increase in homelessness cases from 2013 to 2014. This is one of the highest in the nation.
7. Many people are only 1 paycheck away from becoming homeless. This person could be a friend, a family member or even YOU!!!

Please educate yourself on homelessness. Help dispel the myths and stereotypes about the homeless. Many individuals have lost their jobs and are struggling to find new employment, making them unable to pay for housing.

Follow us on our journey at www.2ndchancenetwork.org or www.michigan.gov/charities

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

SECOND CHANCE NETWORK

ID NUMBER: 71494X

received by facsimile transmission on December 12, 2013 is hereby endorsed.

Filed on December 13, 2013 by the Administrator.

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of December, 2013.

*Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau*

Sent by Facsimile Transmission



CS/CT 50807 Second Chance Network

Mailing Address: [🔍](#) Second Chance Network
15212 Common Road
Roseville, MI 48066

Phone: (586)204-5772
Email: secondchanceurgent@yahoo.com
Website: 2ndchancenetwork.org

ORGANIZATIONAL INFORMATION

Entity Type: Corporation **State Established:** MI **Date Created:** 12/13/2013
501(c)(3): Applied For **EIN:** 90-1029337
Purpose Statement: TO PROVIDE THE HOMELESS OR THOSE ENDANGERED OF BECOMING HOMELESS WITH JOBS FIRST AND THEN WITH SHELTER, TRANSPORTATION TO AND FROM WORK, FOOD, CLOTHING, AND REFERRALS TO OTHER ORGANIZATIONS

FILING STATUS

Solicitation Registration Status [🔍](#) **Charitable Trust Registration Status** [🔍](#)
Registered - Expiration Date: 7/31/2017 Registered

FINANCIAL INFORMATION

Data is taken from the organization's IRS return or, if no return was filed, from its solicitation registration or financial statements.

Period Ending 🔍	12/31/2015	Reports Filed 🔍	990-EZ
Total Revenue 🔍	\$66,557.00	Total Assets 🔍	\$0.00
Total Expenses 🔍	\$71,098.00	Net Assets 🔍	\$0.00
Revenue Less Expenses 🔍	(\$4,541.00)		

Expense breakdown

		% of Total Expenses 🔍
Charitable Programs		
Program Services 🔍	\$0.00	0.00 % 🔍
Supporting Services		
Mgt & General* 🔍	\$0.00	0.00 % 🔍
Fundraising* 🔍	\$0.00	0.00 % 🔍
Total Supporting Services 🔍	\$71,098.00	100.00 %

*If an organization files IRS Form 990-EZ or 990-PF, Supporting Services expenses may not be broken down into Mgt & General and/or Fundraising.

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
OGDEN UT 84201-0023

002674.392735.24877.959 1 MB 0.405 530



SECOND CHANCE NETWORK
% JAMI SPINAZZOLA
22503 STEPHENS ST
ST CLAIR SHORES MI 48080

Date of this notice: 12-03-2013

Employer Identification Number:
90-1029337

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

102674

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 90-1029337. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

ANNUAL FILING REQUIREMENTS

Most organizations with an EIN have an annual filing requirement, even if they engage in minimal or no activity.

A. If you are tax-exempt, you may be required to file one of the following returns or notices:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990-EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-PF, Return of Private Foundation
- Form 990-N, e-Postcard (available online only)

Additionally, you may be required to file your annual return electronically.

If an organization required to file a Form 990, Form 990-PF, Form 990-EZ, or Form 990-N does not do so for three consecutive years, its tax-exempt status is automatically revoked as of the due date of the third return or notice.

Please refer to www.irs.gov/990filing for the most current information on your filing requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/29/2016

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

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

PRODUCER IHT Agency 6457 Reflections Drive Dublin, OH 43017	CONTACT NAME: Rick Olmstead PHONE (A/C, No, Ext): 586.465.3473 E-MAIL ADDRESS: olmstead.agency@gmail.com	FAX (A/C, No): 586.465.2254
	INSURER(S) AFFORDING COVERAGE	
INSURED Second Chance Network, Inc 32184 Woodward Ave Royal Oak, MI 48073	INSURER A: NSI - Westbend Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A01397400	03/17/2016	03/17/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

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

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MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document

Name JAMI SPINAZZOLA		
Address 22503 STEPHENS		
City ST. CLAIR SHORES	State MI	ZIP Code 48080

EFFECTIVE DATE:

[Empty box for effective date]

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

SECOND CHANCE NETWORK

ARTICLE II

The purpose or purposes for which the corporation is organized are:

SEE ATTACHED

ARTICLE III

1. The corporation is organized upon a NON-STOCK basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

BY LAWS
OF
SECOND CHANCE NETWORK, INC.
A NOT-FOR-PROFIT CORPORATION
INCORPORATED UNDER THE LAWS OF
THE STATE OF MICHIGAN

BY - LAWS

of

SECOND CHANCE NETWORK, INC.

ARTICLE I - OFFICES

The principal office of the corporation shall be in the City of Warren in the County of Macomb in the State of Michigan.

The corporation may also have offices at such other places within or without this state as the board may from time to time determine or the business of the corporation may so require.

ARTICLE II - PURPOSES

The purposes for which this corporation has been organized are as stated in the Certificate of Incorporation which may be amended as required.

The Corporation is organized exclusively for charitable, religious, educational and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as an exempt organization under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Second Chance Network, Inc. has been organized in order to provide shelter, food, clothing and job training to the homeless.

No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. No substantial part of the activities of the corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the organization shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from Federal Income Tax under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Upon dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or state or local government for public purpose. Any such asset not so disposed of shall be disposed of by the Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purpose or to such organization or organizations as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE III - DIRECTORS

1. MANAGEMENT OF THE CORPORATION.

The corporation shall be managed by the board of directors which shall consist of at least three directors. Each director shall be at least eighteen years of age.

2. ELECTION AND TERM OF DIRECTORS.

At each annual meeting of members the membership shall elect directors to hold office until the next annual meeting. Each director shall hold office until the expiration of the term for which he was elected and until his successor has been elected and shall have qualified, or until his prior resignation or removal.

3. INCREASE OR DECREASE IN NUMBER OF DIRECTORS.

The number of directors may be increased or decreased by a vote of a majority of all of the directors. No decrease in number of directors shall shorten the term of any incumbent director.

4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES.

Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of the majority of the directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the other directors. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

5. REMOVAL OF DIRECTORS.

Any or all of the directors may be removed for cause by action of the board. Directors may be removed due to nonfulfillment of duties required by board, misconduct, theft and misrepresentation of our organization all by majority vote of the board members.

6. RESIGNATION.

A director may resign at any time by giving written notice to the board, the president or the secretary of the corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS.

Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or any specified item of business.

8. ACTION OF THE BOARD.

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote.

9. PLACE AND TIME OF BOARD MEETINGS.

The board may hold its meetings at the office of the corporation or at such other places, either within or without the state, as it may from time to time determine.

10. REGULAR ANNUAL MEETING.

A regular annual meeting of the board shall be held.

11. NOTICE OF MEETINGS OF THE BOARD, ADJOURNMENT.

Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the president upon three days notice to each director either personally or by mail or by wire; special meetings shall be called by the president or by the secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protesting prior thereto or at its commencement, the lack of notice to him.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given to all directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

12. CHAIRMAN.

At all meetings of the board the president, or in his absence, a chairman chosen by the board shall preside.

13. EXECUTIVE AND OTHER COMMITTEES.

The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE IV - OFFICERS

1. OFFICES, ELECTION, TERM.

Unless otherwise provided for in the certificate of incorporation, the board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided. All officers shall be elected or appointed to hold office until the meeting of the board. Each officer shall hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified.

2. REMOVAL OR RESIGNATION.

Any officer elected or appointed by the board may be removed by the board with or without cause. In the event of the death, resignation or removal of an officer, the board in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of president and secretary.

3. PRESIDENT.

The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and of the board; he shall have the general management of the affairs of the corporation and shall see that all orders and resolutions of the board are carried into effect.

4. VICE-PRESIDENTS.

Second Chance Network
List of participants

Amanda Schalm
Alexis Schalm
Jami Spinazzola
Patricia Spinazzola
James Spinazzola
Bradlee Radke
Michael Meddaugh
Gary VanBorne
Michael Hoffman
Jennifer Ritter
Donna Reid
Jessica Taddia
Melanie Alshaibah
Jenna Sharon
Shannon Williams
Greg Jesky
Niah Chogke
Michael Zielinski
Ashley Meddaugh
Jamie Kolman
Joe Uteg
Melissa Harrison
Melvin Tucker
Doug Rowe
Lisa Chouke
Monica Daniel
Oliver Henderson
Janine McCaskill
Andrew Joseph
Latanya Williams
Tony Grimes
Mike Spanto
Matt Allen
Dave Watson
Megan Fozzy
Kareem Colmen
Joe Richardson
Mike McMillan
Christopher Simms
Paul Kendall
Brian Owens
Justin Martenka
C.J. Warner

To Whom It May Concern

Please try to understand how a person can become homeless; each person has their own story to tell. My fall from grace started with a traffic ticket from the city of Monroe MI. I drive an 18 wheel semi, over the road for a living. My down fall begins with trying to do my job. The time for my delivery was late at night, the street was under construction. Two blocks from the delivery site, the truck drive wheels picked up small pieces of construction rebar material. The rebar steel was shot out form the tractor rear tires like a rocket, hitting the trailer brake air lines and tires. The damaged lines lost air, locking the trailer brakes. The truck was blocking the road unable to move. I called the local police for help to manage traffic around the truck. The second call was for repairs, ETA was two hours for the repair truck. After waiting over an hour for the police, the officer attitude was way out of line. I was forced to be polite and was very careful with the conversation. That upset the officer even more. I was told to get back into my truck and wait for the repair truck. A short time later the officer knocked on my driver door, he gave me back my driver's license and paper work for the truck. Than he handed me a traffic ticket, I looked at the ticket and could not believe what was on it. The officer wrote me up for Careless Driving. The officer would not talk with me, he told me!!! I will see you in court. The next day I called my company to report the ticket. The company has a no tolerance rule for this type of ticket. I lost my job and cannot apply for a new posting until after the court date to remove this from my driving record.

After a six weeks living at a motel and running out of money, a friend gave me the phone number for the Second Chance Network for a part time job. Talking with Mike, telling him and his wife my story. They gave me the job and helped me pay for the room at the boarding house I am living at. There is no way I can truly express my feelings for the help Second Chance Network has given me. I am looking forward to giving the job they gave me a 100 and 10 percent. After my court date and going back to work driving. The Second Chance Network can depend on my support to advance their organization.

Thank You

Yours truly

Allen Hibbert

- **Michael Mcmillan** — *5 star*

My name is Michael McMillan and I have so much gratitude for Second chance network for all they have done for me. I was homeless and have been for quite some time. They have helped me out with housing and taken me off the streets. I no longer have to fret over where I'm to lay my head at night nor if I'm going to be able to eat today. I was hopeless and had lost the Faith I once had, just as it is... said in the word... "I once was lost but know I'm found". The God of my understanding has never left me and has drawn my heart closer to Him and His heart closer to me. Thank you so much Michael and Jami!!

Sincerely,

Michael McMillan

James Esnault — 5 star Doing Good Work in the Community! We could use more people like these two in the world!

[Unlike](#) · [Comment](#) · [about 3 months ago](#) · [1 Review](#) ·

- [Second Chance Network](#) likes this.



Write a comment...



Matthew Allen — 5 star

[Unlike](#) · [Comment](#) · [about 4 months ago](#) · [3 Reviews](#) ·

- [Second Chance Network](#) likes this.



Remove

Matthew Allen Mike and Jamie have never steered me wrong. I am an ex convict who was severely addicted to drugs, then they gave me a chance at a new life. they have only been very supportive about me staying away from drugs. the negative comments I'm seeing here are probably from people who didn't want to follow the rules. it's time to grab your bootstraps and grow up. to those who are still using drugs and alcohol, you have to remember one thing, the party store owner and drug dealer does not miss you, there's another fool out there that replaced you as soon as you decided to stop using drugs and alcohol. grow up and notice when somebody is doing something good. Mike and Jamie are good people doing a good thing, plain and simple!!!

March 23 at 10:09am · [Like](#)

Karen E. Schaeffer
766 Cherry St.
Wyandotte, MI 48192

November 15, 2016

To The Honorable Mayor and Council:

We have lived in Wyandotte for nearly ten years; we chose this city for a number of reasons, chief among them its inviting nature and safe, friendly neighborhoods. We love our home here and have invested a great deal in improvements, in anticipation of to many more years of peaceful time here. Lately, however, there have been some issues that have caused us concern. For instance, the failure to enforce local restrictions on fireworks has meant many noisy nights, from about May to October. While we certainly respect our neighbors' rights to free speech, the appearance of Confederate flags has been disconcerting. Although we are not fond of these things, we have mostly taken them in stride, preferring to live and let live, and knowing that we are not perfect, either.

Last night, however, we experienced something deeply distressing when our home was vandalized in a most heinous and offensive way. Some person or persons defaced our property, marking our front door with a large swastika and the word "SCUM" in large letters. I cannot begin to express how upsetting this has been or how disturbed and violated we feel, to think that there are such malicious, destructive, hateful people this close to home. The police officers who responded to our call were very professional and I believe that they were only trying to reassure us when they said, "It was probably just some kids." That statement really made me stop and think: If children are behaving this badly, what of the adults in their lives? Hate like that does not just materialize out of thin air; it needs to be learned. What sort of people are giving their children this misguidance? Can I expect a repeat or worse, an escalation of this behavior?

I think that it is imperative for all of us, including our city Government as a group, to publicly condemn these types of actions. I would also like to know if we have any local ordinances against these sorts of hate crimes, and, if not, why not? Given the national climate and the number of and types of violent or hateful acts in the past week, Wyandotte needs to speak with one voice, to address this issue head on and make it known that these acts will not be tolerated here.

I would like to thank Mayor Peterson and the Council for taking the time to consider these potentially serious issues.

Thank you and best regards,



Karen E. Schaeffer

November 23,2016

Dear Mayor and City Council,

As a resident and taxpayer of the neighborhood most affected by the proposed relocation of the post office(USPS) to the corner of Biddle Ave. and Maple St. I wish to express numerous concerns regarding this project. If the USPS were to move to that location it has the potential to destroy one of the premier neighborhoods of the city, (obviously my opinion is biased). How can the city allow the overdevelopment of this site and look at your constituents and in good conscience say that this is for the public good.

As a taxpayer I would like to know the estimated upfront costs of the road alteration that we the taxpayers have to pay. Why is it the taxpayers responsibility to front the monies required and not the USPS? The USPS is responsible for the build out of the interior of this office , so why aren't they responsible for the exterior alteration?

The criteria for the USPS from the start was for seven to eleven parking spots ON-SITE. The landlord of the Eureka Rd. site gave them eighteen. The Biddle Ave. site has NONE. Has anyone, federal or local, done a cost/benefit analysis between the two sites? Rent comparisons? Taxpayer costs?

In looking at the schematic the USPS want to make Maple St. one-way going from west(Biddle) to east(VanAlstyne) with parking on both sides of the street and five foot sidewalks on each side for in their words "safety". That leaves just twelve feet of road width left-- how can that be considered "safe" considering the large volume of traffic that the USPS generates. The post office's current site has parking on both sides of Oak St. and THREE lanes for traffic. At times now there is traffic congestion even with multiple lanes for traffic. Can you imagine the congestion in a single lane traffic pattern? With the "drop boxes" located on the north side of Maple St. it would take just three to four cars lined up at those boxes to have traffic backed up onto Biddle Ave. The Biddle and Maple is completely inadequate to handle this volume of traffic.

Another issue is how will postal customers access the USPS office during the art fair, the parades, and all the third Friday events that cause Biddle Ave. to close down? There would be none of those issues if the USPS office were located at the Eureka Rd. site.

Finally my last concern has to do with the USPS delivery/pickup truck. How many times a day and when will it be making its deliveries? The reason for this concern is that come spring when we all want to have our windows open to get that nice fresh air my neighborhood will hear the noise of our outdoor cafes till two a.m., then hear the BEEP-BEEP-BEEP of the USPS truck backing up to its spot a little later and then to hear the rowing coaches and their bullhorns starting at five a.m. The Eureka Rd. site has no residential area near it so that traffic and noise issues from the post office would be nonexistent.

If it is the City's intent to once again destroy this neighborhood with increased traffic and congestion then you should proceed with the alteration of Maple St. However if the City wants to follow its own

goals and objectives spelled out in the City's strategic plan to have "a positive impact on the surrounding areas and neighborhoods", then you should deny this project.

In the early 1970's the city tried to destroy our neighborhood for an ill conceived traffic bypass. With the over development of this Biddle Ave. site , the City again seems to want to destroy this neighborhood. PLEASE do not let it happen. Is a post office really worth it ?I don't think so.

Sincerely,

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

Tom Kaul

3115 Van Alstyne, Wyandotte

MAYOR
Joseph R. Peterson

CITY CLERK
Lawrence S. Stec

TREASURER
Todd M. Browning

CITY ASSESSOR
Thomas R. Woodruff



6

CITY COUNCIL
Sheri Sutherby Fricke
Daniel E. Galeski
Ted Miciura, Jr.
Leonard T. Sabuda
Donald C. Schultz
Kevin VanBoxell

DANIEL J. GRANT
CHIEF OF POLICE

November 15, 2016

Mayor and City Council
City of Wyandotte
3200 Biddle Avenue
Wyandotte, MI 48192

Dear Honorable Mayor and City Council Members:

SUBJECT: TRAFFIC CONTROL ORDER 2016-09

After review, Inspector Zalewski recommends the installation of "One Way Signs" on Maple Street directing traffic west between Biddle Avenue and Van Alstyne St., Wyandotte, MI 48192. This request met all the qualifications set forth by the Commission; therefore, in concurrence with Inspector Zalewski, this letter serves as a recommendation for Council support of Traffic Control Order 2016-09 as specified on said order.

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

Sincerely,

Daniel J. Grant
Chief of Police

City of Wyandotte
Traffic Control Order

TRAFFIC CONTROL ORDER # **2016-09**

Parking
Speed
Signs to be installed
Other

Traffic C.doc

ORDER TO PLACE SIGNS REGULATING TRAFFIC

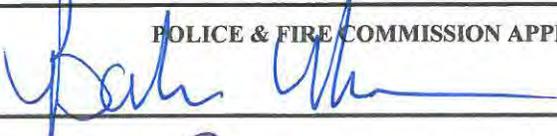
The Police and Fire Commission, after having caused an engineering and traffic investigation to be conducted, do hereby direct pursuant to the City of Wyandotte Michigan Code of Ordinance, Chapter 35, Article II, and in conformance with the Michigan Uniform Traffic Code, as amended and adopted by the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

The installation of:

- “One Way Signs” directing traffic west on Maple Street between Biddle Avenue and Van Alstyne St.

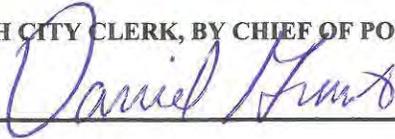
This Traffic Control Order shall be filed in the Office of the City Clerk, City of Wyandotte, Michigan.

POLICE & FIRE COMMISSION APPROVAL, CITY OF WYANDOTTE, MICHIGAN



DATE: 11-15-16

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



DATE: 11-16-16

CITY COUNCIL APPROVAL, CITY OF WYANDOTTE, MICHIGAN

DATE: _____

CHANGE TO OR AMENDMENT TO ORDER

Date: «Sign Removal»

Reason: «Note»

Amendment Approved by the Police & Fire Commission

Date: _____

Signature _____

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



October 28, 2016

The Honorable Mayor and Council
Wyandotte City Hall
Council Chambers
3200 Biddle Ave, Suite 300
Wyandotte, MI 48192

RE: Change the direction of Maple Street to a one-way for the new Post Office ("Post Office") located at 3099 Biddle Ave.

Dear Mayor Joseph R. Peterson:

The United States Postal Service is requesting the City of Wyandotte to change the direction of Maple Street to a one-way from Biddle Ave to Van Alstyne St for the new Post Office located at 3099 Biddle Ave per the attached exhibit attached.

The reason for the change is that the Postal Service will need to add a Postal Drop Box, known as the "Blue Box", for easy mail drop for the community. Since the driver side is the side the mail is dropped off, the Postal Service requires a one-way direction. Also, with the mail deliver at the rear of the street, the truck would be facing oncoming traffic if the traffic was two-way. For safety reason, the Postal Service must have the traffic flow one-way.

The Postal Service request a timely completion of changing the direction with all said work completed preferably no later than April 30, 2017.

If you have any questions, feel free to give me a call at 303-264-0412. We look forward to working with you and your staff on this project.

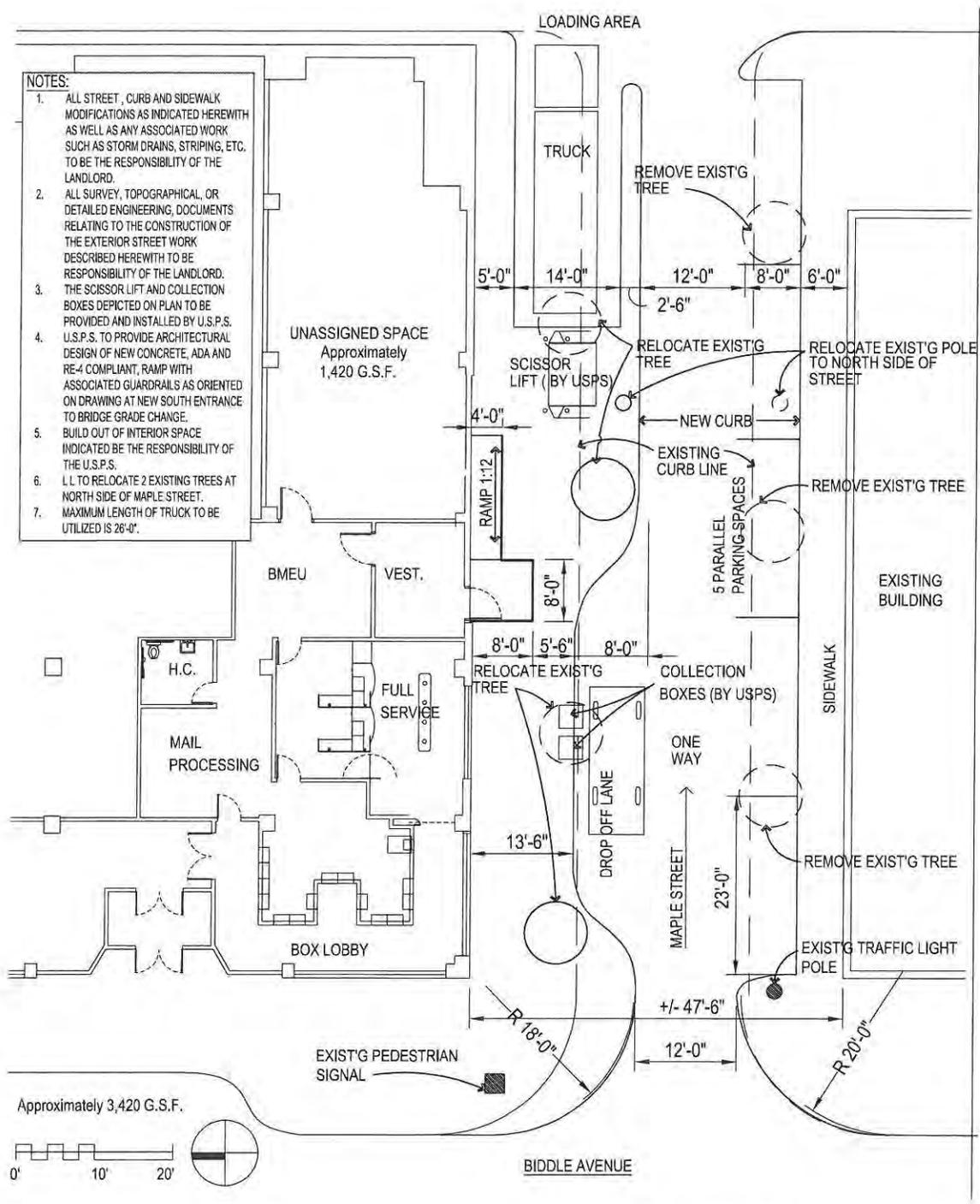
Sincerely,

A handwritten signature in cursive script that reads "Gregory Shelton".

Greg Shelton
Real Estate Specialist
United States Postal Service
200 Kentucky Ave
Denver, CO 80209-9950
Phone 303-264-0412

Attached: Site Plan

- NOTES:**
1. ALL STREET, CURB AND SIDEWALK MODIFICATIONS AS INDICATED HERewith AS WELL AS ANY ASSOCIATED WORK SUCH AS STORM DRAINS, STRIPING, ETC. TO BE THE RESPONSIBILITY OF THE LANDLORD.
 2. ALL SURVEY, TOPOGRAPHICAL, OR DETAILED ENGINEERING, DOCUMENTS RELATING TO THE CONSTRUCTION OF THE EXTERIOR STREET WORK DESCRIBED HERewith TO BE RESPONSIBILITY OF THE LANDLORD.
 3. THE SCISSOR LIFT AND COLLECTION BOXES DEPICTED ON PLAN TO BE PROVIDED AND INSTALLED BY U.S.P.S. U.S.P.S. TO PROVIDE ARCHITECTURAL DESIGN OF NEW CONCRETE, ADA AND RE-4 COMPLIANT, RAMP WITH ASSOCIATED GUARDRAILS AS ORIENTED ON DRAWING AT NEW SOUTH ENTRANCE TO BRIDGE GRADE CHANGE.
 4. BUILD OUT OF INTERIOR SPACE INDICATED BE THE RESPONSIBILITY OF THE U.S.P.S.
 5. L.L TO RELOCATE 2 EXISTING TREES AT NORTH SIDE OF MAPLE STREET.
 6. MAXIMUM LENGTH OF TRUCK TO BE UTILIZED IS 26'-0".



Proposed Wyandotte Post Office

3099 Biddle, Wyandotte, MI

Scale: See Drawing Date: 10.28.2016
 Architects Project Number: 1998-304
 USPS File Number: J24967



P-1g Scheme 7R
 Parallel Parking

SIEGAL / TUOMAALA ASSOCIATES ARCHITECTS AND PLANNERS INC.
 29200 northwestern hwy suite 160 southfield, mi 48034 p•248•352•0099 f•248•352•0088 www.ata-architects.com

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **7**

ITEM: APPROVAL TO HIRE THREE (3) POLICE OFFICERS

PRESENTER: Daniel Grant, Chief of Police



INDIVIDUALS IN ATTENDANCE: Daniel Grant

BACKGROUND: The City of Wyandotte recently accepted applications for the position of Police Officer and the applicants were required 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 the High School with the passing candidates being invited for a formal interview. As a result of the selection process and after the scores have been tabulated, the candidates were ranked according to their scores throughout the process. After completion of this extensive process, we are requesting City Council approval to hire the top three candidates, Alexander Stathakis, Dane Haskin, and Jonathan Cox, all of whom have done a great job in our selection process.

Alexander Stathakis, who resides in Allen Park, has completed his Associate's Degree from Henry Ford Community College and is a graduate of the Wayne County Regional Police Academy.

Dane Haskin, who resides in Detroit, has completed his Bachelor's Degree from the University of Michigan-Dearborn, graduated from the Wayne County Regional Police Academy, and is currently a Police Officer in Plymouth Township.

Jonathan Cox, who resides in Wyandotte, has completed his Associates Degree at Henry Ford Community College and is enrolled at the Wayne County Regional Police Academy and will graduate in July 2017. His hiring will have the additional contingency that he will successfully complete the police academy.

I have spoken with all three 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 the candidates and their hiring will be contingent upon passing a physical and psychological examination along with the additional stipulation for candidate Cox.

STRATEGIC PLAN/GOALS: To offer the highest quality of law enforcement services for our residents, business owners, and visitors to the City of Wyandotte which directly correlates to their quality of life. If approved, the candidates will be hired, enter our 12-week field training program, and be on probationary status for 18-months.

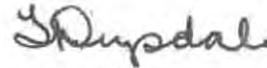
ACTION REQUESTED: Concur with the Police Department to hire the three candidates as probationary Police Officers.

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. The three candidates will be filling current Police Officer vacancies in the Police Department.

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

COMMISSION RECOMMENDATION: The Police Commission approved the hiring of the four candidates at their regular meeting on Tuesday November 15, 2016.

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 Applications

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 21, 2016

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, and interview panel conducted by the Police Department, candidates Alexander Stathakis, Dane Haskin, and Jonathan Cox are being offered employment as probationary Police Officers contingent upon their successful completion of a physical, drug

screen, and psychological examinations. An additional contingency will be required of applicant Cox requiring the successful completion of the police academy.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

MAYOR
Joseph R. Peterson

CITY CLERK
Lawrence S. Stec

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

Kevin VanBoxell

November 22, 2016

Alexander Stathakis
6757 Kolb
Allen Park, MI. 48101

Dear Alexander,

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 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

(Please Print Clearly)

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

EMPLOYMENT DESIRED

Position applied for 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 11/15/2016 Wage expected \$ 35,000

PERSONAL INFORMATION

Name Stathakis Alexander Michail
Last First Middle

Address _____ Allen Park MT 48101
Street City State Zip

Phone Number _____ Email stathakis24@yahoo.com

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 even been convicted of a crime? Yes No

If yes, please give specifics _____

Are there any felony charges pending against you? No

If yes, please give specifics _____

Have you ever served in the U.S. Military? Yes No If yes, indicate branch _____

Dates of duty: From _____ / _____ / _____ To _____ / _____ / _____ Type of Discharge _____
Month Date Year Month Date Year

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

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

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

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

Have you ever been employed by the City of Wyandotte? Yes No If yes, when? _____

Have any of your relatives ever been, or currently are, employed by the City of Wyandotte (including elected officials)?

Yes No If yes, indicate names and dates: Nicholas Stathakis (07/28/14 - Current)

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

Used marijuana in Winter 2012

Have you ever been bonded on a job? Yes No If yes, when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name George Stathakis Phone Number _____

Address _____ Allen Park _____ MI 48101
Street City State Zip

PERSONAL REFERENCES

(Not former employers or relatives)

Name and Occupation	Address	Phone Number
Karen Cameron Catechism Teacher, Mount Carmel Catholic	Allen Park, MI 48101	
Jerry Gulliver AP Rec. Center Supervisor	Allen Park, MI 48101	
Linda Baker Housewife	Allen Park, MI 48101	

EDUCATION

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

Strong communication skills, physically fit, ability to work alone or in a team, defensive tactics trainin

	Name of School	City/State	Degree	Major
High School	Allen Park High School	Allen Park, MI	Diploma	
College	Henry Ford College	Dearborn, MI	Associates in General Studies	
Other				

EMPLOYMENT HISTORY

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

Company Name Frank J. Lada Civic Arena Employed from 04/2015 to 07/2016

Address 15800 White Ave. Allen Park MI 48101
Street City State Zip

Type of Business Recreation Center Name of Supervisor Patrick Hawkins

Phone Number (734) 341-8551 Starting Salary \$9/hour Final Salary \$9/hour

Position Operations Reason for leaving Started Police Academy

Duties Performed Public Services

If presently employed, may we contact your supervisor? Yes No

Company Name LeBec Enterprises, Inc. Employed from 01/2015 to 04/2015

Address 5025 Center Rd. Linden MI 48451
Street City State Zip

Type of Business Commercial Roofing Name of Supervisor Tony Beck

Phone Number (248) 953-9436 Starting Salary \$13/hour Final Salary \$13/hour

Position Roofer Reason for leaving New Job

Duties Performed Roof Installs/Tear Offs, Repairs

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

If yes, please explain _____

EMPLOYMENT HISTORY

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

Company Name A and N Services Employed from 06/2013 to 01/2014Address 6757 Kolb Allen Park MI 48101
Street City State ZipType of Business Building Maintenance & Painting Name of Supervisor NonePhone Number (313) 310-6070 Starting Salary \$4,500 Final Salary \$4,500Position Owner Reason for leaving Dissolved CompanyDuties Performed PaintingIf presently employed, may we contact your supervisor? Yes NoCompany Name Stathakis Employed from 06/2008 to 12/2012Address 24701 Holsted Rd. Farmington Hills MI 48335
Street City State ZipType of Business Painting & Janitorial Name of Supervisor George StathakisPhone Number (734) 818-0546 Starting Salary \$7.50/hour Final Salary \$10/hourPosition Laborer Reason for leaving Started own companyDuties Performed Painting and Minor RepairsHave you ever been suspended or discharged from employment? Yes No

If yes, please explain _____

The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

APPLICANTS FOR UNION POSITIONS

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other than the above referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: 08/23/2016 Signature: Alexander Stathakis

APPLICANTS FOR NON-UNION POSITIONS

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is at will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City, and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void, and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: _____ Signature: _____

MAYOR
Joseph R. Peterson

CITY CLERK
Lawrence S. Stec

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

Kevin VanBoxell

November 22, 2016

Dane Haskin
6533 E. Jefferson Ave. #208
Detroit, MI. 48207

Dear Dane,

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 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

(Please Print Clearly)

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

EMPLOYMENT DESIRED

Position applied for 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 AFTER TWO WEEKS NOTICE Wage expected \$ POAM NEGOTIATED RATE

PERSONAL INFORMATION

Name HASKIN DANE WILLIAM
Last First Middle

Address --- DETROIT MI 48207
Street City State Zip

Phone Num _____ Email DWHASKIN@GMAIL.COM

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 even been convicted of a crime? Yes No

If yes, please give specifics _____

Are there any felony charges pending against you? NO

If yes, please give specifics _____

Have you ever served in the U.S. Military? Yes No If yes, indicate branch _____

Dates of duty: From _____/_____/_____ To _____/_____/_____ Type of Discharge _____
Month Date Year Month Date Year

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

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

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

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

Have you ever been employed by the City of Wyandotte? Yes No If yes, when? 07/2013-05/2014

Have any of your relatives ever been, or currently are, employed by the City of Wyandotte (including elected officials)?

Yes No If yes, indicate names and dates: _____

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 yes, when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name WILLIAM HASKIN Phone Number _____

Address _____
Street City OA State MI Zip 48146

PERSONAL REFERENCES (Not former employers or relatives)

Name and Occupation	Address	Phone Number
<u>PHILLIP ADKINS, CFO</u>	<u>E. ...</u>	<u>T, MI 48207</u>
<u>NICHOLAS STATHAKIS, PO</u>	<u>---</u>	<u>4...</u>
<u>JEREMY CRABTREE, DISPATCHER</u>	<u>11 ...</u>	<u>ME 48146</u>

EDUCATION

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

MCOLES CERTIFIED, TRAINED AS AN EVIDENCE TECHNICIAN AND ACCIDENT INVESTIGATOR

	Name of School	City/State	Degree	Major
High School	LINCOLN PARK HIGH SCHOOL	LINCOLN PARK, MI	H.S. DIPLOMA	
College	UNIVERSITY OF MICHIGAN - DEARBORN	DEARBORN, MI	B.S.	PSYCHOLOGY + CRIMINAL JUSTICE
Other	WAYNE COUNTY REGIONAL POLICE ACADEMY	LIVONIA, MI	MCOLES	

EMPLOYMENT HISTORY

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

Company Name PLYMOUTH TWP PD Employed from 05/2014 to PRESENT

Address 9955 N. HAGGERTY PLYMOUTH TWP MI 48170
Street City State Zip

Type of Business PD Name of Supervisor SGT HOFFMAN

Phone Number 734-354-3250 Starting Salary 41,000 Final Salary 52,000

Position POLICE OFFICER Reason for leaving STILL EMPLOYED

Duties Performed ROAD PATROL, EVIDENCE TECH, ACCIDENT INVESTIGATOR

If presently employed, may we contact your supervisor? Yes No

Company Name WYANDOTTE PD Employed from 07/2013 to 05/2014

Address 2015 BIDDLE AVE WYANDOTTE MI 48192
Street City State Zip

Type of Business PD Name of Supervisor LT. SCHEITZ

Phone Number 734-837-9609 Starting Salary PT Final Salary PT

Position DISPATCHER - POOL Reason for leaving NEW JOB AS A PO

Duties Performed ANSWERED 911 CALLS, DISPATCHED PD AND FD UNITS,

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

If yes, please explain _____

The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

APPLICANTS FOR UNION POSITIONS

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other than the above referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: 8-23-16 Signature: [Signature]

APPLICANTS FOR NON-UNION POSITIONS

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is at will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City, and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void, and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: _____ Signature: _____

EDUCATION

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

	Name of School	City/State	Degree	Major
High School				
College				
Other				

EMPLOYMENT HISTORY

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

Company Name FBI Employed from 06/2012 to 05/2014
 Address 477 MICHIGAN AVE DETROIT MI 48226
Street City State Zip
 Type of Business LAW ENFORCEMENT Name of Supervisor SPECIAL AGENT SANDRA BERCHTOLD
 Phone Number 313-506-5754 Starting Salary 0 Final Salary 0
 Position INTERN Reason for leaving FINISHED INTERNSHIP
 Duties Performed FIELD INTELLIGENCE AND INTERNET RESEARCH
 If presently employed, may we contact your supervisor? Yes No

Company Name DETROIT PD - HOMICIDE Employed from 05/2011 to 09/2011
 Address 1301 3RD AVE DETROIT MI 48226
Street City State Zip
 Type of Business PD Name of Supervisor SGT. BEVERLY RODGERS
 Phone Number 313-596-2260 Starting Salary 0 Final Salary 0
 Position INTERN Reason for leaving FINISHED INTERNSHIP
 Duties Performed SCANNED COLD CASE FILES INTO COMPUTER DATABASE.
 Have you ever been suspended or discharged from employment? Yes No
 If yes, please explain _____

MAYOR
Joseph R. Peterson

CITY CLERK
Lawrence S. Stec

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

Kevin VanBoxell

November 22, 2016

Jonathan Cox
610 Walnut Street
Wyandotte, MI. 48192

Dear Jonathan,

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 comprehensive medical/psychological examination, a drug screening, and successful completion of the police academy. 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

(Please Print Clearly)

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

EMPLOYMENT DESIRED

Position applied for 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 6th, 2017 Wage expected \$ _____

PERSONAL INFORMATION

Name Cox, Jonathan, Nicholas

Last First Middle

Address Wyandotte, MI, 48192

Street City State Zip

Phone Numb _____ Email joncox2144@yahoo.com

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 even been convicted of a crime? Yes No

If yes, please give specifics _____

Are there any felony charges pending against you? _____

If yes, please give specifics _____

Have you ever served in the U.S. Military? Yes No If yes, indicate branch _____

Dates of duty: From _____/_____/_____ To _____/_____/_____ Type of Discharge _____
Month Date Year Month Date Year

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

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

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

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

Have you ever been employed by the City of Wyandotte? Yes No If yes, when? _____

Have any of your relatives ever been, or currently are, employed by the City of Wyandotte (including elected officials)?

Yes No If yes, indicate names and dates: _____

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 yes, when? _____

IN CASE OF AN ACCIDENT OR EMERGENCY, PLEASE NOTIFY:

Name Michelle Cox Phone Number () _____

Addr Wyandotte, MI, 48192
Street City State Zip

PERSONAL REFERENCES

(Not former employers or relatives)

Name and Occupation	Address	Phone Number
Kenneth Groat- Police Officer	Wyandotte, MI	
Todd Browning-Professor/Elected official	Wyandotte, MI	
Stacie Nevalo- Court Administrator	Wyandotte, MI	

EDUCATION

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

	Name of School	City/State	Degree	Major
High School	Wyandotte Roosevelt High School	Wyandotte MI		
College	Henry Ford College	Dearborn MI	Criminal Justice	Criminal Justice
Other				

EMPLOYMENT HISTORY

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

Company Name Information Systems Resources Employed from 10/24/13 to Present
 Address 1800 Bailey St. Dearborn, MI, 48124
Street City State Zip
 Type of Business IT Asset Disposition Name of Supervisor Carleton Goodall
 Phone Number 248-495-8250 Starting Salary 9/hr Final Salary 12/hr
 Position Auditor Reason for leaving _____
 Duties Performed Auditing technology, Logging inventory
 If presently employed, may we contact your supervisor? Yes No

Company Name TJ Monte Productions Employed from 2/1/13 to 10/22/13
 Address 32151 W Jefferson Ave. Rockwood, MI 48173
Street City State Zip
 Type of Business DJ Services Name of Supervisor Timothy Montemayor
 Phone Number 734-671-3529 Starting Salary 8-25/hr Final Salary 8-25/hr
 Position Crewman/DJ Reason for leaving New Employment
 Duties Performed Set-up, Security of Equipment, DJ, and Transportation
 Have you ever been suspended or discharged from employment? Yes No

If yes, please explain _____

The facts set forth are true and complete. I hereby authorize investigation of all statements contained in this application and full disclosure of my present and prior work record. I grant permission to the City of Wyandotte ("City") to obtain information concerning my general reputation, character, conduct and work quality and authorize any person or organization contacted to furnish information and opinions concerning my qualifications for employment, whether same is a matter of record or not, including personal evaluation of my honesty, reliability, carefulness and ability to take orders from my supervisor. I understand that this may include a record of disciplinary action assessed by previous employers. I hereby release any such person or organization from any and all liability which may result in furnishing such information or opinion. I hereby release the City and any person, organization or prior employer from any obligation to provide me with written notification of such disclosure. I hereby authorize the City of Wyandotte to perform a background investigation which may include address verification, criminal history, employment history, driving record and credit history. I understand employment is contingent upon this investigation and, if employed, false statements in this application shall be considered sufficient cause for dismissal. I understand and agree if, in the opinion of the City, the results of the investigation are unsatisfactory, an offer of employment that has been made may be withdrawn or my employment with the City may be terminated. I understand that the City requires residency within twenty (20) miles of a City boundary for all employees and that if I do not satisfy this requirement at the time of hire that I will have six (6) months to establish and maintain compliance.

I further understand the City may require a medical examination by a City-designated physician (1) after I have received an offer of employment and prior to my commencement of employment duties; and, (2) during the course of my employment as required by business necessity or for job-related purposes. I hereby consent to such examination and recognize that employment is contingent upon receipt of satisfactory medical evaluation. I further understand and agree that prior to commencing employment or after I am employed, I may be requested to submit to tests to determine the presence of alcohol or illegal drugs, and agree to the release of such test results to appropriate personnel, and agree that if I refuse such tests before commencing employment, my offer of employment will be revoked, or if I refuse such test after being employed, my employment will be terminated.

APPLICANTS FOR UNION POSITIONS

I recognize that if I am employed by the City in the position for which I have applied, I will be subject to the provisions of a labor agreement between the City and Union. I further recognize that I have no contract for employment other than the above referenced labor agreement and that no documents, statement, or other communication in any way constitutes an agreement between the City and me and that the Labor agreement will be the only agreement between me and the City and I must abide by that agreement and all City published rules and regulations.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: 8/15/16 Signature: 

APPLICANTS FOR NON-UNION POSITIONS

I agree this application is not an offer of employment. I agree that if I am employed by the City (1) my employment is at will and may be terminated at any time, with or without cause, at the option of either the City or myself; (2) I will receive wages and be subject to the rules and regulations of the Personnel Policy Handbook and such wages, benefits, rules and regulations are subject to change by the City at any time; (3) that my assigned work hours may be modified by the City, and if requested, I will be required to work overtime; (4) and that this constitutes the entire agreement between the City and myself and all prior agreements are null and void, and nothing in any documents published by the City either before or after this agreement, shall in any way modify the above terms; (5) this agreement cannot be modified by any oral or written representation made by anyone employed by the City, either before or after this agreement, except by a written document directed exclusively by me and signed by the Mayor and City Clerk.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE STATEMENT AND CONDITIONS OF EMPLOYMENT

Dated: _____ Signature: _____

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

21

MEETING DATE: November ~~14~~, 2016

AGENDA ITEM #

8
2

ITEM: Purchase of Ford F-150 XL 4x4 pick-up with supercab

PRESENTER: Brian Zalewski, Police Inspector



INDIVIDUALS IN ATTENDANCE: Brian Zalewski

BACKGROUND: The Ford F-150 pick-up currently in use by our Animal Control Officers is over 8-years old and in very poor mechanical condition. The Wyandotte City Council has approved the Downriver Central Animal Control (DCAC) budget which has included funds to purchase a new pick-up to replace the vehicle currently assigned.

I am requesting to purchase a 2017 Ford F-150 pick-up from Gorno Ford in Woodhaven who has been awarded the State of Michigan contract for Police Patrol Vehicles and also municipal vehicles through the Mi-Deal program. The price for the Animal Control vehicle is \$24,500 which includes a municipal lighting package as noted on the attached price quote.

STRATEGIC PLAN/GOALS: Maintaining our fleet of patrol/Animal Control vehicles enables our Officers to maintain patrols throughout the City of Wyandotte along with our DCAC member communities and provide service to our residents which is consistent with the City of Wyandotte's strategic plan.

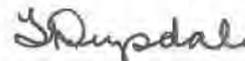
ACTION REQUESTED: City Council approval for the purchase of one Ford F-150 pick-up for use as an Animal Control Officers patrol vehicle.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The funds for the purchase of this Ford F-150 pick-up with the price quote of \$24,500.00 are available in the budgeted DCAC Vehicle Account 101-303-850-530.

IMPLEMENTATION PLAN: If approved by the City Council, the vehicle will be ordered through Gorno Ford, Inc. and once obtained, the necessary equipment will be installed, and the vehicle will be deployed for Animal Control service.

COMMISSION RECOMMENDATION: The Police Commission has been presented with the proposal to purchase 1 new Animal Control vehicle which was approved at their meeting on October 25th.

CITY ADMINISTRATOR'S RECOMMENDATION: 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. Price Quote from Gorno Ford Inc.
2. Copy of advertisement from Mich. Police Chief's magazine.
3. Draft minutes from Police Commission meeting.

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan
Date: November 14, 2016

RESOLUTION by Councilman _____

BE IT RESOLVED BY THE CITY COUNCIL that the Council concurs with the Chief of Police to purchase one (1) Ford F-150 pick-up Animal Control vehicle from Gorno Ford, Inc. which is the dealership awarded the contract for the State of Michigan. The pricing for this purchase will be as noted on the submitted price quote.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL that this expenditure will be paid from our DCAC Vehicle account 101-303-850-530.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

Robert K. Alderman
Government Sales
GORNO
Woodhaven, Michigan
Bus: 734-671-4017
Fax: 734-671-4375

WYANDOTTE POLICE DEPT
WYANDOTTE, MI
BUS: 734-324-4405
bzalewski@wyan.org

ATT: INSP BRIAN ZALEWSKI 10-11-16

2017 FORD F-150 XL 4X4 SUPERCAB PICKUP W/6 FT BED

3.5L V6
6 SPD AUTO
3.73 AXLE RATIO
145"WB
POWER EQUIPMENT GROUP
TILT STEERING WHEEL
ABS BRAKES
6,300# GVWR
265 / 70R-17 A/T
AM/FM STEREO
MUNICIPAL LIGHTING PAKCAG (AMBER MINI BAR ROOF / STROBES IN GRILL / TAIL LIGHT FLASH
TOTAL DELIVERED TO WYANDOTTE, MI\$ 24,500.00

- **ALLOW 10-12 WEEKS FROM PURCHASE ORDER DATE ORDER FOR DELIVERY**

RECOMMENDED OPTIONS

CREW CAB (FULL 4 DOORS w/ 5 1/5' BED)	\$ 3,995.00
5.0L V8	\$ 1,695.00
40 / CONSOLE / 40 VINYL FRONT SEAT	\$ 495.00
CONSOLE	\$ 225.00
CLASS IV TRAILER PACKAGE	\$ 95.00
RUNNING BOARDS	\$ 250.00
BACK UP CAMERA	\$ 470.00
RADIO EQUIPMENT CONSOLE STARTING FROM	\$ 595.00
FLOOR MATS	\$ 125.00

BACK UP ALARM	\$ 175.00
BEDLINER, PLASTIC DROP-IN	\$ 350.00
SPRAY IN LINER	\$ 495.00

IF YOU HAVE ANY QUESTIONS, PLEASE DON'T HESITATE TO CALL ME.

THANK YOU

ROBERT K. ALDERMAN
GOVERNMENT SALES
734-671-4017

STATE OF MICHIGAN PATROL VEHICLES

CONTRACT NO. 071B1300005

Featuring

- POLICE INTERCEPTOR SEDAN
- POLICE INTERCEPTOR UTILITY
- EXPEDITION SSV
- F-150 CREW CAB SSV
- ALL NEW! TRANSIT - PRISONER VANS



Gorno Ford - 22025 Allen Road - Woodhaven, MI 48183

Eddie Williams - 313-319-3431
eddiwilliams@gornoford.com

Robert Alderman - 734-671-4017
ralderman@gornoford.com
F.B.I.N.A.A #244

Jim Agney - 734-671-4033
jagney@gornoford.com

City of Wyandotte

Police Commission Meeting

Regular Commission Meeting
October 25, 2016

ROLL CALL

Present: Chief Daniel Grant
Commissioner John Harris
Commissioner Doug Melzer
Commissioner Bobie Heck

Absent: None

Others Present: Inspector Brian Zalewski

The regular meeting was called to order at the Wyandotte Police Department, 2015 Biddle Avenue, Wyandotte, Michigan by Chairperson, Commissioner Harris at 6:15 p.m.

The Minutes from the regular Police Commission meeting on October 11, 2016, were presented.

Melzer moved, Heck seconded,
CARRIED, to approve the regular minutes of October 11, 2016, as presented.

UNFINISHED BUSINESS

NONE

COMMUNICATIONS

NONE

DEPARTMENTAL

1. Cadet Program Promotions

The promotions actually went into effect as of September 11, 2016.

There are currently 23 cadets in the program, approximately half of which are in high school, and the other half are in college. They are all studying Criminal Justice programs.

The cadets meet bi-monthly.

The cadets are trained and ultimately compete in various categories against several other regional groups at an annual state event.

Cadets are allowed in the program until their 21st birthday.

Officer Sabo congratulated each of the cadets and presented them with certificates. The cadets which attended the Commission meeting were recognized with the following promotional rankings:

- Joseph Holser – Cadet Advisor
- Aaron Worley – Cadet Major
- Elizabeth Olson – Cadet Captain
- Kevin Koberg – Cadet Captain
- Caitlin Toth – Cadet Lieutenant
- Abigail Eggleton – Cadet Sergeant
- Brodey Riddle – Cadet Corporal
- Joshua Kish – Cadet Corporal
- Skyleigh Chavez – Cadet Corporal

Almost all of the cadets live in Wyandotte, but the program encompasses all 19 Downriver communities.

The Commissioners asked the cadets various questions about their training and offered their congratulations to each of them on their promotions and involvement in the cadet program.

2. Purchase of New Vehicle for Animal Control

The vehicle Inspector Zalewski would like to replace is a 2009 Ford which is in bad shape and heavily rusted.

The Department would like to purchase a new vehicle for the DCAC from Gorno Ford which is part of the MI Deal program.

This vehicle was budgeted for and is actually priced \$500 below budget.

Melzer moved, Heck seconded,
CARRIED, to approve the purchase of the new vehicle for the Downriver Central Animal Control as presented.

3. Awarding of Duty Firearm to Retiree Jerome Yoscovits

Detective Yoscovits indicated he will be retiring as of November 1, 2016. Therefore, the Department would like to award him with his duty firearm as recognition for his years of service.

Officer Yoscovits must sign a waiver form to receive the weapon.

Melzer moved, Heck seconded,
CARRIED, to approve awarding Detective Jerome Yoscovits with his duty weapon upon his retirement on November 1, 2016.

4. Physical Fitness Bonus Program

Chief Grant handed out documentation indicating which level each participant achieved during the physical fitness testing.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **9**

ITEM: Fire Department – Purchase of Ten sets of Firefighting Turnout Gear

PRESENTER: Jeffery Carley, Fire Chief



INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The purchase of a ten (10) set of firefighting turnout gear which is required per NFPA to be retired ten years after manufacturing and was approved for FY 2017 budget. The Wyandotte Fire Department has ten members that have turnout gear at its life expectancy of ten (10) years.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Adopt a resolution approving the purchase of ten (10) sets of Fire Dex turnout gear from West Shore Fire in the amount of \$16,703.00

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The funds for this purchase will come from the Account 101-336-850-540 FY2017.

IMPLEMENTATION PLAN: Measure firefighters whose turnout gear has reached its life expectancy and order said gear.

COMMISSION RECOMMENDATION: Concur with recommendation.

CITY ADMINISTRATOR'S RECOMMENDATION: 

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS

Letter from Wyandotte Fire Police and Fire Commission
Fire Dex Turnout gear specifications

Quotes from:

- West Shore in the amount of \$16,703.00
- Apollo Fire Equipment in the amount of \$17,314.00
- Fire Safety Service, Inc. in the amount of \$19,100.00
- Front Line Services Inc. in the amount of \$19,200.00

Wyandotte, Michigan

Date: November 21, 2016

MODEL RESOLUTION:

RESOLUTION

RESOLUTION by Councilman _____

BE IT RESOLVED that City Council Concurs with the Wyandotte Fire Commission and Fire Chief to purchase ten (10) of Fire Dex firefighter turnout gear from West Shore Fire in the amount of \$16,703.00.

BE IT FURTHER RESOLVED, funds will come from FY 2017 Acct. #101-336-850-540.

I move the adoption of the foregoing resolution.

MOTION by
Councilmen _____

Supported by Councilman _____

YEAS

COUNCIL

NAYS

Fricke
Galeski
Miciura
Sabuda
Schultz
VanBoxell

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **10**

ITEM: Financing Recommendation – Central Fire Station Restoration Project

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Per the Council Resolution dated September 26, 2016, financing options for the Central Fire Station Restoration project were to be presented back to the City Council. Essentially three (3) options were considered to finance this project which totals approximately \$2,400,000 – sale of bonds, a purchase installment agreement (municipal “commercial” loan), and an internal borrowing from the City’s Self-Insurance Fund. Regardless of the source of the loan, the debt will be repaid from the charter-authorized debt levy.

Based on the ability to establish deferred payment terms and to eliminate any bond issuance costs, it is recommended that an internal loan be used from the Self-Insurance Fund as the source of financing. The attached amortization schedule would begin payments in 2018 with the debt repaid by the beginning of 2026. Also attached is a schedule that indicates the future use of the charter-authorized debt levy until the current City’s debt are paid off.

STRATEGIC PLAN/GOALS: To be fiscally responsible and provide the best services

ACTION REQUESTED: Concur with the recommendation and authorize the project to proceed

BUDGET IMPLICATIONS & ACCOUNT NUMBER: \$2.4 million loan from the Self-Insurance Fund to be repaid using the charter-authorized debt levy as outlined in the attachments.

IMPLEMENTATION PLAN: City Engineer to plan and coordinate the construction project.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR’S RECOMMENDATION: Concur *T. Drysdale*

LEGAL COUNSEL’S RECOMMENDATION: N/A

MAYOR’S RECOMMENDATION: *J.P.*

LIST OF ATTACHMENTS:

1. City Council Resolution dated September 26, 2016
2. Proposed amortization schedule
3. Debt Service Fund Analysis

MODEL RESOLUTION:

Resolved by the City Council that Council concurs with the recommendation of the City Administrator as set forth in his communication dated November 21, 2016 relative to the financing recommendation for the Central Fire Station Restoration Project and

Further, concurs with the financing recommendation and instructs the City Engineer to proceed with the project

**CITY OF WYANDOTTE, MICHIGAN
CERTIFIED RESOLUTION
2016-477**

REGULAR MEETING OF THE MAYOR AND COUNCIL OF THE CITY OF WYANDOTTE,
WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL
BUILDING.

UNDER THE DATE OF: September 26, 2016

MOVED BY: Councilperson Galeski

SUPPORTED BY: Councilperson Schultz

BE IT RESOLVED that Council concurs with the recommendation of the City Engineer, Fire Chief, Police and Thomas Roberts- Architect to proceed with option # 2 of Wyandotte Fire Department Central Station Restoration Master Plan Final Report and directs the City Administrator to present financing options with time frames.

Motion unanimously carried.

I, LAWRENCE S. STEC, duly authorized City Clerk of Wyandotte, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City Council on September 26, 2016 said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.



Lawrence S. Stec
City Clerk

Compound Period : Semiannual

Nominal Annual Rate : 2.500 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/01/2017	2,400,000.00	1		
2 Payment	07/01/2018	100,000.00	1		
3 Payment	01/01/2019	50,000.00	1		
4 Payment	07/01/2019	50,000.00	1		
5 Payment	01/01/2020	50,000.00	1		
6 Payment	07/01/2020	50,000.00	1		
7 Payment	01/01/2021	50,000.00	1		
8 Payment	07/01/2021	50,000.00	1		
9 Payment	01/01/2022	150,000.00	1		
10 Payment	07/01/2022	150,000.00	1		
11 Payment	01/01/2023	200,000.00	1		
12 Payment	07/01/2023	200,000.00	1		
13 Payment	01/01/2024	300,000.00	1		
14 Payment	07/01/2024	300,000.00	1		
15 Payment	01/01/2025	400,000.00	1		
16 Payment	07/01/2025	400,000.00	1		
17 Payment	01/01/2026	316,846.10	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 04/01/2017				2,400,000.00
2017 Totals	0.00	0.00	0.00	
1 07/01/2018	100,000.00	75,710.21	24,289.79	2,375,710.21
2018 Totals	100,000.00	75,710.21	24,289.79	
2 01/01/2019	50,000.00	29,696.38	20,303.62	2,355,406.59
3 07/01/2019	50,000.00	29,442.58	20,557.42	2,334,849.17
2019 Totals	100,000.00	59,138.96	40,861.04	
4 01/01/2020	50,000.00	29,185.61	20,814.39	2,314,034.78
5 07/01/2020	50,000.00	28,925.43	21,074.57	2,292,960.21
2020 Totals	100,000.00	58,111.04	41,888.96	
6 01/01/2021	50,000.00	28,662.00	21,338.00	2,271,622.21
7 07/01/2021	50,000.00	28,395.28	21,604.72	2,250,017.49
2021 Totals	100,000.00	57,057.28	42,942.72	
8 01/01/2022	150,000.00	28,125.22	121,874.78	2,128,142.71
9 07/01/2022	150,000.00	26,601.78	123,398.22	2,004,744.49
2022 Totals	300,000.00	54,727.00	245,273.00	
10 01/01/2023	200,000.00	25,059.31	174,940.69	1,829,803.80

Date	Payment	Interest	Principal	Balance
11 07/01/2023	200,000.00	22,872.55	177,127.45	1,652,676.35
2023 Totals	400,000.00	47,931.86	352,068.14	
12 01/01/2024	300,000.00	20,658.45	279,341.55	1,373,334.80
13 07/01/2024	300,000.00	17,166.69	282,833.31	1,090,501.49
2024 Totals	600,000.00	37,825.14	562,174.86	
14 01/01/2025	400,000.00	13,631.27	386,368.73	704,132.76
15 07/01/2025	400,000.00	8,801.66	391,198.34	312,934.42
2025 Totals	800,000.00	22,432.93	777,567.07	
16 01/01/2026	316,846.10	3,911.68	312,934.42	0.00
2026 Totals	316,846.10	3,911.68	312,934.42	
Grand Totals	2,816,846.10	416,846.10	2,400,000.00	

City of Wyandotte
 Analysis of Debt Service Fund
 October 10, 2016

FY	Principal	Interest 11/1	Interest 5/1	Total	2.5166 Mills Estimated Revenue*	End of Year Fund Balance	
2006	325,000.19	82,285.83	77,025.00	484,311.02	1,102,859.00		< ----- beginning fund balance
2007	631,929.31	86,768.33	364,873.14	1,083,570.78	1,141,260.61	1,416,239.00	actual
2008	797,006.14	264,288.34	281,160.03	1,342,454.51	1,172,975.75	1,619,706.00	actual
2009	1,130,931.95	249,133.33	248,528.12	1,628,593.40	1,632,469.00	1,349,302.00	actual
2010	1,202,852.72	246,410.29	230,716.12	1,679,979.13	1,193,013.98	938,025.27	actual
2011	1,329,664.25	218,157.94	209,387.83	1,757,210.02	1,220,762.92	384,516.90	actual
2012	950,000.00	187,900.00	187,900.00	1,325,800.00	1,352,221.06	3,856.69	actual
2013	1,100,000.00	169,525.00	169,525.00	1,439,050.00	1,509,142.39	73,949.08	actual
2014	691,091.30	201,979.35	201,979.35	1,095,050.00	1,114,142.64	136,095.00	actual
2015	944,753.70	8,997.75	108,007.50	1,061,758.95	1,111,924.00	200,041.00	actual
2016	857,749.20	110,130.72	110,130.72	1,078,010.63	1,147,278.00	269,308.37	budget
2017	970,629.53	130,521.60	130,521.60	1,231,672.73	1,140,772.00	178,407.64	budget
2018	1,021,381.65	89,345.54	89,345.54	1,200,072.73	1,051,179.72	29,514.63	
2019	705,799.48	123,451.17	123,197.37	952,448.02	1,010,691.52	87,758.13	
2020	833,806.88	93,638.31	93,378.13	1,020,823.31	1,020,798.43	87,733.25	
2021	595,760.68	80,278.31	80,011.59	756,050.58	1,031,006.42	362,689.09	
2022	808,211.53	73,793.61	72,270.17	954,275.31	1,041,316.48	449,730.26	
2023	827,068.14	60,609.31	58,422.55	946,100.00	1,051,729.65	555,359.90	
2024	1,037,174.86	46,708.45	43,216.69	1,127,100.00	1,062,246.94	490,506.84	
2025	1,252,567.07	30,181.27	25,351.66	1,308,100.00	1,072,869.41	255,276.26	
2026	782,934.42	10,961.68	7,050.00	800,946.10	1,083,598.11	537,928.26	
	18,796,313.00	2,565,066.12	2,911,998.10	24,273,377.22	24,264,258.02		

scheduled
 120 k sharing
 320 k sharing
 320 k sharing
 130 k sharing
 130 k sharing
 150 k sharing
 150 k sharing
 50 k sharing

		Initial Debt Principal	Outstanding Principal 9/30/2016
Building Renovation	Expires 2020	\$ 892,272.71	892,272.71
DPS Snow Plowing Equip	Expires 2022	\$ 442,351.32	442,351.32
Central Fire Station Renovation	Expires 2026	\$ 2,400,000.00	-
Police/Court/Yack	Expires 2026	\$ 5,820,000.00	5,125,000.00

* Assumes 1.0% increase from 2016 through 2026. Also includes operating transfer of \$200k in 2013FY.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **11**

ITEM: Various Services performed by the City of Wyandotte

PRESENTER: Todd Drysdale, City Administrator



INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: Attached is a list of services performed by the Department of Public Service that have not been paid. In accordance with Section 222 of the City Charter, said charges should be placed as a special assessment against property.

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

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

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The City Assessor to spread said charges on the 2016 Winter Tax Roll.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur with recommendation.

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: Concur with recommendation.



LIST OF ATTACHMENTS: Special Assessment Roll for 2016 Winter Tax Roll

MODEL RESOLUTION:

RESOLVED by City Council that Council hereby concurs in the recommendation of the City Administrator in his communication regarding the list of various services performed by the Department of Public Service; AND

BE IT FURTHER RESOLVED that Council directs the City Assessor to spread said charges on the 2016 Winter Tax Roll.

I move the adoption of the foregoing resolution.

MOTION by Councilperson _____

Supported by Councilperson _____

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

		Live Run			
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 001 04 0380 300	JP MORGAN CHASE BANK	GRASS	200.00	0.00	200.00
57 001 05 0034 000	DENNIS/NANCY KELSEY	GRASS	400.00	0.00	400.00
57 001 05 0070 000	HASTINGS, LEO	GRASS	200.00	0.00	200.00
57 001 06 0011 002	KHOURY, JOSEPH/ROSANNE	GRASS	200.00	0.00	200.00
57 001 07 0096 000	JOHN WHITE	GRASS	400.00	0.00	400.00
57 003 01 0115 002	DAUM, THOMAS E	GRASS	200.00	0.00	200.00
57 003 02 0165 002	WOOD, FRANCES	GRASS	200.00	0.00	200.00
57 003 02 0185 000	CPI HOUSING FUND LLC	GRASS	800.00	0.00	800.00
57 003 04 0063 002	CINDY JOHNSTON	GRASS	200.00	0.00	200.00
57 003 07 0139 001	WYANDOTTE HOLDINGS LLC	GRASS	200.00	0.00	200.00
57 003 07 0169 001	MIA'S CAR WASH	GRASS	200.00	0.00	200.00
57 003 08 0379 000	LAWITZKE, LOUISE	GRASS	200.00	0.00	200.00
57 003 08 0549 000	LAPORTE, TIMOTHY	GRASS	200.00	0.00	200.00
57 004 01 0108 000	156 BENNETT STREET LLC	GRASS	200.00	0.00	200.00
57 004 10 0036 000	PROFESSIONAL PROCESSING & CONSULTING	GRASS	600.00	0.00	600.00
57 004 10 0058 000	SIMPSON, TIMOTHY	GRASS	200.00	0.00	200.00
57 004 10 0062 000	CHARTER ONE BANK	GRASS	200.00	0.00	200.00
57 004 17 0015 000	DAVIS DONALD ESTATE	GRASS	200.00	0.00	200.00
57 004 17 0017 000	JASON M. STEPHENS	GRASS	200.00	0.00	200.00
57 004 23 0111 002	ATCHIE SALISBURY	GRASS	200.00	0.00	200.00
57 004 26 0061 000	MANN, JAMES/DORLA	GRASS	200.00	0.00	200.00
57 004 29 0002 000	BCMT O'HARA, LLC	GRASS	200.00	0.00	200.00
57 005 02 0014 000	HOME VENTURES ENTERPRISES LLC	GRASS	600.00	0.00	600.00

Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 005 06 0095 002	ANGEL GEORGE/ELAINE	GRASS	200.00	0.00	200.00
57 005 07 0077 002	GREENE, MARK	GRASS	200.00	0.00	200.00
57 005 07 0099 000	FRANCISCO/BEATRIZ AREVALO	GRASS	400.00	0.00	400.00
57 005 07 0102 002	SHUPICK, THOMAS	GRASS	600.00	0.00	600.00
57 005 07 0326 000	VALERIE PARISH	GRASS	200.00	0.00	200.00
57 006 01 0006 301	JP MORGAN CHASE BANK	GRASS	400.00	0.00	400.00
57 006 02 0160 002	DEUTSCHE BANK NATIONAL TRUST	GRASS	400.00	0.00	400.00
57 006 03 0484 000	JILL EVELETH	GRASS	400.00	0.00	400.00
57 006 03 0496 002	MICHAEL FRENCH	GRASS	600.00	0.00	600.00
57 006 05 0167 000	TOWNSEND KRISTEN	GRASS	200.00	0.00	200.00
57 007 10 0006 302	CHAZ BAR AND GRILL	GRASS	200.00	0.00	200.00
57 007 10 0058 000	RUTH/STANLEY HONHERA	GRASS	200.00	0.00	200.00
57 007 10 0074 000	SETERUS INC.	GRASS	200.00	0.00	200.00
57 010 06 0001 004	MARGARET BROWN	GRASS	400.00	0.00	400.00
57 010 23 0002 000	TOBY, ROBERT	GRASS	200.00	0.00	200.00
57 012 10 0082 000	CHRISTOPHER WACHNER	GRASS	800.00	0.00	800.00
57 013 05 0054 000	DOUGLAS/CORRINNE LEBLANC	GRASS	400.00	0.00	400.00
57 013 15 0035 301	TINE PERZANOWSKI	GRASS	600.00	0.00	600.00
57 014 10 0004 002	LEE WISNIEWSKI	GRASS	200.00	0.00	200.00
57 014 21 0006 000	Emmert, Raymond	GRASS	400.00	0.00	400.00
57 016 02 0363 002	PAUL TARABULA	GRASS	200.00	0.00	200.00
57 016 03 0002 000	GRAB & GO MART, LLC	GRASS	125.00	0.00	125.00
57 016 03 0048 303	MORTGAGE ELECTRONIC REGISTRATIONS	GRASS	800.00	0.00	800.00

Live Run						
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred	
57 016 03 0189 000	Vincent, Kathy/Lawrence	GRASS	200.00	0.00	200.00	
57 016 05 0114 002	PORT WASHINGTON PROPERTIES LLC	GRASS	200.00	0.00	200.00	
57 016 05 0147 000	SECRETARY OF HUD	GRASS	200.00	0.00	200.00	
57 016 05 0302 000	KAVAYA, BRUCE/GLORIA	GRASS	200.00	0.00	200.00	
57 017 05 0253 000	OAK WYANDOTTE LLC	GRASS	200.00	0.00	200.00	
57 017 11 0002 000	VILLANEUVA, VINCENT	GRASS	400.00	0.00	400.00	
57 017 13 0189 302	HEALTH INDUSTRY PROPERTIES, LLC	GRASS	200.00	0.00	200.00	
57 018 01 0009 000	KEEZER, JASON	GRASS	200.00	0.00	200.00	
57 018 01 0051 000	HILL, JULIUS	GRASS	200.00	0.00	200.00	
57 018 01 0073 002	SINKIEWICZ, STANLEY/DOROTHY	GRASS	200.00	0.00	200.00	
57 018 01 0306 000	STEPHEN BARTLETT	GRASS	200.00	0.00	200.00	
57 018 02 0757 000	FREEDOM MORTGAGE	GRASS	200.00	0.00	200.00	
57 018 02 0817 000	H & H RESIDENTIAL LLC	GRASS	200.00	0.00	200.00	
57 018 02 0843 002	BELISLE CONSTRUCTION CO INC.	GRASS	200.00	0.00	200.00	
57 018 02 0860 002	GOZZALEZ, ELISSA	GRASS	200.00	0.00	200.00	
57 018 02 0993 002	SEVEN INTERNATIONAL LLC	GRASS	200.00	0.00	200.00	
57 018 09 0019 002	DARLENE TAYLOR	GRASS	200.00	0.00	200.00	
57 020 07 0008 002	AUDREY CRAIG	GRASS	200.00	0.00	200.00	
57 020 24 0003 000	SIELOFF, TAMMY	GRASS	200.00	0.00	200.00	
57 021 10 0007 000	METRO ELECTRIC & LIGHTING INC.	GRASS	200.00	0.00	200.00	
57 021 13 0003 000	JOAN FAWCETT BARKER	GRASS	200.00	0.00	200.00	
57 021 14 0065 000	OCWEN LOAN SERVICING LLC	GRASS	200.00	0.00	200.00	
57 022 11 0237 002	DETROIT TUBULAR RIVET	GRASS	800.00	0.00	800.00	

Live Run

Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
----->	Totals	GRASS	20,125.00		
----->	Grand Total		20,125.00		

Live Run

Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 004 10 0058 000	SIMPSON, TIMOTHY	OUT	196.47	0.00	196.47
57 005 06 0095 002	ANGEL GEORGE/ELAINE	OUT	595.19	0.00	595.19
57 005 07 0099 000	FRANCISCO/BEATRIZ AREVALO	OUT	457.89	0.00	457.89
57 006 03 0496 002	MICHAEL FRENCH	OUT	133.71	0.00	133.71
57 012 12 0004 303	FINCH, GRANT	OUT	50.00	0.00	50.00
57 013 07 0022 000	TROMBLEY, RODNEY	OUT	50.00	0.00	50.00
57 013 15 0035 301	TINE PERZANOWSKI	OUT	54.19	0.00	54.19
57 014 21 0006 000	Emmert, Raymond	OUT	445.68	0.00	445.68
57 017 11 0002 000	VILLANEUVA, VINCENT	OUT	50.00	0.00	50.00
57 018 02 0860 002	GOZZALEZ, ELISSA	OUT	160.77	0.00	160.77

-----> Totals OUT 2,193.90

-----> Grand Total 2,193.90

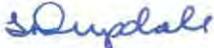
Live Run					
Cust ID	Customer Name	Item Code	Balance	Additional	Tot Transferred
57 001 04 0192 000	ROBERTSON, NICOLE	WEEDS	40.00	0.00	40.00
57 004 23 0109 000	TOMARI, YOICHIRO	WEEDS	50.00	0.00	50.00
57 007 08 0153 000	JUAN ESQUIVEL	WEEDS	40.00	0.00	40.00
57 016 04 0737 000	AGUIRRE, DENNIS	WEEDS	60.00	0.00	60.00
57 018 02 0814 002	BUCK, PAM	WEEDS	10.00	0.00	10.00
57 020 34 0020 000	WALKER, NORM	WEEDS	60.00	0.00	60.00
----->	Totals WEEDS		260.00		
----->	Grand Total		260.00		

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **12**

ITEM: Service Agreement with Downriver Utility Wastewater Authority

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City has had a Service Agreement with the County of Wayne since 1962 which specifies the duties and responsibilities of each party relative to conveyance and treatment of wastewater. This agreement expired in 2012. Since that time, the thirteen (13) communities that comprise the Downriver Sewage Disposal System (DSDS) have formed the Downriver Utility Wastewater Authority (DUWA) to negotiate a successor agreement with the County. Through these negotiations, a Definitive Agreement has been reached that includes DUWA purchasing the DSDS from the County of Wayne and becoming the owner of the system. It is envisioned that DUWA would hire a private operator for the system and the savings achieved would cover the purchase price of the transaction. Due diligence is still being performed to determine if this course of action will ultimately be achieved.

Each of the communities that comprise the DSDS need to adopt a service agreement that outlines the duties and responsibilities of the Authority (DUWA) and the communities that comprise it. This preliminary step needs to be achieved prior to being able to finance the purchase price, transfer existing debt, and ultimately decide if the purchase transaction is feasible.

As such, it is recommended that the attached Service Agreement for the Downriver Sewage Disposal System be approved.

STRATEGIC PLAN/GOALS: To be fiscally responsible and provide the best services

ACTION REQUESTED: Approve the Service Agreement as presented.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: N/A

IMPLEMENTATION PLAN: The City Administrator and City Engineer will continue to represent the City of Wyandotte on the DUWA Board. The decision to become an owner of the system or customer as well as whether to purchase the system will be brought back to the City Council for approval.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Approved as to Form

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

1. Service Agreement
2. Summary material presented to DUWA Board

MODEL RESOLUTION:

Resolved by the City Council that Council concurs with the recommendation of the City Administrator as set forth in his communication dated November 21, 2016 relative to the Service Agreement for the Downriver Sewage Disposal System is received and placed on file and

Further, concurs with the recommendation to approve the Service Agreement as presented

**DOWNRIVER SEWAGE DISPOSAL SYSTEM
SERVICE AGREEMENT**

This Sewage Disposal System Service Agreement (hereinafter "Agreement") entered into this 13th day of October, 2016, by and between the Downriver Utility Wastewater Authority, a Michigan Authority created and governed under the provisions of Act 233, Public Acts of Michigan, 1955, as amended (hereinafter referred to as the "DUWA"), and the City of Belleville, City of Ecorse, City of Lincoln Park, City of River Rouge, City of Southgate, City of Wyandotte, City of Allen Park, City of Taylor, City of Dearborn Heights, City of Romulus, City of Riverview, Charter Township of Van Buren, and Charter Township of Brownstown, Michigan municipal corporations (hereinafter referred to as the "Community(ies)") located in Wayne County, relating to the acquisition, improvement, enlargement, extension, operation and use of a certain sewage disposal system owned and operated by the DUWA and serving the Communities (the "System"). The Community(ies) and the DUWA are collectively referred to as the "Parties" or "Party". The Parties understand that this Agreement will be executed by each Community prior to DUWA's acquisition of the System. This Agreement shall be immediately binding on the Parties upon execution by all the Parties, but shall only be implemented upon the DUWA acquiring ownership of the System.

WITNESSETH

WHEREAS, 1955 PA 233, as amended ("Act 233") authorizes an authority to acquire sewage disposal systems such as the System; and

WHEREAS, the DUWA is negotiating the acquisition of the System from the County of Wayne, a Michigan county corporation (the "County"); and

WHEREAS, by the terms of Act 233, the DUWA and the Communities are authorized to enter into a contract to provide for the acquisition; improvement, enlargement or extension of a sewage disposal system and for the payment of the cost thereof by the Communities, with interest; and

WHEREAS, the Parties have jointly agreed that if the DUWA completes the acquisition of the System, the DUWA shall operate the System and acquire the System from the County consistent with this Agreement; and

WHEREAS, the System has undergone a major expansion and renovation as a result of U.S. Environmental Protection Agency ("EPA") and Michigan Department of Environmental Quality ("MDEQ") mandates which were set forth in a Consent Decree dated May 24, 1994 in the matter of *USA, et al vs Wayne County Michigan, et al*, Civil Action No. 87-70992, filed in the U.S. District Court – Eastern District of Michigan, Southern Division; and

WHEREAS, as a result of said renovation and expansion, the County issued bonds in the aggregate amount of approximately \$285 million pursuant to a Financing Plan and Final Judgment entered in the above referenced matter on March 14, 1994; and the County and the Communities have pledged their full faith and credit in the support and payment of those bonds as provided for in the 1962 Contract; and

WHEREAS, the Consent Decree was terminated by Court Order on November 28, 2005; and

WHEREAS, subsequent to the acquisition of the System, the Parties have agreed to enter into a new service agreement for the management, operation and, if necessary, the expansion of a System, to transport, treat, and dispose of Wastewater, as set forth below; and

WHEREAS, the Parties agree that certain responsibilities and functions regarding overall management of the System as specified herein shall be transferred from the County to the DUWA and the Parties agree that the DUWA Board of Commissioners (hereinafter referred to as the "DUWA Board") shall supervise implementation of this Agreement, through which the Parties will exercise their shared decision making authority over the specified matters; and

NOW THEREFORE, in consideration of the mutual covenants, benefits and other consideration set forth below, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions, or pronouns used in their stead, shall be construed as follows:

"Agreement" means each of the various provisions and parts of this document, including all attached Exhibits and any amendments thereto, as may be executed by the duly authorized representatives of the Parties, and approved by each Community and the DUWA.

"Bypass" means the intentional diversion of waste streams from any portion of the sewage collection, transport, or treatment system, except as authorized by the NPDES permit.

"Capital Improvement" means any project with a cost of \$500,000 or more which increases the capacity of the System or a System component, or which extends the useful life of the System or a System component.

"Combined Sewer" means a sewer that is intended to convey both sanitary wastewater and storm water drainage.

"Community" means each of the municipal corporations that are designated herein as parties to this Agreement.

"Community Connection" means the point at the terminus of the Local Sewer System where the Community's pipe connects to the System either directly or via a Drainage District.

"Controlled Flow Communities" means those Communities or portions of Communities whose flow is conveyed through the Riverdrive Interceptor and whose respective Maximum Allowable Wet Weather Flow Limit is established as a specified peak flow rate. The "Controlled Flow Communities" are River Rouge, Ecorse, Lincoln Park, Allen Park (partial), Southgate (partial) and Wyandotte.

"Corrective Action Plan" or "CAP" means a document which identifies the steps needed to be taken by a Community, the DUWA and/or Communities to attain compliance with the Maximum Allowable Flow Limits established in this Agreement and a schedule for completing those steps.

"County" means the Charter County of Wayne.

"Current rate methodology" means the procedure whereby monthly billings are determined from a two step process which includes (1) the computation of each Community's Base Flow as derived from water consumption records for the portion of the Community that is served by the System, and (2) a computation of each Community's share of the Excess Flow using a formula which references statistical information relating to the flow derived from various types of sewers including Combined Sewers, Separated Sewers with Footing Drains and Separated Sewers with no Footing Drains. Excess flow is the quantity of flow delivered to the Treatment Plant not including the Base Flow. For rate making purposes the Excess Flow quantity shall be adjusted to reflect a multi-year average of data to account for variations in annual precipitation, and will be billed at a flat monthly amount.

"Customer" or "Customer Community" means any Community whose wastewater is transported and treated by the System, but who is not a member of the Downriver Utility Wastewater Authority as set forth in the Authority's Articles of Incorporation.

"Design Storm Event" means 4.42 inches of rainfall in 24 hours, used (per requirement of the Michigan Department of Environmental Quality) to design the Downriver Storage and Transport Tunnel, and various improvements to the Treatment Plant, during the period 1995 through 1999, as may be amended.

"Drainage District" means any entity established under Public Act 40, 1956 which includes facilities for the storage, conveyance or treatment of sanitary sewage generated within the Service Area of the System.

"Dry Weather Day" means any day within which no measurable response in flow rate to rainfall or snowmelt as recorded at any of the rain gages used for the System Monitoring Plan within the Service Area, and the 96 hour period immediately following the initiation of rainfall or snowmelt, and any day during which a wet weather storage facility is being dewatered. Example: If measurable rainfall for the month of June is recorded on June 5, June 8 and June 14, and the Wet Weather Storage Facilities are being dewatered on June 6, June 9 and June 15, the "Dry Weather Days" would be June 1, 2, 3, 4, June 12, June 13, and June 18 – June 30.

"Dry Weather Flow" means the Flow which is contributed on a Dry Weather Day.

"Excess Wet Weather Infiltration and Inflow" means the infiltration and inflow that can economically be eliminated from the System by rehabilitation as determined by a cost effectiveness analysis that compares the cost of correcting and removing the infiltration/inflow to the total cost of transporting and treating the infiltration/inflow.

"Flow" means wastewater delivered by a Community from the Community's Service Area to the System. It shall include Wastewater from: residences, businesses, commercial establishments, institutions, industries and Significant Industrial Users; groundwater infiltration in dry weather; and wet weather Infiltration and Inflow.

"Indirect Costs" means expenses charged to or incurred by the System for services provided by the DUWA other than the direct charges for operating, maintaining, and financing the System. Indirect Costs include charges for administrative, managerial and support staff for employees, other material or service providers, contractors and vendors whose work product is either not directly or fully related to operation and maintenance of the System. Indirect Costs include, but are not limited to outside legal and other professional services retained to assist on litigation or other issues related to the System.

"Industrial Pretreatment Program" means the program by which discharges from industrial customers are regulated in accordance with the requirements of regulations established by U.S. EPA pursuant to 40 CFR Part 403.

"Infiltration" means any water or groundwater that enters the System or the Local Sewer System through such means as, but not limited to, defective pipes, pipe joints, connections, and manhole walls.

"Inflow" means the storm water that enters the sanitary sewer System or the Local Sewer System through, by way of example, but not limited to, direct connection of downspouts, sump pumps, foundation drains and/or storm sewers.

"Institutions" means any nonprofit or quasi-public users or institutions such as a church, library, public or private school, hospital, or municipally owned or operated building, structure or land used for a public purpose as may be defined in the local zoning ordinance.

"Local Sewer System" means those wastewater facilities which are connected to the System but which are owned, operated and maintained by a Community or a Drainage District. Local Sewer Systems may include collector sewers, trunk sewers, manholes, junction chambers, regulators, pumping stations, Wet Weather Storage Facilities and other appurtenances.

"Maximum Allowable Flow Limit" means the maximum allowable Flow that a Community may deliver to the System for either Dry Weather Flow, if applicable, and/or Wet Weather Flow, as identified in Exhibits A and/or B, respectively.

"MDEQ" means the Michigan Department of Environmental Quality, or its successor agency.

"Meter" means a Flow meter.

"MGD" means a rate of Flow equal to million gallons per day.

"Non-Controlled Flow Communities" means those communities or portions of communities whose Flow is not conveyed through the Riverdrive Interceptor and whose Maximum Allowable Wet Weather Flow is established as a specified volume of Flow generated during a Design Storm Event. The "Non-Controlled Flow Communities" are Belleville, Van Buren Township, Romulus, Taylor, Dearborn Heights, Allen Park (partial), Southgate (partial), Brownstown Township and Riverview.

"NPDES Permit" means the National Pollutant Discharge Elimination System Permit issued to the DUWA regulating the discharge from the System under Public Law 92-500 as amended (the federal Clean Water Act).

"Notices" means all notices, consents, approvals, requests and other communications required to be given under the terms of this Agreement.

"Operation and Maintenance" or "O & M" means those expenses which are incurred to keep all equipment and processes running properly. O & M includes routine and non-routine repair and replacement of equipment, as well as preventive measures to keep units functioning and avoid breakdowns.

"Overflow" means the Wastewater that is collected in the Local Sewer Systems, but which is discharged to the environment without receiving treatment at the Treatment Plant.

"Owner" or "Owner Community" means any Community who is a member of the Downriver Utility Wastewater Authority as specified in the Authority's Articles of Incorporation.

"Sanitary Sewer" means a sewer that is intended to convey sanitary Wastewater and a limited amount of infiltration and inflow, but which is not intended to convey stormwater drainage.

"Services" means the conveyance, storage, and treatment of Flow delivered by the Communities to the System.

"Service Area" means the geographical area as shown on Exhibit C which establishes the area within which Wastewater is generated and can be conveyed through the System for treatment and discharge at and from the Treatment Plant.

"Sewer Use Regulations" means rules and regulations as may be adopted by the DUWA that establishes standards for the design, construction, operation, and usage of sewers and other terms and conditions for the discharge of Wastewater into the System, including the DUWA's Industrial Pretreatment Program.

"Significant Industrial Users" means those all industrial users subject U.S. EPA's Categorical Pretreatment Standards under 40 CFR Part 403 and 40 CFR Chapter I, Subchapter N, as amended, and any other industrial user that is defined as a Significant Industrial User in the Sewer Use Regulations.

"System" means the Downriver Sewage Disposal System including the Treatment Plant, all interceptors, bypasses, outfalls, Flow metering devices, pump stations, tunnels, sewage treatment systems, and related facilities and equipment used to provide Services.

"System Costs" means all costs and expenses incurred in operating, maintaining, and financing the System. System Costs include, but are not limited to the following:

1. A fund in such amount as shall be determined by the DUWA for the repair, replacement and improvements of the physical assets of the System;
2. All costs necessary to upgrade, alter, modify, expand and improve the System to comply with all applicable federal and state laws, rules and regulations, including Capital Improvements;

3. The direct costs of operating and maintaining the System, the costs of governance and oversight by the DUWA Board pursuant to Article 6 of this Agreement, and other reasonable and necessary costs and expenses relating to the System, including the costs of insurance;
4. Costs of defending and settling/satisfying claims against the DUWA and/or the System related to the System;
5. The DUWA's Indirect Costs incurred in operating, maintaining, and financing the System; and
6. The cost of financing any System cost and expense, including costs of bonded indebtedness.

"System Monitoring Plan" means a plan, as may be amended, that establishes how Flow into the System from each of the Communities shall be measured. The current plan was adopted on November 8, 2012.

"Treatment Plant" means the Downriver Wastewater Treatment Facility located at Biddle and Pennsylvania in Wyandotte, Michigan.

"Wastewater" means the combination of the liquid and water-carried wastes from residences, commercial buildings, institutions, industrial plants, and Significant Industrial Users, whether treated or untreated, which are contributed to or permitted to enter the System. Wastewater may also contain Inflow and Infiltration and cooling water.

"Wet Weather Event" means the period of time beginning with a measurable increase above the Dry Weather Flow rate as a result of rainfall or snowmelt, and continuing for 96 hours thereafter.

"Wet Weather Flow" means the Flow contributed over a 96-hour period after the onset of a Wet Weather Event.

"Wet Weather Storage Facilities" means combined sewer overflow retention treatment basins, equalization basins, or other facilities which are used to store and/or treat excess Wet Weather Flows and which may subsequently be dewatered to the System.

"Wet Weather Tunnel" means the 15 million gallon tunnel constructed as part of the 1994 Consent Judgment to provide capacity to store and convey Wet Weather Flows generated in the Non-Controlled Flow Communities.

Article 2.

**Delivery of Flow, Operation and Maintenance of
Local Sanitary Sewers and Connections to System**

- 2.01 Delivery of all Flow from Within the Service Area. Each Community shall deliver to the System all of the Flow generated from the Community's Service Area as depicted in Exhibit C except for the following:
1. Flows approved to be delivered to other systems as may be authorized pursuant to Section 3.03 of this Agreement;
 2. Bypasses and Overflows;
 3. Wastewater from septic systems and other private on-site sewage disposal systems within the Service Area; and
 4. Direct discharges of wastewater to receiving waters from facilities as authorized by applicable NPDES permits.
- 2.02 Local Sewer System Operation and Maintenance. Each Community shall, operate and maintain, at its expense, the sanitary sewers and related infrastructure by which Flow is collected and delivered to the System. Each Community shall properly operate and maintain its Local Sewer System including, but not be limited to the removal of Excess Wet Weather Infiltration and Inflow (I/I).
- 2.03 Compliance with Rules and Regulations. Each Community shall comply with all permit requirements, rules and regulations applicable to sewer design, construction permits and allowable wastes, including but not limited to the DUWA Sewer Use Regulations and any other standards adopted by the DUWA.
- 2.04 Local Sewer System Connections to the System. Each Community must deliver all Flow to the System at defined connection points approved by the DUWA. Each Community shall, at its expense, make, operate and maintain all Community Connections to the System, and secure written consent from the DUWA for any new Community Connections, which consent shall not be unreasonably withheld. The Community shall obtain all necessary permits prior to initiating construction of any new Community Connections to the System. The DUWA shall have no responsibility for operating or maintaining any portions of a Local Sewer System.
- 2.05 Acceptance of Flow From Outside the Service Area. The Communities shall not deliver to the System any wastewater originating in any area outside of the specified Service Area without the prior written consent of the DUWA, which consent shall not be unreasonably withheld. The System shall not be obligated by this Agreement to convey, store or treat Flow that originates outside the Service Area, except as authorized in this Article. Van Buren Township is authorized to convey stored Wet Weather Flow from its Equalization Basin ("EQ Basin") into the

System from any territory within Van Buren's corporate boundaries served by the Rouge Valley Sewage Disposal System, the South Huron Valley Utility Authority's system, or the System provided that the approved operation and maintenance procedures for the EQ Basin are followed, and also provided that the Flows contributed by Van Buren Township during and after Wet Weather Events are within the Maximum Allowable Flow Limit as set forth in Article 3 and Exhibit B. The operation and maintenance procedures for the Van Buren Township EQ Basin may be updated or revised from time to time as necessary, subject to the approval of the DUWA, which approval shall not be unreasonably withheld.

- 2.06 Construction of New Sewer Facilities within the Service Area. Except as may be authorized pursuant to Section 3.04, no Community shall construct or permit the construction of any sanitary sewer in the Service Area that does not connect directly or indirectly to the System. Any new facilities for sanitary sewer overflow control, combined sewer overflow control, equalization basins, interceptors and relief sewers within the Service Area shall not be constructed without the prior written consent of the DUWA, which consent shall not be unreasonably withheld. All new sewer facilities and sewers constructed within the Service Area shall conform to the standards adopted by the DUWA including those which are set forth in the Sewer Use Regulations.
- 2.07 Changes in Jurisdiction. No change in the jurisdiction over any territory of a Community shall in any manner impair the Parties' obligations under this Agreement. In the event that all or any part of the territory of any Community is incorporated as a new city or is annexed to or becomes a part of the territory of another municipality, the municipality into which the Community territory is incorporated, or to which such territory is annexed, shall assume the proportionate share of the contractual and Flow obligations and otherwise comply with and be bound by this Agreement.
- 2.08 Changes in Service Area. The boundaries of the Service Area may be changed only by the express, written consent of the DUWA, which consent shall not be unreasonably withheld. However, any Community that obtains authorization to change its Service Area boundary shall remain obligated for any prior debt pursuant to the provisions of Article 5 of this Agreement.

Article 3.
Maximum Allowable Flow Limits

- 3.01 Maximum Allowable Flow Limits. Each Community shall have the right to deliver Flow to the System for transport, treatment and disposal up to the Maximum Allowable Flow Limits as set forth in Sections 3.04 and 3.05.

Each Community shall ensure that the Flow it delivers to the System is within its Maximum Allowable Flow Limits. The DUWA shall ensure that Flows delivered by the Communities up to the Maximum Allowable Flow Limits shall be accepted for treatment and disposal.

- 3.02 Transfer of Maximum Allowable Flow Limit.

1. Transfer to another Community. Any Community may, with the prior written consent of the DUWA, which consent shall not be unreasonably withheld, agree with any other Community to transfer any portion of its Maximum Allowable Flow Limit if the Community provides the DUWA with ninety (90) days prior written notice and provided that such transfer and agreement:
 - a. Will not cause the transferee Community to exceed its remaining Maximum Allowable Flow Limits as set forth in Exhibit A and/or Exhibit B;
 - b. Is to a Community that is physically located so as to make use of the transferred Flow in the interceptor;
 - c. Shall not affect, alter or diminish the obligations of the Community transferring a portion of its Maximum Allowable Flow Limit as set forth in this Agreement, including any obligation to pay in full all outstanding capital costs and any remaining rates and charges accumulated and/or assessed. Nothing herein precludes the transferring Community from assigning its responsibility for any remaining capital costs rates and/or charges to another Community that has been re-allocated some or all of the Community's Maximum Allowable Flow Limit, provided that the terminating Community shall remain ultimately responsible for the remaining capital costs, rates, and/or charges in the event the other Community fails to timely pay said capital costs, rates, and/or charges; and
 - d. Shall conform to System design parameters.

2. Transfer to a Non-Party. If any Community wishes to transfer any of its Maximum Allowable Flow Limit to a community that is not a party to this Agreement, each of the requirements set forth in subsection 1(a)-(d) apply. In addition, the Community must first provide written notice to the DUWA and the Communities and offer for 90 days that portion of its Maximum Allowable Flow Limit to the Communities.
 3. Unapproved Termination of Flow. A Community that terminates its Flow into the System with regard to all or part of its Service Area without an approved transfer under subsection 3.02.1 or 3.02.2, above, shall be in breach of this Agreement. In such event:
 - a. The Community shall remain responsible for all outstanding capital costs and any remaining rates and charges accumulated and/or assessed and shall either (1) pay in full all outstanding capital costs and any remaining rates and charges accumulated and/or assessed as of the date of such termination, or (2) enter into a contract guaranteeing monthly payments to the DUWA for the full amount of such capital costs, rates and/or charges, it being expressly understood and agreed that the DUWA may seek any and all available relief on behalf of the System for breach of this Agreement and shall be entitled to recover its reasonable litigation costs, including its actual attorney and expert fees, if the Community fails to fully perform as set forth in this subsection; and
 - b. That portion of the Community's Maximum Allowable Flow Limit so terminated or reduced shall be re-allocated at the discretion of the DUWA for the benefit of the System.
- 3.03 Delivery of Flow to Other Systems. A Community may request authorization to convey a portion of the Wastewater generated within the Service Area as designated in Exhibit C to other wastewater systems, and the DUWA may approve the request if it determines that this is in the best interest of the System, and that all other requirements of this Agreement are met. Such a transfer shall not affect, alter or diminish the obligations of the Communities as set forth in this Agreement, including any obligation to pay previously assessed System Costs. Van Buren Township is authorized to dewater and convey stored Wet Weather Flows generated within the Service Area to the South Huron Valley Utility Authority system in accordance with the approved EQ Basin operation and maintenance procedures. Romulus is authorized to allow the Detroit Metropolitan Wayne County Airport to discharge spent Aircraft Deicing Fluid ("ADF") to the Rouge Valley Sewer District in accordance with the approved operating protocol and the Industrial Discharge Permit.

3.04 Maximum Allowable Flow Limits – Non-Controlled Flow Communities.

1. Dry Weather Flow. Each of the Non-Controlled Flow Communities shall have the right to deliver Dry Weather Flow including all Wastewater (residential, commercial, and industrial) plus dry weather Infiltration and Inflow to the System up to the Maximum Allowable Flow Limit for Dry Weather Flow set forth in Exhibit A.
2. Increases to Dry Weather Flow Contributions. Actions which may result in Dry Weather Flow increases above those shown in Exhibit A including but not limited to new or increased discharges from industrial facilities and construction of new sewers within the Service Area, shall not be undertaken without the prior written approval of the DUWA. Any request for a proposed increase in the Dry Weather Flows from a Community shall be submitted to the DUWA and shall include the following:
 - a. A demonstration by the requesting Community that the increase will not adversely affect the performance of the System in both dry and wet weather (both the Treatment Plant and the interceptor system), and that the NPDES Permit limits will continue to be met; and
 - b. A demonstration by the requesting Community that there is sufficient transport and treatment capacity for the System such that a similar increase in allowable Dry Weather Flows could also be made available to all of the other Communities served by the System without adversely affecting the performance of the Treatment Plant and the interceptor system.

After the request has been reviewed, the DUWA may approve (with or without conditions) or deny the proposed increase, provided that any Community that disagrees with the DUWA's approval shall have the opportunity to pursue the matter under the Dispute Resolution provisions as set forth in Article 10 of this Agreement.

3. Wet Weather Flow. The Non-Controlled Flow Communities shall have the right to deliver Wet Weather Flow up to the Maximum Allowable Flow Limits set forth in Exhibit B.

3.05 Maximum Allowable Flow Limits – Controlled Flow Communities. Dry Weather Flows from Controlled Flow Communities are not subject to a separate Maximum Allowable Flow Limit under Exhibit A. The Controlled Flow Communities may, at their discretion, discharge any combination of Dry and Wet Weather Flows to the System provided that the total Flow rate does not exceed the Maximum Allowable Flow Limit for Wet Weather Flow established in Exhibit B.

3.06 Storage and Dewatering of Excess Wet Weather Flows.

1. General. Stored Wet Weather Flows may only be discharged to the System from existing or proposed Wet Weather Storage Facilities if authorized in writing by the DUWA, which authorization shall not be unreasonably withheld, based on a determination by the DUWA that the discharge of such Flows can be transported and treated by the System without adverse effects to the Communities, and that compliance with NPDES Permit limitations can be maintained.
2. Existing Wet Weather Storage Facilities. The existing Wet Weather Storage Facilities in the System that, upon authorization, may discharge stored Wet Weather Flows to the System are listed in Exhibit D. Dewatering of these facilities at the end of a Wet Weather Event shall be performed as soon as possible based on available transport and treatment capacity in the interceptors and at the Treatment Plant as authorized by the DUWA as provided in Section 3.06(1).
3. Proposed New Wet Weather Storage Facilities. Any Community seeking to construct a new Wet Weather Storage Facility shall obtain written approval from the DUWA, which approval shall not be unreasonably withheld, prior to constructing the facility. A request for approval to construct and operate Wet Weather Flow Storage Facilities must include an evaluation of the impacts of the facility on the System and treatment performance by the requesting Community, and shall specify the anticipated maximum dewatering rate and time period anticipated to be needed to fully dewater the storage facility.

Upon receipt of an application for a new Wet Weather Storage Facility, the request shall be distributed with the supporting information to the DUWA for review. The DUWA may approve (with or without conditions) or deny the proposed increase, provided that any Community which disagrees with the approval or denial shall have the opportunity to pursue the matter under the Dispute Resolution provisions as set forth in Article 10 of this Agreement. Any approval of a new Wet Weather Storage Facility shall include limitations and conditions on the initiation and termination of dewatering from the facility.

- 3.07 System Expansion and Increases to Maximum Allowable Flow Limits. It is recognized that it may be necessary to expand the System and/or increase the transport or treatment capacity of the System in the future in order to accommodate the needs of the Communities as growth and development takes place within the Service Area. The Parties hereto agree to work collaboratively to plan, design and construct such additional facilities as may be necessary, with the understanding that the costs for such expansion and/or increased capacity will be borne by the Communities benefitting from the expansion or capacity increase, and that any such expansion or increase in capacity shall not adversely affect the current rights to deliver Flows by any Community to the System up to its Maximum Allowable Flow Limits.

Article 4.

Determination of Non-Compliance with Maximum Allowable Flow Limits And Enforcement of Flow Limits

- 4.01 Monitoring to Determine Flow Contributions. Flow meters shall be operated and maintained by the DUWA throughout the System to provide data for the purpose of determining each Community's Flow contributions. The process currently used to monitor Flows from the Communities is set forth in the System Monitoring Plan. The DUWA shall use reasonable best efforts to maintain all the System's Flow meters and associated equipment in good working order, and shall regularly review meters to assess their accuracy. Additional temporary and/or permanent meters may be installed as necessary to further identify Flows contributed by individual Communities for those meter sites which record Flow from more than one Community. Computer models and/or other analytical tools may also be used to estimate Flow contributions. The DUWA may require a Community to conduct supplemental Flow monitoring to provide additional information about the Flows being conveyed to the System.
- 4.02 Meter Data Analysis. Meter data shall be compiled and analyzed by the DUWA. A report shall be periodically prepared by the DUWA and distributed to the Communities which describes the actual Dry and Wet Weather Flows contributed by each Community each month and the year-to-date average, along with a comparison of actual Flows to the Maximum Allowable Flow Limits and other relevant information. The methodology for analyzing Flow data may be modified from time to time as necessary. Metering data may be supplemented with computer modeling and/or other evaluation tools.

4.03 Non-Compliance with Maximum Allowable Limits. Any Community with Flow in excess of its Maximum Allowable Flow Limit as set forth in Exhibit A and/or B as applicable, may be deemed by the DUWA to be in non-compliance with this Agreement.

4.04 Corrective Action Plans. Any Community identified as being in non-compliance with its Maximum Allowable Flow Limit pursuant to Section 4.03 shall be so notified by the DUWA and the DUWA may require the Community in non-compliance to prepare and implement a CAP, provided that the DUWA shall have the discretion to waive an exceedance deemed by the DUWA to be minor and/or temporary.

Any Community that disagrees with the DUWA's finding of non-compliance shall have the opportunity to pursue the matter under the Dispute Resolution provisions of Article 10, and any requirement to prepare a CAP shall be deferred until the dispute is resolved. A Community which is deemed to be in non-compliance with its Maximum Allowable Flow Limit shall prepare a CAP that identifies the steps needed to be taken to attain compliance with the Maximum Allowable Flow Limit and a schedule for completing those steps. The CAP shall be developed and approved for implementation within six months after receipt of notification from the DUWA of non-compliance or within six months after resolving the dispute if the Community invokes the Dispute Resolution process. An extension of up to six additional months may be granted by the DUWA if necessary due to technical or financial constraints that preclude the preparation of the CAP in six months. Once prepared, the CAP shall be submitted to the DUWA and all Communities. The Community shall implement the CAP upon approval of the CAP by the DUWA. Notwithstanding the above, a CAP need not be prepared if the Community can demonstrate that it is in compliance with its Maximum Allowable Flow Limits based on additional Flow monitoring and such demonstration is acceptable to the DUWA in its reasonable discretion.

4.05 Enforcement and Sanctions. In addition to requiring a CAP, the DUWA may assess other appropriate sanctions against any Community for exceeding Maximum Allowable Flow Limits. No sanctions shall be imposed except as may be authorized by the DUWA based on a determination that sanctions are warranted in order to compel compliance by the Community or to ensure that the System is not subject to increased risk as a result of the violations. Any decision to impose a sanction shall be made on a case by case basis after providing opportunity for the subject Community to present information and evidence in support of its position. Sanctions which could potentially be imposed include, but are not limited to, the following:

1. Restriction on sewer construction;
2. Limitations on sewer taps for new industrial, commercial or residential customers;
3. Installation of Flow restriction measures within the Local Sewer in the vicinity of a Community's Connection to the System in order to prevent a Community from contributing more than its Maximum Allowable Flow Limit to the System;
4. Financial penalties of up to \$10,000 per day for each day of non-compliance; and/or
5. Legal or administrative actions necessary to enforce the provisions of this Agreement.

Provided, however, that any Community may contest any enforcement action including the assessment of sanctions pursuant to the Dispute Resolution provisions in Article 10 of this Agreement. Any monetary fines or penalties collected as a result of sanctions shall be used to offset System Costs.

- 4.06 Sewer Use Regulations. Nothing contained in this Agreement is intended to limit the DUWA's right to enforce the Sewer Use Regulations, the NPDES Permit requirements or to assess sanctions as set forth therein.

**Article 5.
System Operation and Payment of System Costs**

- 5.01 System Operation. The DUWA, subject to Article 6, shall operate and maintain the System and shall:
1. Provide Services for the Flow delivered by the Communities to the System within their respective Maximum Allowable Flows and in compliance with the Sewer Use Regulations and other applicable laws and regulations; and
 2. Use reasonable best efforts to operate and maintain the System in accordance with all NPDES Permit requirements and all applicable laws and regulations that apply to the System; and
 3. Perform other necessary duties and tasks relating to the operation, maintenance, management and administration of the System including those listed in Exhibit E
- 5.02 Payment of System Costs. Each Community shall timely pay all rates and charges approved under Article 6 and assessed by the DUWA. Such rates and charges shall be sufficient to pay for all System Costs. The DUWA is authorized to establish

a surcharge for Customer Communities to be assessed and paid in addition to the basic rates and charges which are applicable to Owner Communities. The DUWA shall use all methods available to collect rates and charges from any Community that does not timely pay such rates and charges. The Parties shall have no claim of setoff for charges billed by the DUWA for System Costs. Pursuant to Act 233, each Community shall include in the resolution adopting this Agreement an irrevocable pledge and assignment of an amount not to exceed twenty-five percent (25%) of the funds derived from the State Sales Tax levied, pursuant to law, and from time to time returned to that Community pursuant to Section 10 of Article IX of the Michigan Constitution of 1963, to pay that Community's contractual obligations under this Agreement. The resolution shall also authorize and direct the County Treasurer or any other official charged with the disbursement of said funds to withhold and pay over to the DUWA sufficient monies to make up any deficiencies of that Community's contractual obligations under this Agreement.

- 5.03 Payment Procedures. Invoices for each Community's share of System Costs shall be due and payable not more than thirty (30) calendar days from the date shown on the invoice. Fees for the base flow sewage disposal services are due and payable not more than forty-five (45) calendar days after the month of service. Any charges or portion of the charges that is not paid by the due date shall be subject to a finance charge at a rate of 1.5% per month for each month or fraction thereof that they remain unpaid. Any portion of the total invoice, plus any finance charges applied to the invoice which are not paid by the next invoice date, shall be shown on the next invoice as arrears. If the accuracy of an invoice is in dispute, the Community shall place the disputed amount of the invoice in an interest bearing escrow account maintained by the DUWA Treasurer pending resolution of the dispute and the finance charge shall thereupon cease. Accrued interest on the escrow account shall be allocated between the Parties directly proportional with the resolution of the dispute. The cost, if any, of maintaining the escrow account shall be allocated between the Parties inversely proportional with the resolution of the dispute. Disputes related to rates for System Costs charged by the DUWA are specifically excluded from the application of this Section 5.03.
- 5.04 Schedule of Rates. The rates for System Costs shall be made to each Community based on a schedule of rates prepared by the DUWA and approved pursuant to Article 6. Any rates specified in any such schedule shall be subject to adjustment by the DUWA, subject to Article 6, with proper notice as set forth in Section 5.05, if necessary in order to provide sufficient funds to pay for System Costs. Notwithstanding anything to the contrary in this Agreement, the current rate methodology utilized to set rates for the System for FY17 shall continue to be utilized for five (5) years subsequent to the adoption of this Agreement. The utilization of this rate methodology, or any rate methodology adopted in the future, shall not prohibit or limit the DUWA Board's ability to assess Customers or

Customer Communities the surcharge identified in Section 5.02 or to assess and enforce any fine, penalty, enforcement order, corrective plan or sanction imposed by the DUWA Board pursuant to Article 4 and/or Article 9 hereof.

- 5.05 Notification of Rates. As soon as practical in the ratemaking process, the DUWA shall provide information on proposed rates and the draft data and information used in the calculation of proposed rates, including detail of charges and flow rate charges, in a format that will enable the Communities to assist in the ratemaking process. The Communities will be provided 10-day prior written notice of any rate meetings. The DUWA shall provide each Community with written notice of a proposed rate and the underlying data used to calculate the rate charge. Upon written request, the DUWA Board or its designee(s) shall meet at least once with each Community to review the rate data.
- 5.06 Rates to be charged to individual users. Each of the Communities shall establish rates to be collected from its individual users that shall be sufficient to fund the rates and charges to be paid to the DUWA for System Costs.
- 5.07 Disclosure of Rate and Charge Information by Community. Each Community will disclose to its individual users annually information related to its rates and other charges.
- 5.08 Notification of Debt Issuance. Immediately upon the issuance of any debt to finance System Costs, the DUWA shall notify each of the Communities by written communication of the amortization schedule of payments of principal and interest, along with the proportionate share to be paid by each Community.
- 5.09 General Ledger Debt Service Cash Accounts. The DUWA shall maintain distinct debt service general ledger cash accounts for each Community for any funds remitted by Communities. These cash accounts will be used to track payments made to the DUWA for each Community's share of upcoming debt payments less actual payments made for principal, interest, and paying agent fees. No Community shall be in a negative cash balance position. If a negative cash balance position does occur, it shall be cured by the Community within thirty (30) days of being provided written notice by DUWA. In the event that a Community's cash account is in a negative position, the account will be charged with interest expense on a monthly basis at the average rate earned on DUWA's investment account. The DUWA shall use all methods available to compel a Community to cure their negative cash position. In addition, the DUWA shall not borrow funds from any Community general ledger cash account.

Article 6.
The DUWA Board

- 6.01 Responsibilities and Functions. Subsequent to the transfer of the System from the County to the DUWA, the DUWA Board (the "DUWA Board") shall be responsible for overseeing the management of the System with regard to the functions and responsibilities described in this Article 6.
- 6.02 Board Composition and Officers. The DUWA Board shall consist of one member from each Community who is designated as a constituent municipality in Article II of the DUWA Articles of Incorporation. The DUWA Board shall annually elect, by majority vote, a Chairperson and Vice-Chairperson to serve for a term of 1 year and shall conduct itself generally in accordance with its duly adopted Articles of Incorporation as amended.
- 6.03 Meetings. The DUWA Board shall meet upon proper prior notice at designated times and locations mutually agreeable to the greatest extent possible for all members. Regular meetings of the DUWA Board shall be scheduled to occur not less than quarterly. Special meetings may be called by written request of 3 or more of the DUWA Board members. As set forth in Article X of the DUWA Articles of Incorporation, A quorum constituting of a majority of the constituent municipality representatives or alternates is required to conduct business.
- 6.04 Voting. Each member shall have one vote on each matter voted upon by the DUWA Board; provided however, that the DUWA Board members shall use their best efforts to arrive at a consensus on all matters considered by the DUWA Board. All decisions by the DUWA Board shall be by majority vote at any meeting in which there is a quorum, except for those matters identified in Section 6.07 below, on which a supermajority shall be required for approval. Matters which have been presented to the DUWA Board for action but which have been tabled, referred to subcommittee for consideration and/or upon which further information is sought, shall not be acted upon by the DUWA, except in exigent circumstances.
- 6.05 Subcommittees. The DUWA Board may establish such subcommittees as it deems appropriate.
- 6.06 DUWA Board Responsibilities. The DUWA Board shall have the responsibilities set forth below. To the greatest extent possible as allowed by applicable legal requirements and absent exigent circumstances, the DUWA Board's decisions regarding the matters enumerated below shall be final:

1. Approval of Operational Budget. The DUWA Board shall review and approve the annual operational budget prepared by the DUWA;
 2. Approval of Rates and Charges. The DUWA Board shall establish and approve the rates and charges to be paid to the DUWA by the Communities for operation of the System for each ensuing fiscal year as set forth in Section 5.02;
 3. Allocation of System Costs/Flow. The DUWA Board shall review and approve the allocation of System Costs and any transfer of Maximum Allowable Flow Limits among the Communities;
 4. Issuance and Approval of Contracts. The DUWA shall be the contracting party with regard to all contracts related to the System. The DUWA Board shall vote on the award of all professional services and construction contracts where the contract amount exceeds \$50,000;
 5. Approval of Construction Change Orders. The DUWA Board shall review and approve any construction contract Change Order whose cost exceeds \$50,000. Change orders shall not be artificially divided so as to constitute a change order of less than \$50,000;
 6. Capital Improvements. The DUWA Board shall review and approve any proposed Capital Improvements and funding sources, and any bond sale or other debt instrument;
 7. Adoption of Maximum Allowable Flow Limits. The DUWA Board shall develop and approve Maximum Allowable Flow Limits for Dry Weather Flow (for Non-Controlled Communities) and for Wet Weather Flow as set forth in Section 3.01; and
 8. Acquisition and Disposition of Real Property. The DUWA Board shall review and approve any proposed acquisition and/or disposition of Real Property for use by the System.
 9. All Other Related Matters. The DUWA Board shall have the power to act in connection with all other related matters not specifically stated above or in Section 6.07.
- 6.07 Super Majority. All decisions by the DUWA Board shall be by majority vote at any meeting in which there is a quorum, except for decisions regarding the following issues, for which a combined weighted voting percentage of not less than 66% in favor are required for approval using the percentages allocated to each Community as reflected in Exhibit A of the DUWA Articles of Incorporation, a copy of which are included as Exhibit F to this Agreement:

1. All contracts over \$500,000 (including change orders and contract amendments) funded by System revenues or Bonds for operation, maintenance, and repair of the System;
 2. Capital Improvements;
 3. Cost Allocations among the Communities for Capital Improvements;
 4. Rate and charge setting for System services;
 5. Amendment of the Sewer Use Regulations;
 6. Issuance of bonds;
 7. Approval of services to non-constituent Communities; and
 8. Assumption of any financial obligation of any Community or Communities.
- 6.08 **Reporting.** The DUWA shall provide the Communities with timely and appropriate information on System operation and maintenance, including without limitation: a) quarterly financial reports detailing a line item operation and maintenance budget; b) an annual audited financial report for each fiscal year containing the general status of the operation and maintenance activities and a breakdown of all financial revenues and expenditures for the System; c) the information described in Section 4.02, above; and d) a quarterly Operations report that includes the DMR forms submitted to MDEQ showing the quality and quantity of discharges and the status of compliance with NPDES Permit limits. Such reports shall be provided to the DUWA Board promptly upon completion of the final reports. These reports shall be provided to each Community at no cost; however, the cost of preparing and disseminating such reports shall be a System Cost.

Article 7.
Agreement Term; Renewal and Termination

- 7.01 **Term.** The DUWA shall provide Services to the Communities in accordance with the terms and conditions of this Agreement for a period of Twenty-five (25) years from the effective date of this Agreement. This Agreement is effective following approval of each of the Community's legislative bodies and on the date specified in the resolution by the DUWA Board. This Agreement replaces and supersedes any prior sewage disposal system contracts between the Parties, subject to Sections 7.02 and 7.03, below.
- 7.02 **Pre-Agreement Debt.** Each Community's obligation to repay any debt incurred or assessed prior to this Agreement, including, but not limited to, any debt related to the issuance of bonds, under the terms of the 1962 Contract, as amended, any

subsequent Construction, Finance and Service Agreements, and since the expiration of the 1962 Contract, are preserved and are not superseded by this Agreement. A schedule of the current debt for each Community as of the effective date of this Agreement is included as Exhibit G.

- 7.03 Survival of Payment Obligations. The following payment obligations survive the termination or expiration of this Agreement:
1. Each Community's obligations under this Agreement for capital cost recovery, if any;
 2. Each Community's obligations to repay debt incurred by the DUWA related to the issuance of bonds by the DUWA during the term of this Agreement for the System; and
 3. Each Community's obligations to repay debt incurred by the DUWA related to the issuance of bonds by the DUWA prior to this Agreement.

All such obligations continue until satisfied.

Article 8. Force Majeure

- 8.01 Force Majeure. No failure or delay in performance of this Agreement, by any Party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event, including but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to machinery, equipment or System components the binding order of any court or governmental authority, change in economic conditions or any other cause, whether of the kind enumerated in this Article 8 or otherwise, not within the control of a party, except that no cause or contingency shall relieve a Community of its obligation to make payment for System Costs.

Article 9. Character of Sewage

- 9.01 Character of Sewage. Each Community shall be responsible for the character of the sewage originating therein except for the Wastewater discharges from Significant Industrial Users which are subject to independent monitoring, control and regulation directly by the DUWA pursuant to the Sewer Use Regulations. Each Community shall comply with the Sewer Use Regulations and other regulations together with any other federal, state or local rule, regulation or ordinance controlling the discharge of Wastewater into the System.

- 9.02 Sewer Use Regulations. Each Community agrees to abide by the requirements of the Sewer Use Regulations and to cooperate with the DUWA's enforcement thereof. To the extent that the DUWA's proper enforcement of the Sewer Use Regulations reasonably requires a Community to adopt any new or modified ordinance, rule, or regulation, the Community shall, upon notice, adopt the necessary ordinance, rule, or regulation after review and approval of the DUWA.
- 9.03 Remedies. If the DUWA determines that the character of Wastewater contributed from any Community is such that it imposes an unreasonable burden upon the System, including causing or contributing to an event of non-compliance with the System NPDES Permit, then the DUWA shall so notify the Community in writing and may assess an additional charge over and above the regular charge for Services. A Community which is deemed to have imposed an unreasonable burden upon the System due to the character of its Wastewater, shall prepare a CAP that identifies the steps needed to be taken to relieve such burden and a schedule for completing those steps. The CAP shall be prepared within a reasonable time set by the DUWA. Any Community that disagrees with the DUWA's determination shall have the opportunity to pursue the matter under the Dispute Resolution provisions of Article 10, and any requirement to pay any charge assessed or to prepare a CAP shall be deferred until the dispute is resolved. Once prepared, the CAP shall be submitted to the DUWA Board and all Communities. The Community shall implement the CAP upon approval of the CAP by the DUWA Board.

In addition, the DUWA may take any of the following actions:

1. Require that such Wastewater be treated before being discharged into the System or other corrective action;
2. Deny the Community the right to discharge said Wastewater into the System, if necessary, for the protection of said System or the public health or safety;
3. Assess financial penalties of up to \$10,000 per day for each day of non-compliance; and/or
4. Take any legal or administrative actions necessary to enforce the provisions of this Agreement.

The affected Community shall have the right to appeal the DUWA's determination or its proposed sanction under the Dispute Resolution provisions as set forth in Article 10 of this Agreement.

- 9.04 Combined Sewer Overflows (CSOs). This Agreement shall not prevent areas being served at the time of the execution of this Agreement by combined sewers from continuing to be served by the existing combined sewers. Such combined sewers shall continue to conform to the requirements of the Sewer Use Regulations.
- 9.05 Other Agreements. For the Agreements listed below, as may be amended, the Authority will replace the County by way of assignment, and the Agreements will remain in full force and effect notwithstanding the provisions of this Agreement:
1. Emergency Flow Restriction Reimbursement Agreement Between the Ecorse Creek Pollution Abatement Drainage District On Behalf of the Cities of Lincoln Park and Allen Park and The Charter County of Wayne on Behalf of the Downriver Collection and Treatment System; and
 2. Emergency Bypass Procedure Between Southgate-Wyandotte Relief Drain Drainage District and Downriver Collection and Treatment System, approved by the US District Court for the Eastern District by Order Establishing Emergency Bypass Procedure dated August 31, 1999.
 3. Outfall Usage Agreement Between the Downriver Sewage Disposal System and the Southgate Wyandotte Drainage District dated May 16, 1995.
 4. The 1994 Judge Feikens Financing Agreement.

**Article 10.
Dispute Resolution**

- 10.01 Procedures. The procedures set forth in Exhibit H shall be utilized in the event that a dispute arises between the Parties arising under this Agreement.

**Article 11.
Assignment**

- 11.01 This Agreement shall not be assigned, in whole or in part, by any Community without the prior written consent of the DUWA. Consent to an assignment shall not be unreasonably withheld.

**Article 12.
Amendment**

- 12.01 The Parties may from time to time consider it in their best interests to change, modify or extend a term, condition or covenant of this Agreement. Any such change, addition, deletion, extension or modification, which is mutually agreed upon by the DUWA and the Communities shall be incorporated in written amendments to this Agreement. Such amendments shall not invalidate this Agreement nor relieve nor release any Party of any of its respective obligations under this Agreement unless so stated in the amendment. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way rights arising by virtue of any such prior or subsequent occurrence.
- 12.02 No amendment to this Agreement shall be effective and binding upon the Parties unless it expressly makes reference to this Agreement, is in writing, is signed and acknowledged by duly authorized representatives of all Parties, and is approved by each of the Communities' respective legislative bodies and the DUWA Board.

**Article 13.
Notices**

- 13.01 Except as otherwise specified in this Agreement, all notices, consents, approvals, requests and other communications required or permitted under this Agreement shall be given in writing and mailed by first class mail, addressed as follows:

If to the DUWA:
Attn.: Chairperson
Downriver Utility Wastewater Authority
25605 Northline Road
Taylor MI 48180

If to a Community:
The Community's Mayor or Supervisor

- 13.02 All notices shall be deemed given on the day of post-marked mailing. Any notice given by a party hereunder must be signed by an authorized representative of such party.

- 13.03 Notwithstanding the requirement above as to the use of first-class mail, change of address notices, termination notices and notices of non-compliance pursuant to Article 4 shall be sent by certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service.

**Article 14.
Miscellaneous**

- 14.01 Enforceability. If any provision of this Agreement including documents and Exhibits referred to herein or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 14.02 Integration. This Agreement contains the entire agreement regarding Wastewater services between the Parties and all prior agreements are merged into this Agreement, to the extent they have not been fully performed, amended, superseded or otherwise conflict with this Agreement. No Party has made any representations except those expressly set forth in this Agreement, and no rights or remedies are, or shall be, acquired by any party by implication or otherwise unless expressly set forth in this Agreement.
- 14.03 No Impairment of Bond Obligations. The Communities each recognize that the holders of bonds issued by the County from time to time, for the benefit of the System, and the 1962 Contract and secured by the full faith and credit of the County and the full faith and credit pledges of the Communities, will have contractual rights in this Agreement and it is therefore, covenanted and agreed by each Community that so long as any said bonds shall remain outstanding and unpaid, the provisions of this Agreement shall not be subject to any alteration or revision which would in any manner affect either the security of the bonds or the prompt payment of principal or interest thereon. The Parties covenant and agree that they will not suffer to be done any act which would in any way impair such bonds, the security therefore, or the payment of principal and interest thereon. It is hereby declared that the terms of this Agreement insofar as they actually pertain to the security of any such bonds, shall be deemed to be for the benefit of the holders of such bonds. The Communities further agree that nothing in this Agreement shall impair any Party's ability to protect and maintain its full faith and credit with regard to such bonds.
- 14.04 Headings. The headings of the sections of this Agreement are for convenience only and shall not be used to construe or interpret the scope or intent of this Agreement or in any way affect the same.

- 14.05 Jurisdiction. The rights and remedies set forth in this Agreement are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the laws of the State of Michigan. Each Party agrees, consents and submits to the exclusive personal jurisdiction of any court of competent jurisdiction located in Wayne County, Michigan, for any action arising out of this Agreement.
- 14.06 Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. A Party may deliver executed signature pages to this Agreement by facsimile transmission or electronic mail to another Party, which facsimile or electronic copies shall be deemed to be an original executed signature page binding on the Party that so delivered the executed signature page by facsimile or electronic mail.
- 14.07 Agreement Beneficiaries. The rights and benefits under this Agreement shall inure to the benefit of and be binding upon the Parties, their agents, successors, and consented-to assigns.
- 14.08 Third Party Beneficiaries. Except as specifically set forth in herein, there are no third party beneficiaries to this Agreement and this Agreement shall not be construed to benefit any persons or entities other than the DUWA and the Communities.
- 14.09 Incorporation of Exhibits. The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.
- 14.10 Authority to Execute. Each Party to this Agreement represents that they have appropriate power and authority, by resolution or otherwise, to execute this Agreement on behalf of their respective Party.
- 14.11 Other Agreements. The Parties acknowledge and agree that other agreements exist to which the DUWA is a party by assignment and which pertain to the operation of the System, including but not limited to, those other agreements that are incorporated by reference are listed in Section 9.05.
- 14.12 Construction. The Parties have participated jointly in the development and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, or local statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

- 14.13 Approval of Agreement. This Agreement shall become binding on the Parties hereto and of full force and effect upon: a) the signing thereof by the duly authorized officials for each Community and for the DUWA; and b) upon the adoption of a resolution approving this Agreement and authorizing the signatures thereto of the respective officials of the Communities and DUWA. Certified copies of the resolutions of each Party shall be attached to this Agreement.
- 14.14 Effective Date. The Effective Date of this Agreement shall be the date on which the final Party adopts a resolution approving this Agreement.
- 14.15 Limitation of Liability. Nothing in this Agreement shall modify, limit, waive or otherwise impair the DUWA's liability protection afforded it as a governmental entity in its acquisition, financing and operation of the System. Furthermore, the DUWA shall not be responsible to any Party in any circumstance for exemplary, punitive and/or consequential damages arising out of or related to its acquisition, financing and operation of the System.

In Witness Whereof, the DUWA and the Communities, by and through their duly authorized officers and representatives, have executed this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF BELLEVILLE

By: _____

Title:

By: _____

Title:

**DOWNRIVER UTILITY WASTEWATER
AUTHORITY**

By: _____

Title:

CITY OF ECORSE

By: _____

Title:

By: _____

Title:

CITY OF LINCOLN PARK

By: _____

Title:

By: _____

Title:

CITY OF RIVER ROUGE

By: _____

Title:

By: _____

Title:

CITY OF SOUTHGATE

By: _____

Title:

By: _____

Title:

CITY OF WYANDOTTE

By: _____

Title:

By: _____

Title:

CITY OF TAYLOR

By: _____

Title:

By: _____

Title:

CITY OF ROMULUS

By: _____

Title:

By: _____

Title:

CITY OF ALLEN PARK

By: _____

Title:

By: _____

Title:

CITY OF DEARBORN HEIGHTS

By: _____

Title:

By: _____

Title:

CITY OF RIVERVIEW

By: _____

Title:

By: _____

Title:

CHARTER TOWNSHIP OF VAN BUREN

**CHARTER TOWNSHIP OF
BROWNSTOWN**

By: _____

By: _____

Title:

Title:

By: _____

By: _____

Title:

Title:

LIST OF EXHIBITS

- A. Maximum Allowable Dry Weather Flow by Community
- B. Maximum Allowable Wet Weather Flow by Community
- C. Service Area Map
- D. Existing Wet Weather Storage Facilities in the Service Area
- E. List of DUWA Duties and Responsibilities
- F. Articles of Incorporation for the Downriver Utility Wastewater Authority
- G. Pre-Agreement Debt Obligation of Each Community
- H. Dispute Resolution Procedures

EXHIBIT A

**Maximum Allowable Dry Weather Flow Limits for
Communities Tributary to Downriver Sewage Disposal System**

A-1. Non-Controlled Flow Communities

Community	Meter District	Maximum Dry Weather Flow Rate (MGD)
Allen Park	PC-1	0.28
	PF-2	1.02
	Total	1.30
Belleville	PA-4	0.85
Brownstown Twp	P-2	2.53
	PA-2	0.04
	Total	2.57
Dearborn Heights	TB-1	5.31
Riverview	RV-1	2.33
Romulus	DMA-1	1.77
	PA-3	2.36
	PD-2	5.83
	Total	9.96
Southgate	P-1	0.81
	PA-1	0.89
	PB-1	0.92
	PF-2	0.66
	TPS+IPS	0.04
	Total	3.33

Taylor	P-2	0.05
	PA-2	1.55
	PB-2	1.39
	TB-1	1.48
	PC-1	7.13
	PD-1	2.59
	Total	14.21
Van Buren Twp	PA-4	1.53
Total	--	41.39

Note: Non-Controlled Flow Communities may shift their flows from one Meter District to another Meter District if the requesting Non-Controlled Flow Community presents evidence to the DUWA that the shift will not overload the system district, and that the total flow from the requesting community is still within the cumulative maximum value for the Community.

A-2. Maximum Allowable Dry Weather Flow Limits for Controlled Flow Communities

Community	Peak Hourly Flow Rate (MGD)
Allen Park (Part)	11.12
Ecorse	5.95
Lincoln Park	18.20
River Rouge	7.28
Southgate (Part)	4.96
Wyandotte	15.55
Total	63.06

MGD = Million Gallons per Day

EXHIBIT B

**Maximum Allowable Wet Weather Flow Limits for Communities Tributary to
Downriver Sewage Disposal System**

B-1. Maximum Wet Weather Flow Limits for Non-Controlled Flow Communities	
Community	Peak 96 Hour Volume for the 4.42 inch Design Storm (MG)
Allen Park (Part)	29.23
Belleville	4.86
Brownstown Twp	20.90
Dearborn Heights	43.76
Riverview	28.30
Romulus	88.43
Southgate (Part)	31.24
Taylor	164.45
Van Buren Twp	7.04
Total	418.21

MG = Million Gallons

B-2. Maximum Wet Weather Flow Limits for Controlled Flow Communities	
Community	Peak Hourly Flow Rate (MGD)
Allen Park (Part)	11.12
Ecorse	5.95
Lincoln Park	18.20
River Rouge	7.28
Southgate (Part)	4.96
Wyandotte	15.55
Total	63.06

MGD = Million Gallons per Day

EXHIBIT C
SERVICE AREA MAP

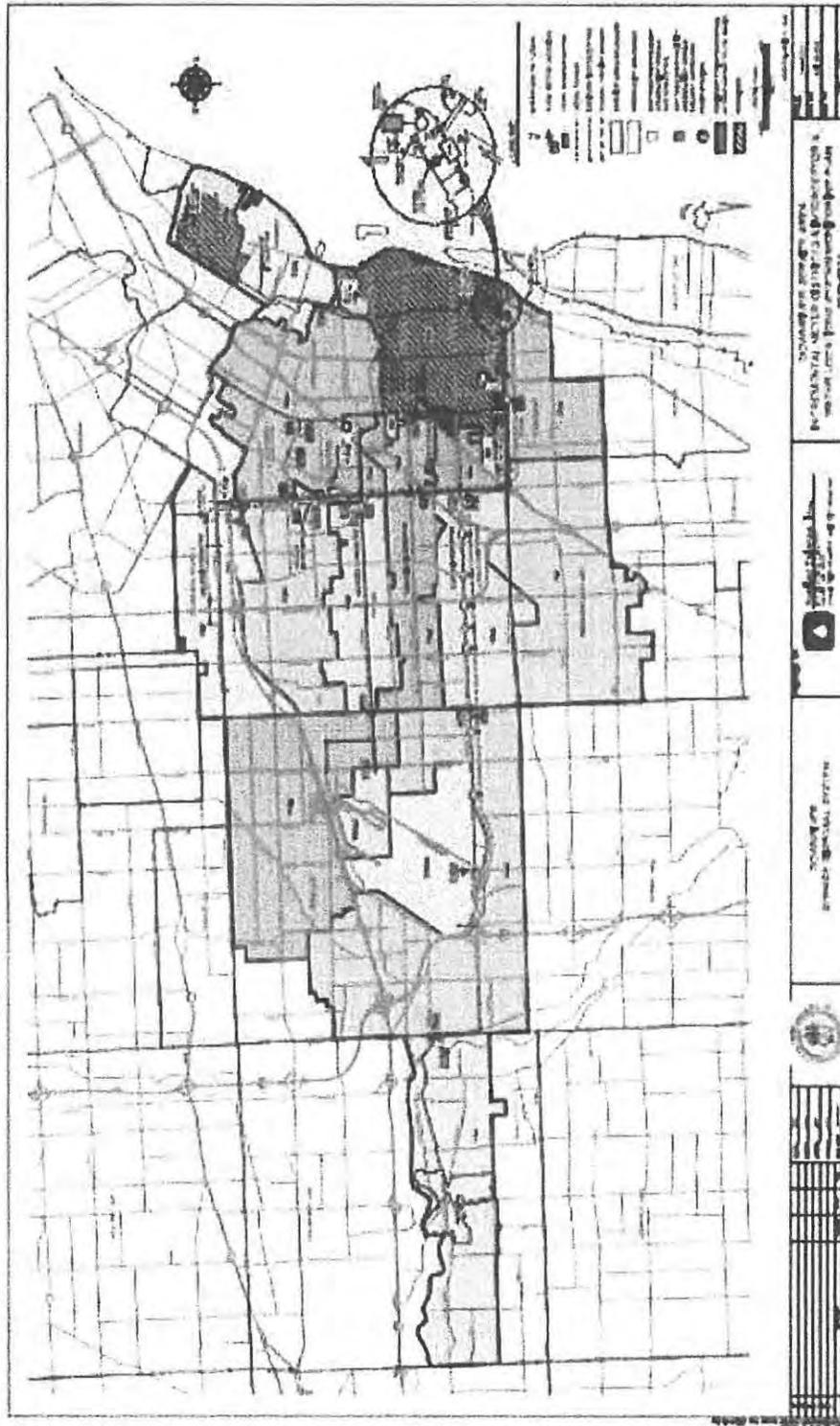


EXHIBIT D

**Existing Wet Weather Storage Facilities in the
Downriver Sewage Disposal System Service Area**

Retention Facility	Location	Capacity (MG)	Municipalities Served
Ecorse Creek Pollution Abatement District: Taylor Basin	Pelham & I-94	13 MG	Dearborn Heights, Taylor
Lincoln Park Basin	Mill & Fourth Street	20.5 MG	Lincoln Park
Allen Park Basin	Hubert & Moore	10.5 MG	Allen Park
Southgate-Wyandotte Relief Drains Drainage District: Southgate-Wyandotte Combined Sewer Overflow Retention Treatment Basin	Central Avenue between Pennsylvania & Biddle	15 MG	Wyandotte; Southgate (combined)
River Rouge Combined Sewer Overflow Retention Treatment Basin	Jefferson Avenue at Rouge River	5.2 MG	River Rouge
Van Buren Township Equalization Basin	Hannan Road & Northline	1.2 MG	Van Buren Township
Downriver Sewage Disposal System Wet Weather Tunnel System	Champaign/Pelham south to Pennsylvania/Allen, then east on Pennsylvania to Central Avenue	15 MG	Allen Park (partial), Belleville, Brownstown Township, Dearborn Heights, Riverview, Romulus, Southgate (separated), Taylor, Van Buren Township

EXHIBIT E

LIST OF DUWA DUTIES AND RESPONSIBILITIES

In addition to the specific items listed in Section 5.01 1. and 2. and Sections 4.01 and 4.02, the DUWA shall also be responsible for the following activities for the Downriver System:

1. Provide qualified staff to operate and maintain the System, including licensed wastewater treatment plant operators with Michigan certification sufficient to satisfy the NPDES Permit requirements;
2. Perform all laboratory sampling, testing and analyses as may be required by the NPDES Permit and provide an approved QA/QC program for the System;
3. Prepare and submit all required NPDES permit reports in a timely manner;
4. Perform all Predictive, Preventative, and Routine Maintenance for the System;
5. Perform Corrective Maintenance and repairs on system equipment in a timely manner;
6. Purchase and maintain an adequate inventory of chemicals, fuels, parts and supplies;
7. Administer the Industrial Pretreatment Program pursuant to state and federal regulations;
8. Pursue financial assistance as may be available in the form of loans or grants including preparation of forms and applications or other documents as may be necessary to obtain financial aid.

EXHIBIT F
DUWA ARTICLES OF INCORPORATION

[To be inserted]

EXIHIBIT G

**Pre - Agreement Debt Obligation of Each Community
Downriver Sewage Disposal System**

COMMUNITY	JUDGEMENT LEVY PRINCIPAL	REVENUE BOND PRINCIPAL	TOTAL PRINCIPAL
ALLEN PARK	\$ 8,288,810	\$ 4,206,641	\$ 12,495,451
BELLEVILLE	\$ 370,644	\$ 627,268	\$ 997,912
BROWNSTOWN	\$ 1,851,302	\$ 1,726,083	\$ 3,577,385
DBN HEIGHTS	\$ 9,508,537	\$ 2,990,487	\$ 12,499,024
ECORSE	\$ 1,266,386	\$ 4,546,594	\$ 5,812,980
LINCOLN PARK	\$ 3,676,297	\$ 6,405,367	\$ 10,081,664
RIVER ROUGE	\$ 1,472,029	\$ 3,023,386	\$ 4,495,415
RIVERVIEW	\$ 5,746,891	\$ 2,405,988	\$ 8,152,879
ROMULUS	\$ 11,481,175	\$ 7,210,288	\$ 18,691,463
SOUTHGATE	\$ 5,087,426	\$ 4,606,908	\$ 9,694,334
TAYLOR	\$ 25,644,531	\$ 10,142,654	\$ 35,787,185
VANBUREN	\$ 701,965	\$ 961,737	\$ 1,663,702
WYANDOTTE	\$ 3,718,732	\$ 5,977,685	\$ 9,696,417
Total	\$ 78,814,725	\$ 54,831,086	\$ 133,645,811

EXHIBIT H
DISPUTE RESOLUTION PROCEDURES

1. General Dispute Resolution Policy

Any and all claims alleging a breach of or arising under this Agreement, other than claims requiring immediate relief to prevent irreparable harm to a party, public health or the environment, or to avoid imminent expiration of the period of limitations shall first be submitted to the alternative dispute resolution process set forth in this Exhibit H. No litigation, other than a suit seeking immediate relief to prevent irreparable harm to a Party, public health or the environment or to avoid imminent expiration of period of limitations may be initiated until the Parties have complied with the Informal Negotiation (Section 2) and Formal Procedures (Sections 3 and 4) set forth below.

No resolution achieved under these procedures shall be binding on any other Community unless such Community has agreed in writing to the resolution.

All dispute resolution proceedings under this Agreement shall be private and confidential to the extent allowed by law, and any written or oral communications will similarly be deemed to be confidential, and may not be disclosed unless the Parties agree otherwise or if disclosure is compelled by a court with competent jurisdiction. Documents created by the Parties for use in any process shall not be filed with any court or made available as evidence in any court proceeding by any other Party. However, evidence or information which is otherwise admissible or subject to discovery does not become inadmissible or protected from discovery solely by reason of its disclosure or its use in mediation. Any person involved in the process who is not an agent or employee of a Party shall not testify regarding matters disclosed during the mediation process, but may testify only as to the final outcome of the process, and the Parties to the Dispute agree they shall not seek testimony from any such person with regard to information or knowledge obtained by such person as the result of participation in the process under this Agreement.

2. Informal Negotiations

Each Party agrees to undertake informal negotiations before invoking formal procedures under this Agreement or litigation. This process shall be commenced by written notice from the initiating Party to the other Party describing the subject matter of the dispute. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Upon issuance of such written notice, the Parties shall engage in good faith informal negotiations among themselves to attempt to develop a mutually acceptable resolution to the dispute. The time frame for conducting informal negotiations shall not exceed 45 days from the date of issuance of the written notice, unless all Parties agree to a longer informal negotiation time frame. Such a notice shall preserve the initiating

Party's right to object under any DUWA policy governing objections to rates or any other matter related to services provided pursuant to this Agreement.

3. Invocation for Formal Procedures

In the event a dispute arises between the Parties that is not resolved by informal negotiations between them, either Party may initiate the formal dispute resolution process under Sections 3 and 4 by giving notice in writing to the other Party. The notice shall contain such information as is necessary to advise of the exact nature of the dispute and the relief requested. Such notification shall toll the running of the statute of limitations for 120 days from the date such notice is given, and, except for claims requiring immediate relief, shall bar either Party from commencing litigation with regard to the breach or the matter in issue.

Unless the Parties reach a settlement within the 120-day period or agree in writing within the 120-day period to continue the process and to continue to toll the running of the statute of limitations, at the end of the 120-day period any Party may commence litigation and the statute of limitations shall commence to run.

4. Formal Procedures -- Mediation

If informal negotiation is not successful in resolving the dispute, the matter shall be referred to mediation, subject to the exceptions noted in Section 1 above, which allow recourse to a court. Mediation is defined to be a non-binding dispute resolution process in which an impartial neutral facilitates negotiations among the Parties in an attempt to help reach a settlement.

(1) Selection of Mediator

The mediator of the dispute must be neutral and impartial, with no conflict of interest with any Party, and no financial or personal interest in the outcome of the mediation. The mediator shall be selected within thirty (30) days following the conclusion of informal negotiations by the Parties. The mediator shall be selected by agreement of the DUWA Board, the Community initiating the dispute resolution process, and at least one of the other Community affected by the subject matter in dispute. If no mutually acceptable mediator is identified and selected within the thirty (30) day period, then the dispute resolution process under this Section 4 shall be terminated.

(2) Costs

The costs for the mediator shall be shared equally by the disputing Parties, unless it is mutually agreed in writing that some alternative cost apportionment for the mediator's expenses is applicable.

(3) Conduct of Mediation

Each Community involved in the dispute and the DUWA shall designate a decision-maker to serve as their representative to participate in the mediation, and that person shall be vested with authority to negotiate on behalf of the Community and/or the DUWA and to settle the dispute or, if required, recommend settlement to the governing body of the Community and/or DUWA. Each Community and/or the DUWA who is Party to the dispute may also be represented during the process by an attorney and/or technical consultants if it so chooses, provided that the costs of any such participation are borne solely by that Community and/or the DUWA.

The mediator shall be free to meet and communicate separately as he/she deems appropriate with each Party, but will schedule joint meetings of all Parties with the time, place and agenda to be established by the mediator in consultation with the Parties. No stenographic, video or record will be made of meetings conducted by the mediator, and formal written rules of evidence and procedure will not apply to materials presented and discussed.

The mediation process may be terminated by the mediator at any time if the mediator determines that one or more Parties is not acting in good faith, or if the mediator concludes that further dispute resolution efforts would not be useful in achieving a settlement. The mediation process will automatically terminate after 90 days from the date the mediator is retained, unless the time period is extended by written agreement of all Parties and the mediator.

If a settlement is reached, a preliminary Memorandum of Understanding will be prepared and signed or initialed before the Parties separate. Thereafter, either the mediator or the Parties themselves will promptly and not later than thirty (30) days following the execution of the Memorandum of Understanding draft a written settlement document incorporating the terms of any such settlement. This draft document will be circulated, amended as necessary, and then formally executed. It is anticipated that in some cases, formal execution of any settlement agreement may be deferred pending review and consideration of the document by the governing bodies of the Community(ies) and/or the DUWA.

**RESOLUTION OF THE
(CITY/CHARTER TOWNSHIP) OF _____
TO APPROVE THE DOWNRIVER SEWAGE DISPOSAL SYSTEM SERVICE
AGREEMENT WITH THE DOWNRIVER UTILITY WASTEWATER AUTHORITY**

RESOLUTION NO. _____

WHEREAS, 1955 PA 233, as amended ("Act 233") authorizes an authority to acquire sewage disposal systems as defined within said act and to improve, enlarge, expand, and operate such systems; and

WHEREAS, by the terms of Act 233, the Downriver Utility Wastewater Authority ("DUWA"), and the cities of Belleville, Ecorse, Lincoln Park, River Rouge, Southgate, Wyandotte, Allen Park, Taylor, Dearborn Heights, Romulus, Riverview, and the Charter Townships of Van Buren and Brownstown ("Communities") are authorized to enter into a contract for the acquisition; improvement, enlargement or extension of a sewage disposal system and for the payment of the cost thereof by the Communities, with interest; and

WHEREAS, the Parties have jointly agreed to allow the DUWA to operate the System and to acquire the System from the County of Wayne, a Michigan county corporation (the "County"); and

WHEREAS, the System has undergone a major expansion and renovation as a result of U.S. Environmental Protection Agency ("EPA") and Michigan Department of Environmental Quality ("MDEQ") mandates which were set forth in a Consent Decree dated May 24, 1994 in the matter of *USA, et al vs Wayne County Michigan, et al*, Civil Action No. 87-70992, filed in the U.S. District Court – Eastern District of Michigan, Southern Division; and

WHEREAS, as a result of said renovation and expansion, the County issued bonds in the aggregate amount of approximately \$285 million pursuant to a Financing Plan and Final Judgment entered in the above referenced matter on March 14, 1994; and the County and the Communities have pledged their full faith and credit in the support and payment of those bonds as provided for in the 1962 Contract; and

WHEREAS, the Consent Decree was terminated by Court Order on November 28, 2005; and

WHEREAS, subsequent to the acquisition of the System, the Parties have agreed to enter into a new service agreement, a copy of which is attached hereto as Exhibit A, for the management, operation and, if necessary, the expansion of a System, to transport, treat, and dispose of Wastewater; and

WHEREAS, the Parties agree that certain responsibilities and functions regarding overall management of the System as specified in the service agreement

shall be transferred from the County to the DUWA and the Parties agree that the DUWA Board of Commissioners shall supervise implementation of this Agreement, through which the Parties will exercise their shared decision making authority over the specified matters;

NOW THEREFORE, be it resolved that the City/Charter Township of _____ ("municipality") hereby agrees that:

1. The Service Agreement between the DUWA, the municipality and the Communities, Exhibit A, is hereby approved, and the appropriate administrative official of the municipality is hereby authorized to execute the agreement; and

2. It is hereby acknowledged and agreed that, in accordance with Act 233 and as stated in Section 5.02 of the attached Service Agreement, the municipality irrevocably pledges and assigns an amount not to exceed twenty-five percent (25%) of the funds derived from the State Sales Tax levied, pursuant to law, and from time to time returned to that Community pursuant to Section 10 of Article IX of the Michigan Constitution of 1963, to pay that Community's contractual obligations under this Agreement; and the municipality authorizes and directs the County Treasurer or any other official charged with disbursement of said funds to withhold and pay over to DUWA sufficient monies to make up any deficiencies of the municipality's obligations under the Service Agreement.

ON MOTION OF _____ SUPPORTED BY _____ the foregoing Resolution was adopted by the following vote:

ROLL CALL: ABSENT _____ AYE _____ NAY _____

I, _____, Clerk for the City/Charter Township of _____, hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council/Township Board for the City/Charter Township of _____ at a regular meeting held on the ____ day of _____, 2016, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been available as required by said Act.

_____, Clerk

**RESOLUTION OF THE
DOWNRIVER UTILITY WASTEWATER AUTHORITY
TO APPROVE THE DOWNRIVER SEWAGE DISPOSAL
SYSTEM SERVICE AGREEMENT**

RESOLUTION NO. _____

WHEREAS, 1955 PA 233, as amended ("Act 233") authorizes an authority to acquire sewage disposal systems as defined within said act and to improve, enlarge, expand, and operate such systems; and

WHEREAS, by the terms of Act 233, the Downriver Utility Wastewater Authority ("DUWA"), and the cities of Belleville, Ecorse, Lincoln Park, River Rouge, Southgate, Wyandotte, Allen Park, Taylor, Dearborn Heights, Romulus, Riverview, and the Charter Townships of Van Buren and Brownstown ("Communities") are authorized to negotiate an agreement for the acquisition; improvement, enlargement or extension of the Wayne County downriver sewage disposal system (the "System") and for the payment of the cost thereof by the Communities; and

WHEREAS, the acquisition of the System will require revenue bond financing; and

WHEREAS, subsequent to the acquisition of the System, and as a requirement of the bond financing, the Communities and DUWA must have a service agreement, which establishes the basis for revenue bond financing, for the management, operation and, if necessary, the expansion of the System; and

NOW THEREFORE, be it resolved that DUWA hereby agrees that:

The Service Agreement, Exhibit A, is hereby approved, and the appropriate administrative official of DUWA is hereby authorized to execute the agreement.

ON MOTION OF _____ SUPPORTED BY _____ the foregoing Resolution was adopted by the following vote:

ROLL CALL:

Allen Park – 8.473%	ABSENT _____	AYE _____	NAY _____
Belleville – 1.236%	ABSENT _____	AYE _____	NAY _____
Brownstown – 6.355%	ABSENT _____	AYE _____	NAY _____
Ecorse – 3.967%	ABSENT _____	AYE _____	NAY _____
Dearborn Hts. – 4.413%	ABSENT _____	AYE _____	NAY _____

Lincoln Park – 12.136%	ABSENT _____	AYE _____	NAY _____
River Rouge – 4.854%	ABSENT _____	AYE _____	NAY _____
Riverview – 3.094%	ABSENT _____	AYE _____	NAY _____
Romulus – 14.121%	ABSENT _____	AYE _____	NAY _____
Southgate – 10.371%	ABSENT _____	AYE _____	NAY _____
Taylor – 18.314%	ABSENT _____	AYE _____	NAY _____
Van Buren Twp – 2.295%	ABSENT _____	AYE _____	NAY _____
Wyandotte – 10.371%	ABSENT _____	AYE _____	NAY _____

Allen Park
Belleville
Brownstown Twp.
Dearborn Heights
Ecorse
Lincoln Park

Downriver Utility Wastewater Authority

25605 Northline Road • Taylor, Michigan 48180

River Rouge
Riverview
Romulus
Southgate
Taylor
Van Buren Twp.
Wyandotte

Briefing Paper for Downriver Community Elected Officials re: DUWA Service Agreement

October 20, 2016

Briefing Paper Topics:

- Purpose of the Service Agreement
- Overview of Rights and Responsibilities:
 - DUWA
 - Communities
- Deciding whether to be an “Owner” or a “Customer” of the System
- Key Issues in the Service Agreement
- Timetable for Service Agreement Approval
- Actions Needed to Complete the System Transfer to DUWA

Purpose of the Service Agreement

- The Agreement will constitute the legal basis for the Authority to provide wastewater service to the 13 Downriver Communities
- The Agreement establishes the rights and responsibilities for both the Authority and the Communities who are served by the System
- The Agreement is needed to provide a mechanism to finance the operation of the System, the purchase from Wayne County and future capital improvements that may be needed

Rights and Responsibilities

DUWA:

- Convey & treat wastewater from the Service Area
- Operate and maintain all facilities (presumably by hiring a Private Operator)
- Manage the utility (including hiring staff)
- Comply with all regulatory requirements
- Set rates and collect revenue

Communities:

- Ensure that flows conveyed to the System do not exceed the Maximum Allowable Flow Limits
- Pay all System costs including O&M charges and future debt for capital improvements
- Continue to make bond payments on existing debt

Owners vs. Customers

Owners:

- By definition, all DUWA Members are Owners;
- Owners are responsible for managing the Utility and making all decisions (e.g. rates; capital improvements; hiring staff; etc.)
- Issue contracts for Professional Services and supplies;
- Bear responsibility for compliance with permit conditions and all regulatory requirements

Customers:

- Deliver wastewater to the System (up to the Max Allowable Flow)
- Pay all costs as established by the Owners (including O&M charges, surcharges, and debt service costs)

NOTE: Communities do NOT need to make a final decision on being an Owner or a Customer as part of the Service Agreement approval. That decision will be made in early 2017 when the Transfer Agreement between DUWA and Wayne County is approved.

KEY ISSUES:

- Governance and Decision Making (by DUWA)
 - Majority vote on regular business items
 - Certain Major Issues requiring a “Super Majority”
- Rates and Rate Making
 - Operating Revenue (current rate methodology preserved for at least the next 5 years)
 - Future Capital Improvements/Debt Obligations/Financing
 - Payments/Collections/Defaults
- Maximum Allowable Flows
 - Wet and Dry Weather Flow Limits by Community
 - Monitoring of Actual Flow Contributions by DUWA
 - Provisions for Enforcement/Sanctions/Corrective Actions

KEY ISSUES (continued):

- Disputes and Dispute Resolution Process
- Contract Term: 25 years
- Effective Date: Upon approval by all 13 Communities and transfer of the System from Wayne Co. to DUWA
- Amendments: must be unanimously approved by all
- Voting/Governance provisions derived from the DUWA Articles of Incorporation

Note: The DUWA Articles of Incorporation will need to be amended if one or more Communities opts to become a "Customer" of the System.

Service Agreement Timetable

Distribute 1st Draft of Service Agreement for Review/Comment	Aug. 4, 2016
Presentation/Discussion with DUWA Board	Aug. 11, 2016
Presentation to Downriver Elected Officials	Sept. 8, 2016
Comment Deadline for Reviewers	Sept. 30, 2016
Distribution of Final Service Agreement for Approval	Oct. 6, 2016
DUWA Board Approval of Final Service Agreement	Oct. 13, 2016
Approval of Final Service Agreement by 13 Communities	Nov/Dec, 2016
Community Decision re: "Owner" or "Customer"	March, 2017*

* The Owner/Customer decision will need to be made when the Community approves the "Definitive Agreement" which will officially transfer the Downriver System from Wayne County to the Authority. The Definitive Agreement is currently being negotiated, and is expected to be circulated for approval in early 2017.

Actions Needed to Transfer the Downriver System to DUWA

- Secure Approval of the Service Agreement from all 13 Communities served by the System
- Obtain a favorable credit rating, and sell a bond to finance the purchase from Wayne County
- Transfer existing outstanding debt (including preservation of existing millage debt levies)
- Negotiate a new NPDES Permit with continued authorization for wet weather flow blending, and transfer the Permit to DUWA

Actions Needed to Complete the System Transfer

- Complete the “Due Diligence” evaluation to identify the condition of all assets being acquired
- Establish contracts with vendors, suppliers, and professionals (either by assuming Wayne County’s existing contracts or by negotiating new contracts)
- Negotiate and Execute a Contract with Veolia for Operation and Maintenance of the System
- Hire staff to manage the System and oversee the work being done by the Contract Operator

Actions Needed for System Transfer

- Adopt Sewer Use Regulations to replace the existing Wayne Co. Sewer Use Ordinance
- Negotiate the “Definitive Agreement” to officially transfer the System to DUWA, and secure approval of that Agreement from all 13 Communities
- Determine if any Communities want to be “Customers” rather than “Owners”, and if so, amend the Articles of Incorporation to remove those Customer Communities from DUWA

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **13**

ITEM: Compliance with PA 152 of 2011, as amended

PRESENTER: Todd A. Drysdale, City Administrator 

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: In 2011, the State passed PA 152 otherwise known as the Publicly Funded Health Insurance Contribution Act (PFHIC), which was amended in PA 269-273 of 2013 and PA 184 of 2014. These laws were designed to lessen the burden of employee healthcare costs on public employers. There are four (4) options available to each public entity:

1. Apply the Hard Cap (capped dollar amount each government employer may pay towards an employee's healthcare costs;
2. Adopt by majority vote the 80%/20% cost-sharing-model;
3. Opt out of the cost-sharing model as set forth in the law;
4. Elect not to follow the statute (non-compliance).

For the first five (5) years that this law has been in effect (2012, 2013, 2014, 2015, 2016), the City has adopted the 80%/20% cost sharing model. Using this option for compliance requires an annual resolution from the elected body.

It is recommended that this cost-sharing model continues to be approved due to the significant cost savings derived by the City.

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Adopt a resolution affirming the continued application of the 80%/20% Cost Sharing Option allowed under PA 152 of 2011

BUDGET IMPLICATIONS & ACCOUNT NUMBER: The application of the 80%/20% cost sharing of medical and prescription costs provides approximately \$400,000 in savings to the City. The amount is already included in the current and future year budgets.

IMPLEMENTATION PLAN: N/A – already ongoing.

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: N/A

MAYOR'S RECOMMENDATION: 

LIST OF ATTACHMENTS: N/A

MODEL RESOLUTION:

Resolved by the City Council that Council concurs with the recommendation of the City Administrator as set forth in his communication dated November 21, 2016 to maintain the 80/20 Cost Sharing Option available under PA 152 of 2011 that was originally adopted on December 19, 2011, May 20, 2013, November 29, 2013, December 15, 2014, and December 21, 2015.

Further, acknowledges that this action will continue to limit the City from paying more than eighty percent (80%) of the aggregate cost of medical and prescription insurance costs for its employees with the remaining medical and prescription costs being borne by the employees

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **14**

ITEM: Elected Official's (Assessor, Clerk, Treasurer) Compensation Ordinances

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

INDIVIDUALS IN ATTENDANCE: N/A

BACKGROUND: The City Council is required to establish the compensation for elected officials prior to the new election. It is not necessary to perform this duty for the Mayor and City Council because the City Charter specifies the compensation that is received. The attached ordinances are being recommended for the positions of City Assessor, City Clerk, and City Treasurer. Note the following changes from the previous compensation ordinances for each position:

City Assessor – due to the consolidation of the assessing function and the contract entered into with Wayne County Assessors (WCA), who provides a staff of trained, state-certified, and experienced property assessors to perform the duties outlined in the City Charter, the duties of the elected City Assessor have been reduced dramatically. Furthermore, there is no way to legally require that the person elected to this position possesses the necessary skills and certifications to perform the duties as specified in the City Charter as evidenced by the current City Assessor which necessitated the hiring of a contractual assessing firm. The position of elected assessor is not common in the State of Michigan with the City of Wyandotte being one (1) of only five (5) municipalities that currently provides for electing this position. The current budget allocation for the City Assessor is approximately \$25,000 and under the current ordinance, the budget allocation could increase to a maximum of approximately \$69,000. Thus, the recommendation is to reduce the compensation of this position to the same amount as the City Treasurer whose position was also consolidated a number of years ago. This change would result in a minimum savings to the City of nearly \$20,000 and possible cost avoidance of an additional \$44,000.

City Clerk – the current ordinance that outlines the compensation for the City Clerk included a graduated scale based on years of experience as a City Clerk in a Home Rule City. This compensation structure effectively reduced the position to less than full-time. Based on the past sixteen (16) months of operating under this ordinance, it has become apparent that a full-time presence by the City Clerk is warranted in the City of Wyandotte. As such, a fixed salary and comprehensive fringe benefits package is being recommended that would attract candidates that would commit to the requirements of the duties of the position. The current budget allocation for the City Clerk is approximately \$21,000 and under the current ordinance, the budget allocation could increase to a maximum of approximately \$98,000 under the current ordinance. The recommended salary is \$45,000 which is approximately \$25,000 less than the salary of the prior elected City Clerk. This change would result in potential increased costs of \$48,000 to the City and possible cost avoidance of \$30,000.

City Treasurer – the recommended ordinance results in a reduction of \$1,200 from the current ordinance for the City Treasurer. This compensation recommendation is the same as the recommendation for the City Assessor.

STRATEGIC PLAN/GOALS: To be fiscally responsible and provide the best services

ACTION REQUESTED: Schedule the reading of the ordinances to establish the compensation for the elected official positions.

BUDGET IMPLICATIONS & ACCOUNT NUMBER: Potential increased costs of \$26,800 and potential cost avoidance of \$75,000 if all recommended ordinances are approved. It is likely that the potential increased costs would be mitigated by staffing changes.

IMPLEMENTATION PLAN: N/A

COMMISSION RECOMMENDATION: N/A

CITY ADMINISTRATOR'S RECOMMENDATION: Concur

LEGAL COUNSEL'S RECOMMENDATION: Approved as to Form

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

1. Previous Compensation Ordinances
2. Proposed Compensation Ordinances

MODEL RESOLUTION:

Resolved by the City Council that Council concurs with the recommendation of the City Administrator as set forth in his communication dated November 21, 2016 relative to the ordinances establishing the compensation for the positions of City Assessor, City Clerk, and City Treasurer for the term beginning on May 10, 2017, and

Further, schedules the first reading of the ordinances for the City Council meeting scheduled on December 5, 2016.

FIRST AND FINAL READING OF ORDINANCES:

AN ORDINANCE ENTITLED
 "AN ORDINANCE DETERMINING THE SALARY, AUTOMOBILE
 ALLOWANCE AND FRINGE BENEFITS FOR THE CITY ASSESSOR"
 THE CITY OF WYANDOTTE ORDAINS:

Section 1.SALARY FOR ASSESSOR

Commencing with the term of office that begins May 7, 2013, the salary, automobile allowance, and fringe benefits for the City Assessor shall be as follows:

Effective May 7, 2013 an annual salary of \$12,000.00 together with the compensation amount based upon the Assessor's level of certification as an Assessor as of the date of taking office.

Level of certification is determined by a Property Assessment Administration Certificate possessed and maintained from the State Assessors Board as of the date of taking office.

Level of Certification	Compensation
Level 1:	\$8,000
Level 2:	\$16,000
Level 3:	\$24,000
Level 4:	\$32,000

Throughout the term of office, the City Assessor shall receive an annual automobile allowance of \$500.00 which will be prorated based on the weeks in office during the calendar year.

Throughout the term of office, the City Assessor shall also receive the same fringe benefits that are granted to the general city employees based on the original entry date as an employee or elected official of the City of Wyandotte. These benefits include social security and medicare, medical insurance, life insurance, long-term disability insurance, longevity benefits, and retirement benefits.

A City Assessor with an original entry date into continuous General City employment before October 1, 1999, and who did not previously elect to voluntarily terminate membership in the City of Wyandotte's Defined Benefit Retirement System, will be eligible to participate in the City of Wyandotte's Defined Benefit Retirement System.

A City Assessor with an original entry date after October 1, 1999 will be eligible to participate in the City of Wyandotte's Defined Contribution Retirement System.

The retirement benefits for the City Assessor who is a member of the City of Wyandotte's Defined Benefit Retirement System are based on the definition of Final Average Compensation per Section 2-206 of the City of Wyandotte Retirement Ordinance except for the following:

In lieu of the payment of accrued vacation and sick leave and the resulting affect on final average compensation, the City Assessor's Final Average Compensation will be increased by one percent (1%) for each completed year of service in office, provided however, that said increases for completed years of service in office shall in no event increase a member's final average compensation more that twenty-five percent (25%)

Section 2.Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3.Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

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

NAYS: Councilperson Sabuda

ABSENT: None

I hereby approve the adoption of the foregoing ordinance this 3rd day of December, 2012.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 3rd day of December, 2012.

Dated: December 3, 2012
 JOSEPH R. PETERSON, Mayor
 WILLIAM R. GRIGGS, City Clerk

AN ORDINANCE ENTITLED
"AN ORDINANCE DETERMINING THE SALARY, AUTOMOBILE
ALLOWANCE AND FRINGE BENEFITS FOR THE CITY CLERK"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR CLERK

Commencing with the term of office that begins May 7, 2013, the salary, automobile allowance, and fringe benefits for the City Clerk shall be as follows:

Effective May 7, 2013 an annual salary of \$12,000.00 together with the compensation amount based upon the Clerk's years of existing experience as a City Clerk as of the date of taking office as set forth in this ordinance. Experience is defined as serving as a City Clerk with a Home Rule City.

Years of Experience	Compensation
Five (5) to Eight (8) Years of Experience:	\$8,000
Nine (9) to Twelve (12) Years of Experience:	\$16,000
Thirteen (13) to Sixteen (16) Years of Service:	\$24,000
Seventeen (17) to Twenty (20) Year of Service:	\$32,000
Twenty-One (21) to Twenty-Four (24) Years of Service:	\$40,000
Twenty-Five (25) or More Years of Experience:	\$58,116.80

Throughout the term of office, the City Clerk shall receive an annual automobile allowance of \$500.00 which will be prorated based on the weeks in office during the calendar year.

Throughout the term of office, the City Clerk shall also receive the same fringe benefits that are granted to the general city employees based on the original entry date as an employee or elected official of the City of Wyandotte. These benefits include social security and medicare, medical insurance, life insurance, long-term disability insurance, longevity benefits, and retirement benefits.

Section 2. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS: Councilpersons Browning, DeSana, Fricke, Galeski, Stec
NAYS: Councilperson Sabuda
ABSENT: None

I hereby approve the adoption of the foregoing ordinance this 3rd day of December, 2012.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 3rd day of December, 2012.

Dated: December 3, 2012
JOSEPH R. PETERSON, Mayor
WILLIAM R. GRIGGS, City Clerk

AN ORDINANCE ENTITLED
"AN ORDINANCE DETERMINING THE SALARY FOR THE CITY TREASURER"

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR TREASURER

Commencing with the term of office that begins May 7, 2013, the salary for the City Treasurer shall be as follows:

Effective May 7, 2013 an annual salary of \$6,000.00

Section 2. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS: Councilpersons Browning, DeSana, Fricke, Stec

NAYS: Councilpersons, Galeski, Sabuda

ABSENT: None

I hereby approve the adoption of the foregoing ordinance this 3rd day of December, 2012.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and WILLIAM R. GRIGGS, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the 3rd day of December, 2012.

Dated: December 3, 2012

JOSEPH R. PETERSON, Mayor

WILLIAM R. GRIGGS, City Clerk

RESOLUTIONS

Wyandotte, Michigan December 3, 2012

RESOLUTION by Councilperson Daniel Galeski

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

I move the adoption of the foregoing resolution.

MOTION by Councilperson Daniel Galeski

Supported by Councilperson Todd Browning

ROLL ATTACHED

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY,
FOR THE CITY ASSESSOR”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR ASSESSOR

Commencing with the term of office that begins May 10, 2017, the salary for the City Assessor shall be as follows:

Effective May 10, 2017 an annual salary of \$4,800.00

Section 2. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of _____, 2016.

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY
AND FRINGE BENEFITS FOR THE CITY CLERK”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR CLERK

Commencing with the term of office that begins **May 10, 2017**, the salary and fringe benefits for the City Clerk shall be as follows:

Effective May 10, 2017 an annual salary of \$45,000.00

Throughout the term of office, the City Clerk shall also receive the same fringe benefits that are granted to the general city employees based on the original entry date as an employee or elected official of the City of Wyandotte. These benefits include social security and medicare, medical insurance, life insurance, long-term disability insurance, longevity benefits, and retirement benefits.

Section 2. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____

_____ VanBoxell _____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this _____ day of _____, 2016.

CERTIFICATE

We, the undersigned, JOSEPH R. PETERSON and LAWRENCE S. STEC, respectively the Mayor and City Clerk of the City of Wyandotte, do hereby certify that the foregoing Ordinance was duly passed by the Council of the City of Wyandotte, at a regular session thereof on Monday, the _____ day of _____, 2016.

Dated: _____, 2016

JOSEPH R. PETERSON, Mayor

LAWRENCE S. STEC, City Clerk

AN ORDINANCE ENTITLED
“AN ORDINANCE DETERMINING THE SALARY FOR THE CITY TREASURER”

THE CITY OF WYANDOTTE ORDAINS:

Section 1. SALARY FOR TREASURER

Commencing with the term of office that begins May 10, 2017, the salary for the City Treasurer shall be as follows:

Effective May 10, 2017 an annual salary of \$4,800.00

Section 2. Severability.

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 3. Effective Date.

This Ordinance is deemed necessary for the immediate preservation of the public peace, property, health or safety and is necessary for the usual daily operation of the City. Therefore, it is necessary for this Ordinance to take effect immediately. This Ordinance or a summary thereof shall be published in a newspaper generally circulated in the City of Wyandotte within ten (10) days of its passage.

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

YEAS	COUNCILMEN	NAYS
_____	Fricke	_____
_____	Galeski	_____
_____	Miciura	_____
_____	Sabuda	_____
_____	Schultz	_____
_____	VanBoxell	_____

Absent: _____

I hereby approve the adoption of the foregoing ordinance this
day of _____, 2016.

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

21

MEETING DATE: November ~~14~~, 2016

15

~~3~~

AGENDA ITEM # ~~3~~

ITEM: Special Supplemental Retirement Benefit

PRESENTER: Todd Drysdale, City Administrator & Lawrence Stec, Secretary to the Employees' Retirement Commission



INDIVIDUALS IN ATTENDANCE: Lawrence Stec, Secretary, Employees' Retirement Commission

BACKGROUND: On October 20, 2016, the Employees' Retirement Commission passed a resolution concurring in the recommendation of the City Administrator regarding the rate of \$32.00 per year of credited service to be used for the 2016 Special Supplemental Benefit Payment (13th Check).

STRATEGIC PLAN/GOALS: N/A

ACTION REQUESTED: Mayor and Council to concur with the recommendation of the City Administrator and Retirement Commission

BUDGET IMPLICATIONS & ACCOUNT NUMBER: None

IMPLEMENTATION PLAN: Distribute payment to qualified participating members of the fund.

COMMISSION RECOMMENDATION:

CITY ADMINISTRATOR'S RECOMMENDATION:



LEGAL COUNSEL'S RECOMMENDATION:

MAYOR'S RECOMMENDATION:



LIST OF ATTACHMENTS:

MODEL RESOLUTION:

DATE: November 14, 2016

RESOLUTION by Councilperson _____

WHEREAS that the Retirement Commission concurs with the recommendation of the City Administrator to distribute the Special Supplemental Benefit Payment, set forth in the communication dated October 14, 2016, **AND**

WHEREAS the Retirement Commission implements the Special Supplemental Retirement Benefit allowance to retirees and or beneficiaries in accordance with Section 2.238 and 2.245 of the Wyandotte Retirement System Ordinance, **AND**

WHEREAS the performance of the investments in the retirement system fund, and overall funded percentage, as determined by the actuaries and recent changes made in the actuarial standard (RP2014) will be used to determine future distributions of the Special Supplemental Retirement Benefit to eligible members of the Wyandotte Retirement System.

THEREFORE, BE IT RESOLVED that Mayor and City Council concurs in said recommendation and declare the above provisions in effect for the fiscal year and sets the rate at \$32.00 per year of credited service.

FURTHER BE IT RESOLVED that the distribution schedule used for the supplemental retirement benefit in the fiscal year 2016 shall be the same as previous years.

I Move the adoption of the foregoing resolution.

MOTION by Councilperson _____

SUPPORTED by Councilperson _____

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

**CITY OF WYANDOTTE, MICHIGAN
EMPLOYEES' RETIREMENT COMMISSION
CERTIFIED RESOLUTION**

REGULAR MEETING OF THE EMPLOYEE RETIREMENT COMMISSION OF THE CITY OF WYANDOTTE, WAYNE COUNTY, MICHIGAN, HELD IN THE COUNCIL CHAMBERS, OF THE MUNICIPAL BUILDING.

UNDER THE DATE OF: October 20, 2016

MOVED BY: Councilperson Brohl

SUPPORTED BY: Councilperson Lyon

Concur in the recommendation of the City Administrator regarding the rate of \$32.00 per year of credited service as set forth in the communication dated October 14, 2016, and further

Implements the special supplemental retirement benefit allowance to retirees and/or beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System Ordinance and further

Recommend to the Mayor and City that they concur in said recommendation and declare the above provisions in effect for the fiscal year.

Motion unanimously carried

I, LAWRENCE S. STEC, duly authorized Recording Secretary of the Employees' Retirement Commission, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Employee Retirement Commission on October 20, 2016, said meeting was conducted, and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976.



Lawrence S. Stec, Secretary
Employees' Retirement Commission

RETIREMENT COMMISSION MEETING MINUTES
THURSDAY, October 20, 2016

Meeting called to order at 9:08 a.m. by Chairman Browning

ROLL CALL:

PRESENT: Commissioners Brohl, Browning, LaManes, Lyon and Yoscovits

ABSENT: Commissioners Roberts and Schultz

ALSO PRESENT: Frank Deeter—Oppenheimer & Co.
Todd Drysdale—City Administrator
Larry Stec – City Clerk

MOTION by Commissioner Lyon, SUPPORTED by Commissioner Yoscovits
RESOLVED that the minutes held under the date of September 15, 2016 be approved as recorded without objection.

MOTION UNANIMOUSLY CARRIED

PRESENTATIONS:

Mr. Frank Deeter of Oppenheimer & Co. reported on September, 2016 financial results:

- Overall up .34%
- Cash balances low for distributions
- Deposit forthcoming
- Not shown on report

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Yoscovits
RESOLVED by the Wyandotte Employees Retirement Commission that the report from Mr. Deeter of Oppenheimer & Co., Inc. regarding September 2016 market segment fluctuations be received and placed on file.

MOTION UNANIMOUSLY CARRIED

COMMUNICATIONS MISCELLANEOUS:

MOTION by Commissioner Brohl, SUPPORTED by Commissioner Lyon
Concur in the recommendation of the City Administrator regarding the rate of \$32.00 per year
of credited service as set forth in the communication dated October 14, 2016, and further

Implements the special supplemental retirement benefit allowance to retirees and/or
beneficiaries in accordance with Section 2-238 and 2-245 of the Wyandotte Retirement System
Ordinance and further

Recommend to the Mayor and City that they concur in said recommendation and declare the
above provisions in effect for the fiscal year.

MOTION UNANIMOUSLY CARRIED

ADJOURNMENT

MOTION by Commissioner LaManes, SUPPORTED by Commissioner Yoscovits
RESOLVED, that the meeting be adjourned at 10:05 a.m.

MOTION UNANIMOUSLY CARRIED



Lawrence S. Stec, Secretary
Wyandotte Employee's Retirement Commission
October 20, 2016

OFFICIALS

Lawrence S. Stec
CITY CLERK

Todd M. Browning
CITY TREASURER

Thomas Woodruff
CITY ASSESSOR



MAYOR
Joseph R. Peterson

COUNCIL
Sheri M. Sutherby-Fricke
Daniel E. Galeski
Ted Miciura, Jr.
Leonard T. Sabuda
Donald Schultz
Kevin VanBoxell

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

October 14, 2016

Todd M. Browning, Chairman
and Retirement Commission Members
Wyandotte, Michigan 48192

RE: Special Supplemental Benefit Payment (13th Check) to Retirees and/or Beneficiaries in
Accordance with Sections 2-238 & 2-245 of the Wyandotte Retirement System Ordinance

Dear Sirs,

Listed below is a breakdown of service for each unit of the retirement payroll:

General City	2,028.61828 years of service
Municipal Services	2,636.83998 years of service
Police and Fire	2,985.41616 years of service
Total.....	7,650.87442 years of service

The above breakdown represents the amount of credited service for all retirees and/or beneficiaries that retired before October 1, 2015. Also, enclosed for your convenience is the calculation of the benefit rate based on the total number of years of credited service for the aforementioned recipients of a retirement allowance.

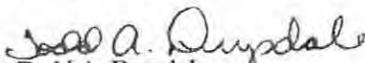
Recently the City negotiated with each collective bargaining unit which changed the formula used to distribute the 13th Check. Last year, the City Council did not approve the 13th check with the revised formula. Thus, the revised formula was not prepared this year.

Per Section 2-238 of the Retirement System Ordinance, the commission may annually allocate up to one and one-quarter (1.25%) of the mean balance of the retirement reserve fund for the improvement of retirement allowances payable to retirants of the retirement system. The undersigned is recommending an allocation of 0.43% of the mean balance of the retirement reserve fund which would increase the rate per year of credited service to **\$32.00** based on the unadjusted years of credited service (7,650.87442).

The recommendation of \$32.00 represents an increase of 1.03% over the prior year's rate established using unadjusted years of credited service.

The undersigned recommends the Commission approve the above referenced rate (\$32.00) to be used for the 2016 Special Supplemental Benefit Payment if this benefit is deemed desirable to approve.

Sincerely,


Todd A. Drysdale
City Administrator

City of Wyandotte
 13th Month Check - Calculated Mean Balances
 October 14, 2016
 Source: Section 2-234,238,245 (13th Check Calculated)

Date	Total	City 394.010	Municipal Service 394.020	Police & Fire 394.040
October 1, 2014	\$64,698,359.70	\$12,904,410.69	\$18,699,113.34	\$33,094,835.67
November 1, 2014	\$64,137,839.74	\$12,791,703.99	\$18,545,031.93	\$32,801,103.82
December 1, 2014	\$63,537,234.74	\$12,678,796.12	\$18,371,723.65	\$32,486,714.97
January 1, 2015	\$62,960,484.22	\$12,565,349.23	\$18,209,670.32	\$32,185,464.67
February 1, 2015	\$62,382,131.34	\$12,451,830.15	\$18,046,846.35	\$31,883,454.84
March 1, 2015	\$61,778,288.45	\$12,338,372.21	\$17,865,398.52	\$31,574,517.72
April 1, 2015	\$61,191,808.21	\$12,224,914.27	\$17,701,313.34	\$31,265,580.60
May 1, 2015	\$60,605,953.03	\$12,111,456.33	\$17,537,228.16	\$30,957,268.54
June 1, 2015	\$60,021,459.36	\$11,997,998.39	\$17,373,640.66	\$30,649,820.31
July 1, 2015	\$59,435,283.34	\$11,882,858.10	\$17,210,053.16	\$30,342,372.08
August 1, 2015	\$58,849,107.32	\$11,767,717.81	\$17,046,465.66	\$30,034,923.85
September 1, 2015	\$58,262,931.30	\$11,652,577.52	\$16,882,878.16	\$29,727,475.62
Totals	\$737,860,880.75	\$147,367,984.81	\$213,489,363.25	\$377,003,532.69
Mean Average Balance	\$61,488,406.73	\$12,280,665.40	\$17,790,780.27	\$31,416,961.06
Total Mean Average	\$61,488,406.73			
Retirement Allowance Improvement %	0.430000%	\$264,400.15	(Maximum allowed by Ordinance is 1.25%)	
Retirement Reserve Fund Balance - 9/30/15		<u>\$225,221.27</u>	731-000-395-000	
Required Balance - Retirement Reserve Fund		<u>\$489,621.42</u>		
Credit to Retirement Reserve - 50% (PLUGGED)		<u>\$244,810.71</u>		
Total Service Years		<u>7,650.87442</u>		
Service Value per Year		<u>\$32.00</u>		

2015 13th Check years of service	7,080.29111	\$7,050.0411100	\$30.2500000000
Hensley, Christine	11.33333		
Johnson, Maria	25.08333		
Kiczenski, Rose	38.00000		
Mayhew, Gregory	27.83333		
Sclafani, Giacomo	15.33333		
Bzura, Michael	45.00000		
Callahan, Thomas	16.66667		
Cislo, Bruce	38.08333		
Clark, Timothy	33.50000		
Dwornick, Daniel	15.83333		
Kirby, Robert	26.06468		
Kirby, Lori	3.18533		
Langley, David	41.91667		
Patterson, William	41.58333		
Sarnacki, Robert	34.50000		
Snider, Brian	28.00000		
Stanko, Paula (John Stanko)	30.91667		
Wallen, John	29.00000		
Witt, Gary	34.00000		
Ferguson, James	17.39500		
Ferguson, Dawn	7.10500		
Galeski, Scott	25.08333		
Garrison, Gregory	24.50000		
Kresin, Kim	3.20564		
Kresin, Jim	22.87769		
Reed, Terrance	26.83333		
Scheitz, Todd	26.50000		
Marcantonio, Nancy	(22.91667)		
Frank, Katharina	(32.83333)		
Gresser, Marion	(32.75000)		
Difference from last year	(30.25000)		

Calculated 7,650.87443
N:\2016 Shared Documents\13th check 2016 adjusted.xls

2016 13th Check years of service	7,650.87442 <---- input
Difference	0.00001 kirby rounding
Less Ineligible Employees	
Eligible Years of Credited Service	7,650.87442

City of Wyandotte
 Analysis of Reserve for Retired Benefit Accounts - General City
 City of Wyandotte Retirement System
 October 14, 2016

Date(s)	Benefits Paid Per Month	731-000-394-010 Net Account Balance	Balance at Beginning of Month for Calculation Purposes
Beginning Balance - 10/1/15 (Audited)		\$12,904,410.69	10/01/15
10/15/2015	\$112,706.70	\$12,791,703.99	11/01/15
11/15/2015	\$112,907.87	\$12,678,796.12	12/01/15
12/15/2015	\$113,446.89	\$12,565,349.23	01/01/16
1/15/2016	\$113,519.08	\$12,451,830.15	02/01/16
2/15/2016	\$113,457.94	\$12,338,372.21	03/01/16
3/15/2016	\$113,457.94	\$12,224,914.27	04/01/16
4/15/2016	\$113,457.94	\$12,111,456.33	05/01/16
5/15/2016	\$113,457.94	\$11,997,998.39	06/01/16
6/15/2016	\$115,140.29	\$11,882,858.10	07/01/16
7/15/2016	\$115,140.29	\$11,767,717.81	08/01/16
8/15/2016	\$115,140.29	\$11,652,577.52	09/01/16
9/15/2016	\$115,140.29	\$11,537,437.23	
Totals	\$1,366,973.46	\$11,537,437.23	
Balance - General Ledger		\$11,476,188.93	(\$11,476,188.93 + \$61,248.30) THIRTEENTH CHECK 2015
			\$11,537,437.23

City of Wyandotte
 Analysis of Reserve for Retired Benefit Accounts - Police & Fire
 City of Wyandotte Retirement System
 October 14, 2016

Date(s)	Benefits Paid Per Month	731-000-394-040 Net Account Balance	Balance at Beginning of Month for Calculation Purposes
Beginning Balance - 10/1/15 (Audited)		\$33,094,835.67	10/01/15
10/15/2015	\$293,731.85	\$32,801,103.82	11/01/15
11/15/2015	\$314,388.85	\$32,486,714.97	12/01/15
12/15/2015	\$301,250.30	\$32,185,464.67	01/01/16
1/15/2016	\$302,009.83	\$31,883,454.84	02/01/16
2/15/2016	\$308,937.12	\$31,574,517.72	03/01/16
3/15/2016	\$308,937.12	\$31,265,580.60	04/01/16
4/15/2016	\$308,312.06	\$30,957,268.54	05/01/16
5/15/2016	\$307,448.23	\$30,649,820.31	06/01/16
6/15/2016	\$307,448.23	\$30,342,372.08	07/01/16
7/15/2016	\$307,448.23	\$30,034,923.85	08/01/16
8/15/2016	\$307,448.23	\$29,727,475.62	09/01/16
9/15/2016	\$307,448.23	\$29,420,027.39	
Totals	\$3,674,808.28	\$29,420,027.39	
Balance - General Ledger		\$29,329,303.35	(\$29,329,303.35 + \$90,724.04) THIRTEENTH CHECK 2015
			\$29,420,027.39

CITY OF WYANDOTTE
REQUEST FOR COUNCIL ACTION

MEETING DATE: November 21, 2016

AGENDA ITEM # **16**

ITEM: Proposed Amendments to Code of Ordinances for enforcement of school rules

PRESENTER: William R. Look, City Attorney

INDIVIDUALS IN ATTENDANCE:

BACKGROUND: The school district has requested ordinance changes to assist in enforcement of school regulations. The amendment to section 25-76.3 raises the age from 17 to 19. The amendment to 25-10.1 makes the first offense a civil-infracton and adds sections concerning continued misconduct and violations of the code of conduct. Newly adopted 25-10.4 addresses fraudulent use of addresses for residency.

STRATEGIC PLAN/GOALS:

ACTION REQUESTED: Set the ordinance up for first reading

BUDGET IMPLICATIONS & ACCOUNT NUMBER:

IMPLEMENTATION PLAN:

COMMISSION RECOMMENDATION: These ordinance changes are recommended and approved by Chief of Police Daniel Grant and School Truancy Officer Scott Galeski

CITY ADMINISTRATOR'S RECOMMENDATION:

LEGAL COUNSEL'S RECOMMENDATION: *William R. Look*

MAYOR'S RECOMMENDATION:

LIST OF ATTACHMENTS:

MODEL RESOLUTION:

RESOLUTION

Wyandotte, Michigan

Date:

RESOLUTION by Councilperson _____

BE IT RESOLVED that the communication from the City Attorney is received and placed on file and the ordinances will be up for a first reading at tonight's meeting.

MOTION by Councilperson _____

Supported by Councilperson _____

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