

REGULAR COUNCIL PROCEEDINGS

CITY OF FLAT ROCK, MICHIGAN

MONDAY FEBRUARY 2, 2015

The regular meeting of the Flat Rock City Council convened at the Municipal Building on the above date at 7:30 p.m.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL OF COUNCIL MEMBERS:

PRESENT: Mayor Dropiewski, Council Members: Beller, Bergeron, Martin, Tefend, Thomas and Wrobel

ALSO PRESENT: Fire Chief Bill Vack, Police Chief John Leacher, DPS Director Matt Sype, Recreation Director Rodney Wade, Treasurer Brian Marciniak, Building Director Bernie Ciupak, Economic Development Director Liz Hendley, Attorney David Grunow and City Clerk Meaghan Bachman

3. APPROVAL OF MINUTES:

Resolution 02-02-01

Motion by Thomas
Supported by Bergeron

RESOLVED, to approve the minutes of the regular City Council meeting of January 20, 2015 as presented

Motion carried unanimously

4. CITIZENS TO BE HEARD:

Resident Wayne Vitale of 27099 Celtic Drive spoke of concerns with the storm water management systems at Celtic Farms. He noted the pumps are not maintained by the owner and this causes basement flooding and cost incurred to him by having to replace his sump pump. He asked the City to help with this ongoing issue.

Wayne County Commissioner Raymond Basham introduced himself to the Council and public. He spoke of different programs and grants within Wayne County and also spoke of pothole concerns.

5. REPORTS FROM DEPARTMENT HEADS:

Fire Chief Bill Vack spoke of the snow event and asked residents to shovel around the fire hydrants in front of their homes.

DPS Director Matt Sype noted the DPS employees are working hard to clean up the snow around the city and reminded residents not to shovel snow into the street.

6. REPORTS FROM COUNCIL MEMBERS:

Council Member Dawn Thomas wished Jaylynn Smith a speedy recovery for an injury that happened at the High School. She commended the High School Basketball Team on their Coming Home games and commended the Freshman Team for being undefeated. She announced the Alice in Zombie Land Play at the High School. She spoke of her experience during her first year on Council.

Council Member Jim Martin thanked the DPS for cleaning up the streets. He reminded residents if they blow snow into the street, to clean it up.

Council Member Ken Wrobel reminded residents that Todd Martinez is still missing and if anyone has any information to call the police department.

Council Member Steve Beller reminded residents to drive a little slower in the snow and watch out for children playing.

7. MAYOR'S COMMENTS:

Mayor Dropiewski thanked the Department of Public Service for their hard work with the snow cleanup. He reminded residents to keep their cars off the street during the snow emergency so the DPS can clean up the roads. He noted we had over 16 inches of snow. He also reminded residents to keep the snow off the sidewalks (within 48 hours) per the City Ordinance. He also noted not to blow the snow back into the street.

Mayor Dropiewski noted several cities were closed on Monday due to the severe weather. He noted Flat Rock wasn't closed because only Council has the ability to close or delay City Hall. Mayor Dropiewski asked the Council to give the Mayor the authority to make the decision to close or delay the opening of City Hall in the future for emergency situations. The following motion was made:

Resolution 02-02-02

Motion by Steven
Supported by Wrobel

RESOLVED, to authorize the Mayor to make the decision to close or delay the opening of City Hall during emergency situations.

Motion carried unanimously

Mayor Dropiewski noted Leo's Coney Island is now open. The Ribbon Cutting is scheduled for Tuesday, February 3, 2015 at 9:00 AM.

8. UNFINISHED BUSINESS:

Item 8-A- Public Hearing #2 for Community Development Block Grant Funds – Program Year 2015

Resolution 02-02-03

Motion by Martin
Supported by Beller

RESOLVED, to open the Public Hearing for Community Development Block Grant Funds for Program Year 2015 and to hear/consider any public comments

Motion carried unanimously

Public Hearing was opened for public comment – Mayor Dropiewski asked if anyone wished to comment on block grant projects

- No public wished to comment
- Mayor Dropiewski reminded everyone what Community Development Block Grant Funds cover and how we can expend the funds. He noted the estimated available funds are \$76,735.82. The Mayor suggested the ideas to use the funds to construct a garage to store the senior bus. It was suggested using the funds for ADA equipment for the splash pad or ADA doors at City Hall. Mayor Dropiewski noted a portion of the funds are used for senior services and administration.
- Council Member Beller asked if the funds could be used at the ballfields

Motion to close the Public Hearing for Community Development Block Grant Funds – Program Year 2015

Resolution 02-02-04

Motion by Martin
Supported Bergeron

RESOLVED, to close the Public Hearing for Community Development Block Grant Funds – Program Year 2015

Motion carried unanimously

Motion to close the Public Hearing for Community Development Block Grant Funds – Program Year 2015

Resolution 02-02-05

Motion by Martin
Supported Bergeron

RESOLVED, to allocate the Community Development Block Grant Funds – Program Year 2015, as follows:

| | | |
|---|----------------------------|-------------|
| o | Garage to store senior bus | \$55,051.87 |
| o | Administration (10%) | \$7,673.58 |
| o | Public Service (15%) | \$11,510.37 |
| o | Guidance Center | \$2,500.00 |
| • | TOTAL | \$76,735.82 |

Motion carried unanimously

9. **NEW BUSINESS**

Item 9-A-Approval of Student internship Program

Resolution 02-02-06

Motion by Dropiewski
Supported by Thomas

RESOLVED, to approve Student internship Program for the summer of 2015; Depending on the level of interest, two (2) interns would work 29hours a week or four (4) interns that would work 20 hours each; The interns will be paid minimum wage (currently at \$8.15 per hour), and students would be in the age group of 16-18.

BE IF FURTHER RESOLVED, application will come to City Hall and the Clerk, Treasurer and Mayor will conduct the interviews and selection. For Human Resource purposes, the Clerk will be their supervisor.

Motion carried unanimously

Item 9-B- Approval of Precinct Polling Place Facility Usage Agreement with The First United Methodist Church of Flat Rock and request to relocate Voting Precincts 1 and 4 – Subject to City Attorney and First United Methodist Church final approval

Resolution 02-02-07

Motion by Martin
Supported by Beller

RESOLVED, THIS AGREEMENT made this 11th day of February, 2015, by and between The First United Methodist Church of Flat Rock, a Michigan non-profit corporation ("Church"), located at 28400 Evergreen, Flat Rock, Michigan 48134, and the City of Flat Rock, a Michigan municipal corporation ("Flat Rock"), 25500 Gibraltar Road, Flat Rock, Michigan 48134, and is based on the following facts and circumstances:

- Flat Rock has requested that Church lease its Fellowship Hall located at its facilities at 28400 Evergreen, Flat Rock, Michigan, for the purpose of a precinct polling place.
- Church has agreed to lease its Fellowship Hall together with the use of its parking lot and grounds in accordance with the terms of this Agreement.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Agreement to Lease. Church hereby grants and Flat Rock accepts to lease the Fellowship Hall and surrounding premises and parking lot located at the Church's facilities at 28400 Evergreen, Flat Rock, Michigan, for the day prior and the day of ("election period") each general, primary, run-off and special election to be held in each calendar year during the term of this Agreement.
2. Rental Fee. This Agreement is made for and in consideration of a rental rate of Two Hundred (\$200.00) Dollars per election period in accordance with the terms of this Agreement. All rental payments shall be processed and paid to Church within forty- five (45) days after each election period.
3. Term. The term of this Lease shall be for the initial period ending December 31, 2015. Thereafter this Lease shall be extended automatically commencing January 1st and ending

December 31st of each calendar year thereafter, unless one of the parties to this Agreement notifies the other party of its desire not to renew the Lease Agreement. Such notice must be given in writing to the other party on or before November 15th of the calendar year in which the Lease is to be terminated, in which event the Lease shall terminate on December 31st of that calendar year.

4. Premises Leased. This Agreement shall apply to the Fellowship Hall, the narthex (lobby area), and the main entrance to the facility off of the parking lot. This Agreement shall further apply to the parking lot. On the day prior to an election, Flat Rock shall have the nonexclusive use of the Fellowship Hall, narthex, and main entrance for the purpose of placement and installation of equipment and for set up of the polling place. On the day of an election, Flat Rock shall have exclusive use of the Fellowship Hall as the polling place, and nonexclusive use of the narthex, main entrance, and parking lot to permit voters, workers and other individual's access to the polling place. Flat Rock's use shall include the use of restrooms serving the Fellowship Hall, together with heat, electric, fixtures, outlets necessary for voting machines, and lighting to conduct the election.
 - (a) On the day of an election Flat Rock shall have the right to post notice of and to prevent individuals from campaign activities within 100 feet from the doorway being used by voters to enter the building in which the polling place is located. To accommodate enforcement of this restriction, the main entrance door located on Gibraltar Road shall remain locked on Election Day.
 - (b) Church acknowledges that on election day that individuals may campaign, circulate petitions, solicit contributions and carry out similar types of sanctioned activities outside of the polls on election day provided they remain 100 feet from the doorway being used by voters to enter the building in which the polling place is located.
5. Polling Place Set Up. It shall be the responsibility of Flat Rock to arrange, store or remove tables, chairs, and other furniture to facilitate the use of the Fellowship Hall as a polling place. Such activities shall occur on the day prior to the election. At the close of the polls on Election Day, Flat Rock shall restore the Fellowship Hall to the condition found prior to its use as a polling place. Further, at Flat Rock's sole expense, it may reline the handicap parking lot lines to meet the requirements of the State of Michigan. Such relining will not alter or relocate the handicap parking areas, but shall solely repaint the lines as currently located.
6. Notices. Any notice that either party may give or is required to give under this Agreement will be in writing and, if mailed, be effective three (3) days after being sent by certified or registered mail, postage prepaid, addressed to the other party at the other party's address as set forth in this Agreement or at any other address that the other party provides in writing.
7. Nonassignability. Neither this Agreement nor any part of it may be assigned by either party without the prior written consent of the other party.
8. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all counterparts, when taken together, will constitute one and the same agreement. The parties agree that signatures may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimiles or electronic signatures as original signatures that bind them to this Agreement.

The parties have executed this Agreement on the day and year first written above.

Motion carried unanimously

Item 9-C-Request to hire an Architect to design the women's locker room facility in the police department

Resolution 02-02-08

Motion by Thomas
Supported by Martin

RESOLVED, to approve the request to hire an Architect to design the women's locker room facility in the police department; the estimated cost shouldn't exceed \$3500.00

Motion carried unanimously

Item 9-D- Agreement with the City of Taylor for use of their gun range

Resolution 02-02-09

Motion by Wrobel
Supported by Martin

RESOLVED, The City of Taylor (hereinafter referred to as "City") owns an outdoor gun range located at 16300 Racho, Taylor, Michigan 48180, and an indoor gun range located at 25555 Northline Road, Taylor, Michigan 48180 (both hereinafter referred to as "gun range");

Flat Rock Police Department, its member's agents, employees, officers and/or servants (hereinafter referred to as "Contractor") wish to use the gun range for professional training and qualification:
and

The City and the Contractor recognize that the Contractor's use of the gun range is valuable consideration and, in exchange for such consideration, the Contractor will indemnify and hold harmless the City, its officers, agents, servants, employees and elected officials from any and all claims for personal injury and/or property damage arising from the Contractor's use or misuse of the gun range regardless of how the claims are framed or presented.

THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The City agrees that Contractor shall have the use of the gun range _ at mutually agreeable times during the period in which this Agreement is in effect. For purposes of this Agreement, the term, "use" is defined as all activities necessary for the Contractor to carry out lawful, professional training and qualification in, the use of firearms.
2. The Contractor agrees to protect, defend, indemnify and hold harmless the City, its officers, agents, employees, boards, commissions, voluntary associations and elected officials, from all losses, penalties, damages, settlements, costs, charges, judgments, claims, attorney or other legal fees, liens, demands, obligations, actions, lawsuits, or causes of action, proceedings of any kind in connection with or arising out of Contractor's use or misuse of the gun range.
3. The Contractor agrees to pay costs, including court costs, and attorney fees of the City, its officers, agents, employees, boards, commissions, voluntary associations and elected officials at the time such costs and fees are incurred for the defense of any claims, lawsuits, actions, proceedings, demands of any kind relating to the Contractor's use or misuse of the gun range.
4. This agreement is valid only for the period of: January 1, 2015 through December 31, 2015.

5. The Contractor agrees to pay the City a fee of \$300.00 for each day, or any part thereof, the Contractor uses the gun range. You will receive invoices on a quarterly basis.

6. The Contractor agrees that it will obtain a Certificate of Insurance that complies with the insurance requirements listed in Attachment A naming the City and all of its officers, employees, boards, commissions, voluntary associations and other units operating under the jurisdiction of the City, and elected officials as additional insured. A copy of this Certificate of Insurance must be provided to the Taylor Police Department in accordance with paragraph E of Attachment A before the date the Contractor uses the range.

7. The contractor agrees that this agreement is intended to be as broad and inclusive in protecting the City, its officers, agents, employees, boards, commissions, voluntary associations and elected officials from liability for monetary loss as permitted by law, and that if any of its provisions are held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

8. The signatory of this Agreement on behalf of the Contractor represents that he or she is a duly appointed and qualified representative of the Contractor, and is duly authorized to enter into this Agreement with the City.

9. This Agreement contains the full and agreement between the parties, and no other agreements or promises exist. This Agreement can only be modified by a writing signed by the parties hereto; or their successor in interest.

Motion carried unanimously

Item 9- E-Approval of extended warranty service agreement with Advanced Satellite Communications, Inc.

Resolution 02-02-10

Motion by Thomas
Supported by Dropiewski

RESOLVED, to approve the extended warranty service agreement with Advanced Satellite Communications, Inc.

Motion carried unanimously

Item 9- F-Resolution approving amendment #2 of the Flat Rock-Oakwood Metro Park Connector

Resolution 02-02-11

Motion by Martin
Supported by Beller

RESOLVED, to approve this is an amendment to the Agreement entered into between the Michigan Department of Natural Resources ("DEPARTMENT") and the CITY OF FLAT ROCK IN THE COUNTY OF WAYNE ("GRANTEE") for the Michigan Natural Resources Trust Fund development grant number TF 10-002. The purpose of this amendment is to:

extend the end date of the project period from DECEMBER 31, 2013 to MAY 1, 2015, as further explained in correspondence from the GRANTEE to the DEPARTMENT dated January 12, 2015.

A. The DEPARTMENT and the GRANTEE mutually agree to amend the Agreement as follows: Paragraphs 2 and 9(c) will be amended to read as follows:

2. The time period allowed for project completion is JUNE 19, 2012 through MAY 1, 2015, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to the Agreement.

9. To be eligible for reimbursement, the GRANTEE shall comply with the reporting requirements of the DEPARTMENT. At a minimum, the GRANTEE shall:

c. Submit a complete final reimbursement request within 90 days of project completion and no later than AUGUST 1, 2015. If the GRANTEE fails to submit a complete final request for reimbursement by AUGUST 1, 2015, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate the Agreement and require full repayment of grant funds by the GRANTEE.

B. All other provisions of the Agreement shall be continued in full force and effect.

C. The amendment may be executed separately by the parties and is not effective until both the GRANTEE and the DEPARTMENT have signed it.

D. This amendment modifies an Agreement which was approved by resolution of the GRANTEE'S governing body as evidenced by the resolution attached to the Agreement. It is the sole responsibility of the GRANTEE to determine if its laws, policies or procedures require approval by its governing body before execution of this amendment by the GRANTEE. By signature of this amendment the GRANTEE certifies that:

1. Approval of the amendment by its governing body is not required, or the amendment has been approved by resolution

Motion carried unanimously

10. CITIZENS TO BE HEARD (ADDITIONAL COMMENTS):

NONE

11. CORRESPONDENCE:

NONE

12. **ADJOURNMENT:**

Resolution 02-02-12

Motion by Martin
Supported by Beller

RESOLVED, to adjourn the regular City Council meeting of February 2, 2015 at 8:16 PM

All voting yes; motion carried unanimously

JONATHAN DROPIEWSKI, MAYOR

DATE: _____
Approved

MEAGHAN K. BACHMAN, CITY CLERK